



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., March 13, 2025

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

To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>

Call to Order by Mayor Gina Leichty

Approval of Minutes: March 6, 2025 Regular Meeting

Approval of Agenda

1) The Fold Pizza Tavern request: As recommended by City staff, approve a variance to allow a mechanical 35-gallons-per-minute grease trap, instead of a 1,000 gallon grease trap, for the new restaurant at 219 South Main Street

2) (Related) Engineering Department request: Approve the request for public seating in the alley adjacent to 219 South Main Street, from April 1 to October 30, 2025

3) Legal Department request: Approve the agreement for the maintenance and use of parking facility with Goshen Little League, Inc., authorize Mayor Leichty to execute the agreement and authorize payment to Goshen Little League, Inc. in the amount of \$7,118

4) Legal Department request: Approve Resolution 2025-06, Authorizing Execution of Documents and Sale, Purchase, and Development of Real Estate Agreement with TROTM, LLC, for construction of 18 townhomes on three parcels located between River Race Drive and South Second Street

5) Legal Department request: Approve Resolution 2025-07, Approving Consent to Assignment of Economic Development Agreement for the Ariel Cycleworks project, which would authorize the Mayor to execute the consent to assignment

6) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with Baker Tilly Advisory Group, LP for a Utility Rate Analysis at a cost not to exceed \$22,000

7) Legal Department request: Accept the Uniform Conflict of Interest Disclosure Statement submitted by Matthew E. Whitford, an employee of the Goshen Fire Department



8) Engineering Department request: Approve Change Order No. 1 for the North Goshen Neighborhoods Tree Removal project in the amount of \$2,100

9) Engineering Department request: Approve and authorize the Board to execute the agreement with Goshen Community Schools and Weigand Construction Co., Inc. for the completion of the New Baseball Softball Complex project at 1730 Regent Street

Privilege of the Floor

COMPLIANCE REVIEW HEARINGS ON BUILDING COMMISSIONER ORDERS: 4:00 p.m., March 13, 2024

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

Members: Mayor Leichty, Mike Landis, Orv Myers, Mary Nichols, Barb Swartley

10) Unsafe Building Compliance Review Hearing for property at 213 Crescent Street (Midwest Leasing LLC, property owner)

11) Unsafe Building Compliance Review Hearing for property at 215 Crescent Street (Cecil Bontreger, property owner)

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE MARCH 6, 2025 REGULAR MEETING
Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Mayor Gina Leichty, Mike Landis, Orv Myers, Mary Nichols and Barb Swartley

Absent: None

CALL TO ORDER: Mayor Leichty called the meeting to order at 4:00 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the Feb. 27, 2025 Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board member Orv Myers made a motion to approve the minutes as presented. Board member Mary Nichols seconded the motion. The motion passed 5-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda with the addition of item #9 *Announcement of Statewide Tornado Siren Test*. Board member Myers made a motion to approve the agenda as amended. Board member Nichols seconded the motion. The motion passed 5-0.

1) Open sealed proposals: For demolition of the unsafe building at 304 W. Oakridge Avenue

Assistant City Attorney Don Shuler said the City has solicited sealed proposals for the demolition and removal of the unsafe building at 304 West Oakridge Avenue, as well as sealing and restoration of the connection between the unsafe building and the garage located on the adjacent property at 306 West Oakridge Avenue.

All sealed bids were due by 3:45 p.m. on March 6 to the Clerk-Treasurer's Office or by 4 p.m. at the Board's meeting.

Shuler asked that the Board open any bids submitted and refer them to the Engineering Department for review.

Mayor Leichty asked if there are any additional proposals to be submitted to the Board. There were not. The Mayor then announced that the following proposals were received:

- **B&E Excavating, Nappanee, IN - \$22,900**
- **Dana A. Bontrager Excavating & Trucking, Inc., Middlebury, IN - \$23,897.50**
- **John Mast Construction, Inc., Nappanee, IN - \$23,500**
- **John Ward Concrete, Inc., Osceola, IN - \$24,870**

Myers/Nichols made a motion to refer the proposals received to the Legal Department for review. The motion passed 5-0.

2) Police Department request: Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment agreements with Wyatt Richard Vicary, dated Oct. 24, 2024, Manuel A. Torres, dated Nov. 25, 2024, and with Kody M. Rucker, dated Dec. 23, 2024

Police Investigations Division Chief Mario Mora said that on Feb. 27, 2025, the Board of Public Works and Safety approved the hiring of Kody M. Rucker, Manuel A. Torres, and Wyatt Richard Vicary. He said it also is necessary for the Board to approve the terms and conditions and ratify the execution of the attached Conditional Offer of Employment agreements with each of the new officers.

Myers/Nichols made a motion to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment agreements with Kody M. Rucker dated Dec. 23, 2024, with Manuel A. Torres dated Nov. 25, 2024, and with Wyatt Richard Vicary dated Oct. 24, 2024. The motion passed 5-0.



3) Paul Stauffer & Jennifer Shell request: Allow a fence to be reinstalled on Wilden Avenue to intrude upon the City's right of way to preserve a large spruce tree. Note: A related second request sought Board approval for an intrusion into the City's right of way to replace a stone pillar

As he began, **Paul Stauffer of 811 Main Street**, said the second right-of-way request is no longer needed because it has been determined that there no longer is a right-of-way issue.

Stauffer said the property he owns with **Jennifer Shell** is located at the corner of North Main Street and West Wilden Avenue, on the southwest corner, and is part of a large block that also includes the Abshire Mansion. He said there's an iron fence that dates to the early part of the 20th century, so probably 100 years old, that goes around most of three sides of that block.

During the Wilden Avenue Construction Project, **Stauffer** said a section of that fence on the property needed to be removed for the construction easement, and changing of the right of way. At the time, **Stauffer** said he and **Shell** negotiated with the City, as part of the eminent domain process, for compensation for the cost of having the fence professionally removed, stored, and then reinstalled, following completion of the project. He said his request is related to the restoration process.

Stauffer said that as part of the construction project, the right-of-way line was changed, so it no longer just runs along the edge of the sidewalk. It now, at a certain point, turns and comes into his yard for a section, and it actually runs right through a very large spruce tree that he and Shell managed to preserve from the construction.

So as not remove half of that tree to reinstall the fence, **Stauffer** said he was requesting that he and Shell be allowed to intrude upon the right of way just enough so that that the reinstalled fence can skirt around the outside of the fence, and then proceed to a point closer to the corner. He said the goal is to have a continuous barrier, including the reinstalled fence and a restored stone wall.

Stauffer said that there are no line-of-sight issues because the fence will be located well back from the line of sight. He added that the request is motivated by aesthetics, to restore the historic look of the property to fit in with the rest of the block, as well as a desire to have a protective barrier to prevent vehicles from being driven into his yard as has happened several times over the past eight years.

Board member Landis said he drove by the property and saw wooden stakes with initials "RW" (right of way).

Stauffer said a City consultant placed the stakes to indicate the right of way and the location of the path of the reinstalled fence. He confirmed there no longer is an issue with the location of the reinstalled stone wall.

City Project Manager Andrew Lund said the Engineering Department in general urges the Board to not approve encroachments into the right of way because they are used for public improvements, such as utilities. Lund said the intent of the payments for the removal and reinstallation of the Stauffer-Shell fence and wall, was for them to be restored on the private property and outside the right of way. He said one option would be to stop the fence at the tree and then leave an open area beyond the tree.

However, **Lund** said if the Board allows this encroachment, he recommended it be with the condition that it would be the property owner's responsibility to remove the fence if the City would need to complete work at that location. He also suggested the stipulation that the grade not be built up for the fence, as there already is a slope down to the sidewalk, because that would present a long-term maintenance issue.

Mayor Leichty asked how many trees Stauffer and Shell lost during the Wilden Avenue project. **Stauffer** said they lost five large maple trees on Wilden Avenue and smaller ones and bushes in the yard.

Stauffer said that he and Shell understand that they will need to remove the fence if the City needs to do work at the site. He added that no grade changes were anticipated during the reinstallation of the fence.

Board member Swartley said that as beautiful as Wilden Avenue now is, she remembers driving down through a beautiful canopy of trees along Wilden Avenue and will miss them for a long time as will other people. She said she supported approving this request in order to preserve the spruce tree.



Mayor Leichty said she shared **Board member Swartley's** perspective: "Given that we've already taken such a large number of trees from this property, and it's on an extremely busy corner, whatever we could do to try to protect their privacy while understanding that there may be a need (to remove the fence), since it is in the right of way now," she said. "I don't know if it's equitable in the property owners' perspective, but a fair consideration for them to allow them to leave this tree under those circumstances."

Board member Landis said, "I don't like to cut trees down. This is the kind of a tree that doesn't grow that size, you know, in just a couple of years. So, I have no problem working around it. I would just say that based on my experience, I would say I can give permission as long as whoever is doing it is doing it as minimally as possible in the right of way, and not just saying, 'This is where I think it would look nice' and have that extend further into the right of way than is necessary."

Mayor Leichty asked **Stauffer** to comment on **Board member Landis'** request that the fence not extend any further into the right of way as necessary. **Stauffer** said he will work with the contractor to ensure the intrusion into the right of way is as small as possible.

Myers/Nichols made a motion to approve the request to have the reinstalled fence intrude upon the City's right of way only as much as needed to go around the tree and to note that the owners would be responsible to remove the fence if a right-of-way easement is needed. The motion passed 5-0.

4) Legal Department request: Approve the agreement with Goshen College, Inc. allowing a connection to the storm sewer system and authorize the Mayor to execute the agreement

Assistant City Attorney Don Shuler told the Board that attached to the agenda packet for the Board's approval and execution, was an "Agreement Allowing Connection to Storm Sewer."

Shuler said the agreement would permit Goshen College, as part of the renovations to its Westlawn building, permission to connect to the City's stormwater system. He said the college will be constructing and maintaining an underground storage facility as well as a private storm sewer line on-site, connecting to the City's storm sewer system for overflow. The college is responsible for maintaining the private storm sewer line and the connection.

Myers/Nichols made a motion approve the agreement with Goshen College, Inc., Allowing a Connection to the Storm Sewer, and authorize the Mayor to execute the agreement. The motion passed 5-0.

5) Legal Department request: Approve Resolution 2025-05, Special Purchase of Road Salt

City Attorney Bodie Stegelmann told the Board that for several years the City has participated in the State of Indiana's Road Salt Program. He said the State is currently developing the 2025-2026 road salt bid, and political subdivisions that wish to participate in the program must provide the State the tonnage of road salt that it will commit to purchase under the State's quantity purchase agreement.

If passed, **Resolution 2025-05** would authorize the City to make a special purchase by participating in the program, and authorizes the City to request 1,400 tons of road salt thereby committing to purchase a minimum of 1,120 tons and up to 1,680 tons. After the bidding process, the City will know the contractor and the contract pricing.

Myers/Nichols made a motion to adopt Resolution 2025-05, Special Purchase of Road Salt. The motion passed 5-0.

6) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Baker Tilly Advisory Group, LP to conduct a solid waste service analysis at a cost not to exceed \$30,000

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the attached agreement with Baker Tilly Advisory Group, LP to conduct a solid waste service analysis and recommendations for the City. He said the City will compensate Baker Tilly Advisory Group, LP for time and expenses not to exceed \$30,000.



According to a scope of services appendix, Baker Tilly Advisory Group will provide the following services:

A. Trash Fee Analysis

1. Determine historical costs for trash collection and disposal services.
2. Working with representatives of the client, establish a multi-year budget.
3. Develop various options, including phase-in, for proposed user rates that will generate sufficient revenues to fund the proposed budget.
4. Meet with representatives of the client to present the financial analysis and rate recommendations.
5. Prepare a final report containing the financial analysis and final rates to be adopted.
6. Provide information to the City's attorney for the preparation of required ordinances, resolutions, and legal notices.
7. Assist the Client with implementation of the trash fee and guidance on collection and application procedures.
8. Assist the Client with fund accounting of receipts and payments for trash service and impact on other fund budgets.
9. Attend meetings and hearings before the City Council, as needed.

Board member Landis asked when the current trash contract will end. **The Mayor** said July 1 and added, "we need to figure some things out rather expeditiously."

Myers/Nichols made a motion approve and authorize Mayor Leichty to execute the agreement with Baker Tilly Advisory Group, LP to conduct a solid waste service analysis and recommendation at a cost not to exceed \$30,000. The motion passed 5-0.

7) Engineering Department request: Approve Change Order No. 5 for the force account claim to cover the loss of time on the job for an increase of \$1,480.80

City Director of Public Works & Utilities Dustin Sailor said attached to the meeting agenda was Change Order No. 5 for the County Courts Consolidation Roadway Improvements project.

Sailor said Niblock was delayed in activating the traffic signal at U.S. 33 and Reliance Road during good weather due to NIPSCO's failure to energize the electric service on time. After Jan. 1, 2025, due to the need to have the intersection open, Niblock was directed to schedule the work and activate the signal. This work required temporary pavement striping to be placed with less than desirable temperatures and weather conditions.

Sailor said Hawk Enterprises had mobilized to the job several times only to lose half a day each time waiting for work that was cancelled due to the striping equipment freezing up or High Star cancelling due to temperatures. As a result, Hawk Enterprises has submitted a force account claim to Niblock for the sum of \$1,480.80 to cover the loss of time on the job. Niblock is not requesting any markup but is only requesting to make their subcontractor whole.

Sailor said the original contract amount was \$4,165,762.30. The force account claim will increase the contract by \$1,480.80, for a revised contract amount of \$4,257,822.92, an increase of 2.21 percent.

Myers/Nichols made a motion to approve Change Order No. 5 for the force account claim to cover the loss of time on the job for an increase of \$1,480.80. The motion passed 5-0.

8) Engineering Department request: Approve the closure of one parking space on the north side of Washington Street, in front of 121 West Washington Street, March 11, 2025 for access to a monitoring well

City Director of Public Works & Utilities Dustin Sailor told the Board that IWM Consulting requested the far west parking space on the north side of Washington Street directly in front of 121 W. Washington Street be blocked off on Tuesday, March 11th so they can access the monitoring well located in that parking space. In response to a question from the **Mayor**, **Sailor** said the parking space is in front of the The Energy Well.

Myers/Nichols made a motion to approve the closure of one parking space on the north side of Washington Street, in front of 121 W. Washington Street, on March 11, 2025, for access to a monitoring well. The motion passed 5-0.



9) Announcement of Statewide Tornado Siren Test

On behalf of **Fire Chief Powell** (who could not be present), **Clerk-Treasurer Aguirre** told the Board that he was making an important public service announcement: **The annual statewide test of communications systems will be Tuesday, March 11, 2025 at 10:15 a.m.**

He said the annual statewide tornado siren test is part of **Severe Weather Preparedness Week as declared by Gov. Braun**. The Governor also cited the danger of tornadoes and severe flooding and pointed out that:

- Indiana has recorded more than 1,400 tornadoes since 1950, resulting in more than 5,000 injuries and 300 deaths. Many local residents remember Indiana's Palm Sunday tornado outbreak in 1965 which hit near Goshen especially hard. Those tornadoes killed 271 people and injured more than 1,500 – the fourth deadliest outbreak in U.S. history and worst-ever in Indiana.
- Indiana also experienced 76 flooding or heavy rain events in 2022, and since 1994 Indiana has received 12 disaster declarations related to flooding. As you know, in February 2018, the City of Goshen experienced its largest flood event in recorded history. It caused major road closures and damage to homes and businesses and led to the development of the City's Flood Resilience Plan and flood mitigation efforts.

Because of this reality, **Aguirre** said it was important to increase public awareness of extreme weather events and plan and prepare so we can minimize injuries and deaths and reduce damage.

Tuesday's tornado siren test will be delayed to March 12 if weather conditions warrant a postponement. The week is a collaboration of many agencies, including the Indiana State Police, the Department of Homeland Security and the National Weather Service and local emergency responders, including the Goshen Fire Department.

Privilege of the Floor (opportunity for public comment for matters not on the agenda):

Mayor Leichty opened Privilege of the Floor at 4:28 p.m. There were no public comments.

At 4:29 p.m., Mayor Leichty recessed the Board of Public Works & Safety meeting to convene a compliance review hearing for 208 Queen Street.

COMPLIANCE REVIEW HEARING FOR PRIOR CITY BUILDING COMMISSIONER ORDER:

4:00 p.m., March 6, 2024

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

Members: Mayor Leichty, Mike Landis, Orv Myers, Mary Nichols, Barb Swartley

10) Compliance Review Hearing for the Nov. 7, 2024 Order for completion of substantial repairs and renovations for an unsafe building at 208 Queen Street (Artisan Investment Group, LLC, property owner)

At 4:29 p.m., Mayor Leichty convened a compliance review hearing for the prior Order of the City of Goshen Building Commissioner for 208 Queen Street (Artisan Investment Group, LLC, property owner).

BACKGROUND:

In a Feb. 28, 2025 memorandum to the Board, **Assistant City Attorney Don Shuler** reminded the **Board** that it last held a hearing on the 208 Queen Street property on Nov.7, 2024.

Shuler wrote that **the Board, noting recent change in ownership, issued an Order for completion of substantial repairs and renovations to the Unsafe Building at the property to bring the property into substantial compliance with Goshen City Code by Feb. 20, 2025.**



The Board also set the matter for a compliance review hearing on March 6, 2025. The Board's Nov. 7, 2024 Order was attached to the Board's agenda meeting packet.

Shuler wrote that the Board has continuing jurisdiction over enforcement of its Orders. Therefore, for the hearing, the Board could receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and anyone else wishing to speak to the property.

Shuler wrote that based on the findings the Board makes, the Board could on March 6, 2025:

1. Continue the matter for further review.
2. Modify the Order (e.g., formally remove the demolition order, extend deadlines, require a performance bond).
3. Rescind the Order.
4. Affirm the Order and, if warranted, impose a civil penalty if the Board specifically finds there has been a willful failure to comply.
5. Take any other action permitted by law to address the unsafe premises.

For any action resulting in an Order, Shuler advised the Board to make specific findings in support.

City officials have documented efforts to improve the condition of 208 Queen Street going back at least 16 years. Throughout that period and before, the property was owned by Ronald E. Davidhizar. According to City records, the last certified rental inspection of the property was in January 2008 and the last billed water usage was in April 2009. And the last time any permits were pulled on this property was in 2015.

When the home was inspected **Oct. 18, 2023**, **City Building Inspector Travis Eash** documented a wide range of deficiencies, including inoperable electrical, plumbing and heating and mechanical systems, collapsed ceilings, walls and floors and missing doors that allowed the property to be accessible to vagrants, squatters and vandals. On **Nov. 3, 2023**, the City Building Inspector issued an order declaring the structure to be unsafe and requiring demolition. A Board hearing on the property was scheduled **Dec. 11, 2023** to confirm the order but it was delayed when the Board was informed that the property would be one of several to be included in an auction on **Jan. 27, 2024**. So, that Board hearing was delayed to **Jan. 29, 2024** and later to **Feb. 8, 2024**.

On **Feb. 8, 2024**, the Board held a hearing on the City Building Commissioner's demolition order. At that hearing, the Board learned that **Leopoldo Mendoza** had purchased 208 Queen Street during the Jan. 27, 2024 auction. Mendoza testified about his plans to repair the property.

At the conclusion of the hearing, the **Board** adopted the violations listed in the City Building Commissioner's Order for 208 Queen Street as the Board's findings, determined that those violations made the structure an unsafe building and that the general condition of the building warranted demolition, but that the property could be repaired, and gave Mendoza 90 days to either make substantial progress on the repairs to the unsafe building or demolish the unsafe building. Another hearing was scheduled for **March 28, 2024** to give an update on what's happening on the building. At the **March 28, 2024 hearing**, **Mendoza** reported on the progress made to repair the property and asked for more time to continue the work. With support from the City Building Department, the **Board** continued the compliance review hearing to **May 9, 2024**. It was later continued to **May 23, 2024**.

At the **May 23, 2024 hearing**, **City Building Inspector Travis Eash** reported that Mendoza had continued to make progress in repairing the home and recommended he be given more time. At the conclusion of the hearing, the Board affirmed the prior demolition order for the property, requiring demolition or completion of all repairs of cited violations within 90 days, and set the matter for another review hearing on **Sept. 5, 2024**.

At the **Sept. 5, 2024 hearing**, **City Building Inspector Travis Eash** testified that progress to repair the home had stalled. He said no permits were pulled for electrical, plumbing or HVAC work and the owner hadn't called for any inspections. He also said some work had been done without proper inspections and would not pass inspections. Eash concluded that the property was still unsafe and recommended that the demolition order remain in effect, but allow Mendoza 30 days to determine if he wanted to continue with repairs and bring an updated timeline to this Board or demolish the property.



Mendoza testified that the home was in worse condition than he anticipated and he asked for more time to make repairs. However, the Board concluded at the **Sept. 5** hearing that the property was still unsafe, that the repair work had stalled and that there are serious concerns about whether the property could be repaired by the property owner. They set the matter for a further hearing on **Oct. 10, 2024** and ordered Mendoza to submit a detailed scope of work and repairs to be done with estimated completion dates as well financial documentation to demonstrate he had the financial resources and capital to complete the repairs in a timely fashion. If Mendoza failed to meet those requirements at the next hearing, the Board would affirm demolition without the option of repair

However, prior to Oct. 10, 2024, the property was transferred, from Leopoldo Mendoza to Artisan Investment Group, LLC. The Board's Oct. 10, 2024 hearing was rescheduled for **Nov. 7, 2024.**

At the **Nov. 7, 2024 hearing, City Building Inspector Travis Eash** testified that new owners had already obtained a remodel permit and hoped to start work in two or three weeks. The Building Department recommended that the Demolition Order remain in place but allow for all permits to be pulled, work to be done and all required inspections completed throughout the process.

Marlin Schwartz, a representative of Artisan Investment Group, LLC., said framing and electrical work would begin on 208 Queen Street within two weeks. He said Artisan recently acquired a total of 98 homes in Elkhart County, some of them deemed unsafe, including about 45 in the City of Goshen. Schwartz said he appreciated the City's patience and asked for 120 days to complete the repairs on 208 Queen Street.

After discussing the matter on Nov. 7, 2024, Board members passed a motion to maintain the demolition order for 208 Queen Street, but allow for all permits to be pulled and to order work to continue along with all required inspections and for the review hearing to be continued to March 6, 2025.

As a result of the **Nov. 7, 2024 hearing, the Board of Public Works and Safety issued a two-page Review Order**, which was signed Dec. 4, 2024 by Mayor. The Order stated that the City Building Commissioner's Order for 208 Queen Street came before the Board on Nov. 7, 2024, for a hearing and a decision as to whether the Order should be affirmed, rescinded or modified, all in accordance with the provisions of the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance.

The Order stated that the Board Hearing received testimony and evidence from the City Building Department, through City Building Inspector Travis Eash, as well as the property owner. Based on that testimony and evidence, the Hearing Authority mad the following findings:

- 1. The Unsafe Building at the Real Estate is still unsafe, is still in a condition that warrants demolition, and has not been demolished.**
2. The current owner, **Artisan Investment Group, LLC, recently purchased and obtained title** to the Real Estate on Oct. 1, 2024.
3. Artisan Investment Group, LLC applied for a Remodel Permit with the City Building Department on Oct. 4, 2024.
- 4. No significant improvements to the Unsafe Building at the Real Estate have been made.**
5. The Unsafe Building at the Real Estate **has not passed any inspections.**
6. The property owner, Artisan Investment Group, LLC, has a desire to repair and renovate the Unsafe Building at the Real Estate, with plans to get started within the next couple weeks. Specifically, **Artisan Investment Group, LLC believes that in ninety (90) days they would make substantial progress on repairs to the point that all rough in inspections are completed.**

Considering these findings, the Board ordered that:

1. The current owner, **Artisan Investment Group, LLC, is ordered to complete substantial repairs and renovations to the Unsafe Building** on the Real Estate in order to bring the Unsafe Building into substantial compliance with the requirements of Goshen City Code, with substantial work and progress **to be completed on or before Feb. 20, 2025.**



2. This **matter is set for further hearing** to review compliance with this Order and whether said Order should be affirmed, rescinded, or further modified, before the Board on **March 6, 2025** at 4 p.m., or as soon thereafter as this matter may be heard, in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen.
3. The Property Owner, **Artisan Investment Group, LLC**, is **permitted to pull permits for the remodel work**, regardless of the existing demolition order, in coordination with the City Building Department.
4. **Should Property Owner fail to meet the above-stated requirements, the Board will affirm the Order requiring demolition without the option of repair of the Unsafe Building of the Real Estate at the next scheduled hearing.**

DISCUSSION AND OUTCOME OF BOARD COMPLIANCE REVIEW HEARING ON MARCH 6, 2025:

At 4:29 p.m., Mayor Leichty convened a compliance review hearing for 208 Queen Street.

Present: Board members Leichty, Landis, Myers, Nichols and Swartley; City Attorney Bodie Stegelmann; Assistant City Attorney Don Shuler; City Building Commissioner Myron Grise; City Building Inspector Travis Eash, and Marlin Schwartz, a representative of the property owner, Artisan Investment Group, LLC.

Assistant City Attorney Don Shuler provided the background of the property and the reason for the compliance review hearing on the prior demolition order. He said a Building Department representative and the property owner would present information about the condition of the property. He said the Building Department also would offer a recommendation to the Board about how to proceed.

Mayor Leichty swore in City Building Inspector Travis Eash to give truthful and complete testimony.

Before the hearing, **Eash** presented to the Board and to the Clerk-Treasurer a two-page memorandum dated March 6, 2025. The memorandum, titled "UNSAFE BUILDING HEARING STAFF REPORT," included background information on 208 Queen Street, new inspection findings and a staff analysis and recommendation (**EXHIBIT #1**).

Reading from a memo, **Eash** said "The property was inspected yesterday by myself and **Building Commissioner Myron Grise**. During the inspection we observed that most of the framing has been completed, and Artisan (Investment Group, LLC) had corrected areas of concern to help strengthen the structural security of the building."

Eash continued, "Artisan acknowledged during the inspection that they are not as far along with the repair process as they intended. However, Artisan has pulled all required permits for the renovation in addition to the prior remodel permits pulled for roof, siding, plumbing, water, heater, and electrical. In addition, Artisan has completed more work and made more progress in the renovation of this house than prior owners."

Eash said Artisan believes the property should be ready for all "rough-in inspections within three months and that the property should be ready to be habitable and rented three months afterward, which means finishing it out."

Eash said the Building Department was hopeful that the project would be closer to being completed. However, the City is aware, **Eash** said, that Artisan is working on many additional projects in the City. And, as noted during this inspection, he said Artisan "has made more progress towards renovation than previous homeowners have. which is significant, considering the property has been vacant for at least 10 years."

Eash concluded, "Our recommendation is to acknowledge the progress that Artisan has made and permit continued work on the property in order that the property be ready for rough-in inspections within three months, with a review hearing, if the Board decides that there needs to be a review hearing at that time."

Mayor Leichty then swore in Marlin Schwartz, a representative of Artisan Investment Group, LLC., to give truthful and complete testimony.



Schwartz said all permits have been pulled for 208 Queen Street but there have been work delays because the property was acquired at the worst time of the year. "The roof is bad, everything's bad. It needs siding. It needs all that, it's leaking." Schwartz said the company needs three months "to have it all roughed in, ready for inspections, ready for drywall, and then three months past that is realistic to have it fully completed."

Schwartz said Artisan "has been working on a lot of other projects just because this property has no electric. It has nothing to work with. There's no water, sewer anything to the property, so there's just a lot of hurdles to overcome when you're starting from scratch. And on top of that, undoing what was not done correctly."

Schwartz said the framing and other repairs were done incorrectly and had to be redone. "So, we corrected 95 percent of that. We have some minor framing to finish yet, but spring is here, and so we are moving forward." He said that work would include electrical repairs.

Schwartz added that Artisan has lacked "manpower" because of required work on other unsafe properties.

Mayor Leichty asked **Schwartz** the number of concurrent projects underway in Goshen. **Schwartz** said Artisan has completed about 12 homes in Elkhart County since Oct. 30 and another 15 are in process, with permits already pulled. Asked the specific number of homes in Goshen, Swartz said there were six to eight.

Board member Swartley told **Schwartz** that Artisan is renovating her parents' former home at 1413 South Main Street. She said the home used to be "pristine" and is glad it is being renovated.

Board member Myers thanked Artisan for its work, especially on 208 Queen Street, which has not had any repairs for more than 10 years. "Thank you for what you're doing." He added, "It's what we need in the City." **Schwartz** responded, "You're welcome. Thanks for working with us. We're trying to do our best."

Mayor Leichty said, "I know there's been a lot of work just cleaning up the exterior of a lot of the houses that you've obtained ownership of, and I appreciate that. And I guess that would be my only comment and request is just to make sure that as you're continuing to work on that just as a positive contribution in the neighborhood, keeping that exterior (maintained). I know that's not your primary focus, but we do appreciate it.

"Blight begets blight. So, keeping those lawns mowed and things looking trim and neat on the outside, is really helpful for the overall well-being of those neighborhoods. Beyond that, I believe there's capacity and intent, and the demonstrated ability to move forward with the project. So, I am inclined to grant the request for the additional three months of work before we would have our next (hearing)."

Board member Landis said, "I would just say that I believe there's many people that interact with the Building Department to work on their properties that we never see because they actually work with the Building Department. And so, the ones we get to see are the ones that there's a refusal to actually do that, so when there's progress being made, I have much less of an issue with the actual timing of it, because there is progress and there is an end game, and we're going to get there. So, thank you."

Addressing **Goshen News reporter Vanessa Padilla**, Mayor Leichty said, "I believe this was your first day on the job, Vanessa, wasn't it, when you came and reported on this particular house? I remember seeing it on the front page the very next day. So maybe you'll make the front page news again. She's here again. So, progress is being."

Mayor Leichty asked **Assistant City Attorney Shuler** if he had any concluding remarks. Echoing the Building Department request, Shuler recommended that the Board adopt the staff report, allow 90 days for repairs and schedule another compliance review hearing, if it wished, on June 12.

Myers/Nichols then made a motion to adopt the Building Department's Order for the house on 208 Queen Street and schedule a 90-day review on June 12, 2025. The motion passed 5-0.

At 4:41 p.m., Mayor Leichty closed the compliance review hearing for the property at 208 Queen Street.



APPROVAL OF CIVIL & UTILITY CLAIMS

Mayor Leichty made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Nichols seconded the motion. The motion passed 5-0.

ADJOURNMENT

Mayor Leichty adjourned the meeting at 4:42 p.m.

EXHIBIT #1: *A two-page memorandum dated March 6, 2025 and prepared by City Building Inspector Travis Eash, which was distributed to the Board of Public Works & Safety before the compliance review hearing for 208 Queen Street. The memorandum, titled "UNSAFE BUILDING HEARING STAFF REPORT," included background information on 208 Queen Street, new inspection findings and a staff analysis and recommendation.*

APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member



Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, Clerk-Treasurer



City of Goshen Board of Works & Safety

We recently purchased the old Constant Spring building on 219 South Main Street and will be continuing to serve the community as a 21+ restaurant and bar specializing in pizza by the slice, wings, salads, apps and a full bar. We are looking to revitalize the space and add to the downtown food and entertainment scene in Goshen.

Goshen Water and Sewer has visited the site and recommended that we add a mechanical 35 gallons per minute grease trap instead of a 1,000 gallon grease trap due to lack of space on main street, which is not unlike many other businesses. I have attached the specifications for the actual grease trap that exceeds their recommendation at 50 gallons per minute. I have also attached our drawings for the plumbing for the grease trap. Furthermore, we have this information to the Health Department in our application that was delivered to them on 2/21/25.

Thanks for your consideration,

Jesse Sensenig

The Fold Goshen



Mick Reese, Environmental Compliance Administrator
WASTEWATER UTILITY, CITY OF GOSHEN
1000 West Wilden Avenue Goshen, IN 46528-2532

Phone (574) 534-5802 Fax (574) 534-4350 TDD (574) 534-3185
foginspector@goshencity.com www.goshenindiana.org

General Site Visit

Facility: The Fold

Date: 2/17/25

Address: 219 S. Main St

Location of Sand/oil, Interceptor, Trap: Mechanical trap to be installed

Purpose of Visit: Evaluation of facility. Facility scored a 27 point assessment on Exhibit A. Looking to schedule an appointment for the Board of Works.

Follow Up Visit:

Yes

No

Purpose of Follow Up: Look at progress. contact for Board of Works for a variance

Facility Rep. Signature

Date:

2/17/25

Goshen Rep. Signature

Date:

2/17/25

Categories of Commercial Food Preparers

Food service operating hours per week:

- 4 - One hundred (100) hours or more five (5) points
- Between fifty (50) and ninety-nine (99) four (4) points
- Between twenty-five (25) and forty-nine (49) hours three (3) points
- Between fifteen (15) and twenty-four (24) hours two (2) points
- Less than fifteen (15) hours one (1) point

Monthly flow attributable to food service by cubic feet:

- 1 - 8,021 cubic feet or more five (5) points
- Between 6,684 and 8,020 cubic feet four (4) points
- Between 5,348 and 6,683 cubic feet three (3) points
- Between 4,011 and 5,347 cubic feet two (2) points
- Less than 4,011 cubic feet one (1) point

Seating capacity or maximum number of meals normally served at one time if less than seating capacity (not assessed for church facilities):

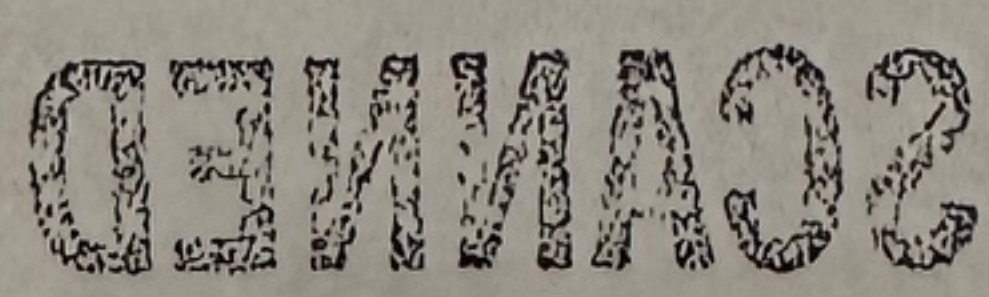
- 4 - One hundred fifty (150) seats/meals or more five (5) points
- Between seventy-five (75) and one hundred forty-nine (149) seats/meals four (4) points
- Between fifty (50) and seventy-four (74) seats/meals three (3) points
- Between twenty-five (25) and forty-nine (49) seats/meals two (2) points
- Less than twenty-five (25) seats/meals one (1) point

Serving practices:

- 5 - Full kitchen and serves food on dishes that are washed on site five (5) points
- Full kitchen and serves food on disposable dishes or dishes that are not washed on site four (4) points
- Prepares prepackaged food and serves food on dishes that are washed on site three (3) points
- Prepares prepackaged food and serves food on disposable dishes two (2) points
- Limited use kitchen - bakery or carry-in food prep and clean-up one (1) point
- 5 - Deep fryer used as part of normal food preparation five (5) points
- Deep fryer present but not part of normal food preparation two (2) points
- Facility has commercial dishwasher four (4) points
- 5 - Facility has three (3) bay sink and/or prep sink five (5) points
- 3 - Facility has mop sink three (3) points
- Facility has floor drains three (3) points
- Facility has drive-thru one (1) point

27 An applicant shall be assigned a category by the Superintendent based on the following point total:

- Twenty-four (24) or more points - Category A
- Six (6) to twenty-three (23) points - Category B
- Less than six (6) points - Category C





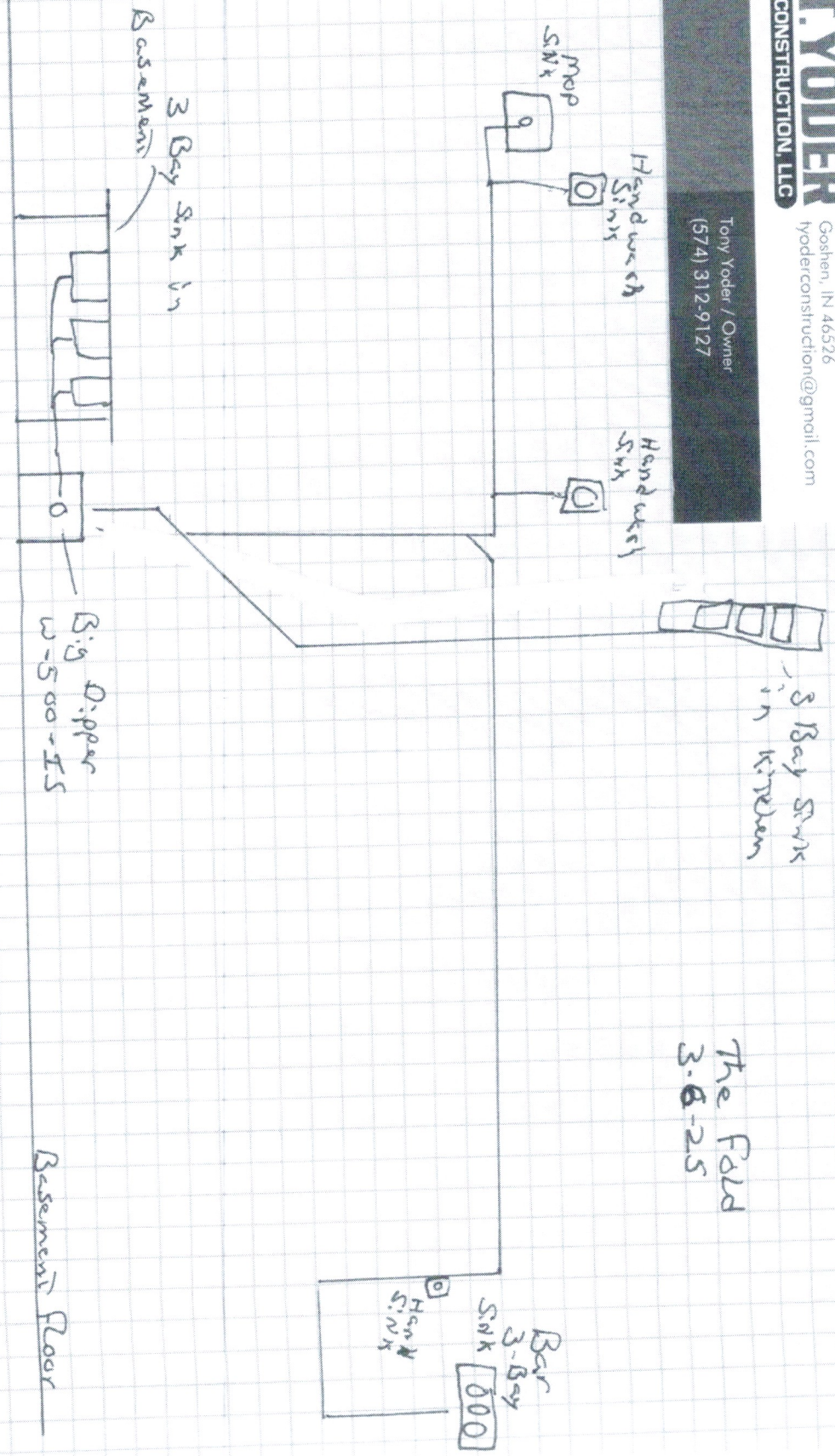
T. Yoder Construction, LLC

23912 C.R. 30

Goshen, IN 46526

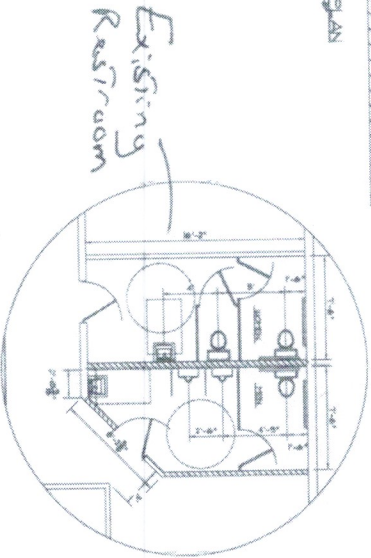
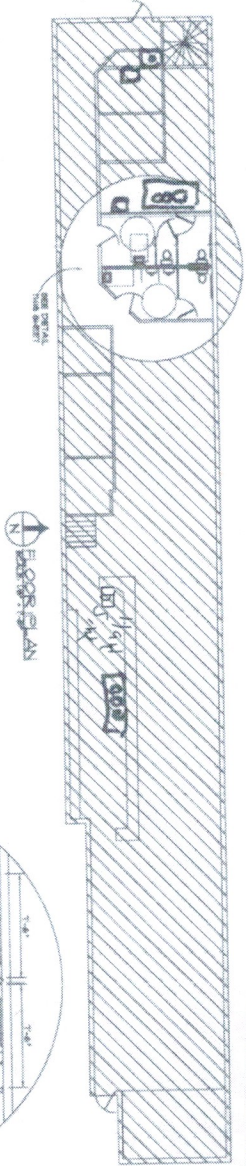
tyoderconstruction@gmail.com

Tony Yoder / Owner
(574) 312-9127



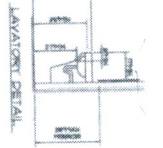
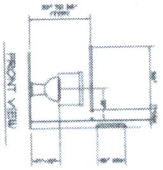
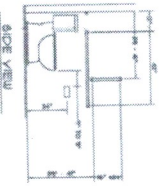
VARIANCE REQUEST FOR MECHANICAL

GENERATE MAP INSTEAD OF 1,000 GALLON MAP.



GENERAL NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GOSHEN SPECIFICATIONS AND ALL APPLICABLE CODES.
 2. ALL PERMITS SHALL BE OBTAINED PRIOR TO COMMENCEMENT OF WORK.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PAYING ALL FEES ASSOCIATED THEREWITH.
 4. ALL UNRECORDED CONSTRUCTION SHALL BE RECORDED WITHIN 30 DAYS OF COMPLETION.
 5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

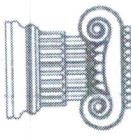
WALL FINISHES:
 ALL INTERIOR WALLS TO BE 5/8" GYP BOARD OVER STUDS AND JOISTS.
 ALL EXTERIOR WALLS TO BE 8" CMU WITH 1" GYP BOARD OVER.
 ALL CEILING TO BE 5/8" GYP BOARD OVER TRUSSES.
 ALL FLOORING TO BE 1/2" GYP BOARD OVER CONCRETE SLAB.
 ALL PAINT TO BE PRIMAVERE 1000.



ACCESSIBLE PLUMBING FIXTURES

NO.	DATE	DESCRIPTION
1	7/20/06	ISSUED FOR PERMITS
2	10/17/06	ISSUED FOR PERMITS
3	10/31/06	ISSUED FOR PERMITS

CONSTANT SPRING
 219 S MAIN ST.
 REST ROOM REMODEL



509 S Main St.
 Goshen, IN 46526
 Tel: (574) 534-6531
 Fax: (574) 534-6565

DESIGNED BY:
Bair
 Design Group

The Fold
 3-6-25



T. Yoder Construction, LLC
 23912 C.R. 30
 Goshen, IN 46526
 tyoderconstruction@gmail.com

Tony Yoder / Owner
 (574) 312-9127

www.tyoderconstruction.com

PRODUCT FEATURES

- Fully automatic self cleaning cycle. Removes collected grease & oils from tank without any operator assistance. Comes complete with Digital Control user interface and Grease Collector.
- Constructed of corrosion resistant materials suitable for installation in virtually any location. Attractive sanitary Stainless Steel exterior.
- Integrated Motor/Grease Outlet/Heater/Lid enables a fast, do-it-yourself unit operation reversal.
- Patent Pending Advanced Odor Protection design locks in odors from grease and solids.
- Compact footprint.
- Two (2) No-Hub Connectors provided.

SPECIFICATIONS

Construction: _____ Exterior: 304 Stainless Steel, Bright Finish
Injection Molded Polymer
Interior: Rotationally Molding Polyethylene

Electrical: _____ 115 VAC, 50/60 Hz, 1173 Watts (10.2 Amps)*

Electrical Cord Length: _____ 8 feet

Flow Rating: _____ 50 GPM (3.15 l/s)

No. of Skimming Wheels: _____ 1

Skimming Rate: _____ 9 Pounds (4.08 Kg) Per Hour

Grease Retention Capacity: _____ 108.4 Pounds (49.2 Kg)

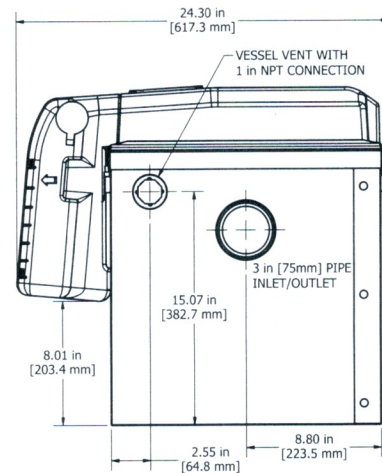
Internal Solids Strainer Capacity: _____ 2.5 Gallons (9.5 Liters)

Inlet/Outlet: _____ 3" (76 mm)

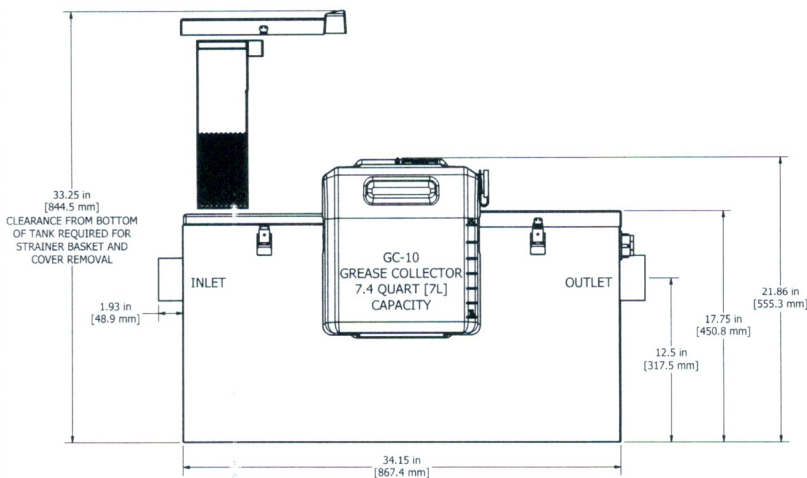
Product Weight: _____ 70 lbs (31.8 Kg)

*For Additional Electrical Configurations, see Electrical Variations section on page 2.

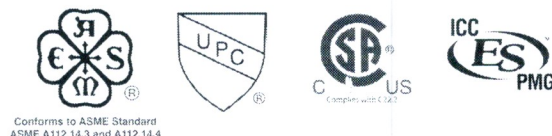
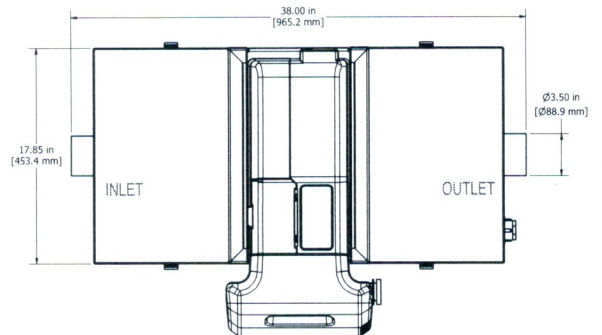
END VIEW

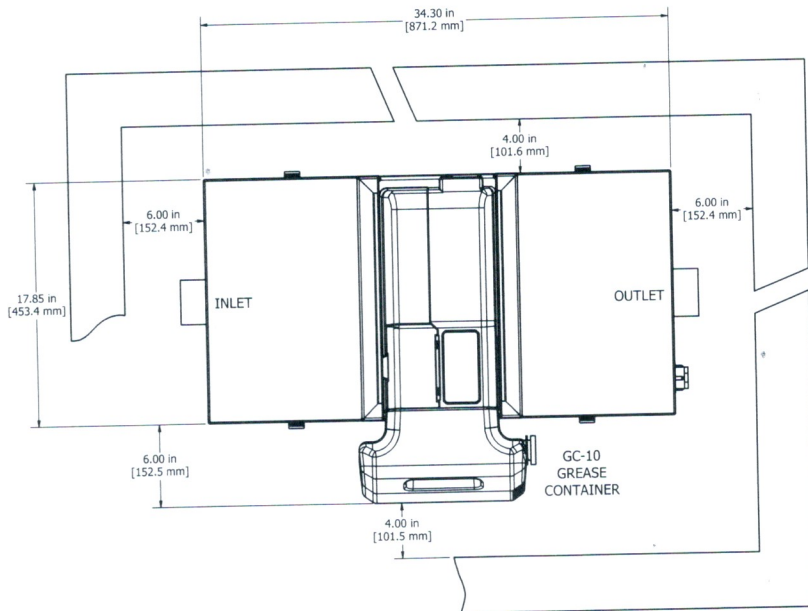


SIDE VIEW



TOP VIEW





INSTALLATION NOTES

1. READ instruction manual included with system before installing/operating.
2. Install unit allowing for the minimum clearances shown. Make sure there is sufficient space above Internal Strainer access cover to remove the strainer [minimum of 15.5" (394mm)]
3. Make piping connections with rubber "No Hub" connectors.
4. Keep outlet piping as straight as possible. Use only "sweep" connections.
5. Install vent on outlet piping.
6. Fill the tank with water before energizing the power to the motor and heater.
7. Do not install "P" Trap on outlet connection of tank (unit already has internal gas trap).
8. Do not reduce pipe size on outlet piping
9. Do not pressure test unit.

Equipment must be installed in compliance with all applicable laws, regulations and codes, including plumbing codes. Installation should be performed by a qualified plumbing contractor.

JOB SPECIFICATION

Grease and oils separator(s) shall be Thermaco Big Dipper automatic grease/oil recovery system(s) as manufactured by Thermaco, Inc., Asheboro, North Carolina as noted on plans.

AUTOMATIC GREASE REMOVAL DEVICE SPECIFICATIONS

Furnish and install ___ Thermaco Big Dipper Model No. W-500-IS, bright finish type 304 stainless steel exterior, rotationally molded polyethylene interior automatic self-cleaning grease and oil recovery separator(s) for floor mounted or partially recessed installation, rated to ASME A112.14.3 and/or PDI-G 101 standards at 50 gallons per minute (3.15 l/s) peak flow, 108 pounds (49.2 Kg) of grease capacity and including as an integral part of the unit, 3" (75 mm) inlet/outlet, 1 rotating gear oleophilic/hydrophobic skimming wheel assembly for automatic grease/oil removal, flow control device, self-regulating electric immersion heater with thermostatic control, 1" (25mm) vessel vent, integral gas trap, digital control for programmable operation, field reversible motor assembly and grease/oil sump outlet, quick release stainless steel lid clamps, fully removable integral polymer/304 grade stainless steel lid with magnetic lid tensioners, internal stainless steel strainer basket for collection of coarse solids, polymer wiper blade unit and a separate gasketed removable grease and oils collection container with carry handle and pouring spout. Electric assembly shall be tested to comply with pertinent sections of the Standards for Safety ANSI/UL 73 and/or ANSI/UL 1004. Electric motor equipped with overload protection. Two (2) no-hub connectors for plumbing connection provided.

ELECTRICAL VARIATIONS

- W-500-IS: 115V 50/60Hz, 1173 Watts (10.2 Amps)
- W-500-IS-E: 230V 50/60Hz, 1173 Watts (5.1 Amps)

SUBMITTAL OPTIONS

- FS-1 Point Source Flat Strainer (3.4 Gallons of additional solids storage capacity), has 2" inlet/outlet connection
- ESU-1 External Strainer (1.16 Gallons of additional solids storage capacity), has 2" inlet/outlet connection
- HAG-3 Horizontal Air Gap Assembly with 3" connection (comes with 3 flow restrictors for sink drains)
- HAG-BA-1 Solids Strainer Baskets for use with HAG-3 Assembly (Specify Quantity based on Number of Sinks: ___)
- SFK-2 Support Frame Kit, stainless steel construction



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **OUTDOOR PUBLIC SEATING RIGHT-OF-WAY PERMIT
(JN: ROW PERMIT)**

DATE: March 13, 2025

Engineering has reviewed the Outdoor Public Seating Right-of-Way permit application for The Fold at 219 S Main Street. Anticipating additional details to be provided regarding the fence material and documentation of support from the adjacent property owner, Engineering finds this application suitable for consideration by the Board of Public Works and Safety.

Requested motion: Move to approve the request for public seating in the alley adjacent to 219 S Main Street, from April 1 to October 30, 2025.

**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member

Application for Temporary Outdoor Seating in Public Right-of-Way

City of Goshen, Indiana

Name of Business: THE FOLD	Business Phone Number: 843 469-0314
Applicant Name: JESSE SENSENIG	Applicant Phone Number: <small>(required for after-hours contact)</small> SAME
Address: 219 S. MAIN ST.	
Installation Date: <small>(On or After April 1st)</small> APRIL 1ST	
Removal Date: <small>(On or Before October 30th)</small> OCT 30TH	
Contact: JESSE@THEFOLDGOSHEN.COM	

PERMIT APPLICANT

[Signature]

3/7/25

Signature

Date

LIABILITY INSURANCE REQUIREMENTS: \$1M General Liability Insurance Yes No

APPLICATION FEE: The fee for each Outdoor Seating Right-of-Way application shall be \$20.00. Please make check payable to: "CITY OF GOSHEN"

Date Paid 3/7/25 Cash Check # 0113

City of Goshen "Approval of Permit"

City Engineer	Date	Gina Leichty, Mayor	Date
Michael Landis, Board Member	Date	Mary Nichols, Board Member	Date
Barb Swartley, Board Member	Date	Orv Myers, Board Member	Date

Application Checklist

- Complete the application form
- Attach a scaled drawing showing the design of the installation with dimensions
- Include signed letters of support from adjacent property owners, if applicable GOT VERBAL APPROVAL FROM DAVE POTTINGER
- Provide pictures or drawings that illustrate the materials to be used in the installation
- Provide a brief description of operations including if alcohol sales will occur and hours of operation
- Supply certificate of liability insurance
- If vehicular traffic will be impacted by construction, include an installation and removal plan showing traffic maintenance accommodations EVERYTHING MOVEABLE
- Create and provide a maintenance checklist WE WILL ADD CLEANING OF THE OUTSIDE TABLES, ALLEYWAY, PLANTS, ETC... TO THE DAILY STAFF CHECKLIST.

Application Requirements

Establishments in the Downtown Business District serving food and/or beverages as the primary offering, or banquet facilities and rentable space permitted to allow catering services at the facility may request approval from the City of Goshen to place additional temporary seating outside of the facility in the portion of the public right-of-way directly adjacent to the property. For the purposes of this document, the Downtown Business District is defined as the area being along or between 2nd Street and 5th Street while also being along or between Pike Street and Madison Street. The portion of the public right-of-way directly adjacent to the neighboring properties may also be utilized upon written consent of the that property owner as long as all utilized portions of the right-of-way are contiguous. All approved installations and placement of private effects within the public right-of-way must be temporary and will only be allowed from April 1st to October 30th, at which time, the outdoor seating within the right-of-way privilege expires and the right-of-way must be returned to its original condition. Applications must be submitted on a yearly basis and all requests to the City of Goshen will require the following criteria be met prior to approval:

- All seating must allow access to public utilities, waste collection receptacles, hydrants, alleys, manhole covers, ADA parking spaces, and driveways; and must adhere to all standard codes, rules and guidelines for such establishments, including those set forth by the Indiana Alcohol and Tobacco Commission, if applicable.
- At a minimum, a 5-foot walkway must be maintained free of all obstructions on either:
 1. A portion of the sidewalk with a cross slope of 2.0% or less, or
 2. The most level 5-foot wide section of walkway as determined by the Engineering Department.
- If table service is to be offered, separation must be provided between seating and walkway through placement of a vertical barrier with a minimum height of 36 inches. The barrier must be free-floating, not damage the sidewalk surface, and not cause a trip hazard within the defined walkway.

- All necessary electrical connections must be encased in a cord safety cover.

Temporary walkways and seating areas constructed in adjacent parking spaces must be approved by the Board of Public Works and Safety, will be approved subject to parking demand, and will require the following criteria be met:

- All temporary walkways and seating areas must be on constructed surfaces that are a minimum of four inches high along the travel lane of the adjacent roadway, covered in slip-resistant material, and have a minimum load-bearing weight of 100 lbs./sq. ft.
- All temporary walkway and seating construction must allow the existing drainage patterns to be maintained and must provide a clear area adjacent to the curb in the roadway to allow runoff to flow. The required opening shall be no less than 12 inches in width and have a height of two inches or the height of the adjacent curb, whichever is greater.
- Constructed walkways must meet all guidance set forth in the U.S. Access Board's Proposed Rights-of-Way Accessibility Guidelines and provide a minimum walkway width of five feet.
- All temporary walkways and seating areas must be separated from the adjacent roadway with a vertical barrier that is a minimum of 36-inches high. The vertical barrier must be rigid, fastened securely to the constructed surface, and have no passable gaps greater than 6-inches. The vertical barrier, or delineators/bollards with reflective tape placed in addition to the barrier, must be placed between 18 and 36 inches away from the lane line of the adjacent travel lane and must be easily visible to the traveling motorist on said facility.
- A 3-foot clear area must be provided as a buffer between any construction and the closest parking space or driveway and the installation cannot obstruct vehicle sight lines as determined by the Engineering Department.
- Where requested by the City, additional separation and or protection may be required on the upstream end (end at risk of vehicle impact) of the construction. These determinations will be based on vehicle speed and a driver expectancy* in the adjacent roadway.

***Driver expectancy** refers to a driver's readiness to respond to hazards that are expected to be in a particular type of roadway corridor. If a hazard is atypical to the corridor than it is considered to be outside the expectancy of the driver.

Operation and Maintenance

Applicants are solely responsible for the maintenance and upkeep of their installations. This includes all duties and costs related to keeping the installation clean and in good condition. Areas should be cleaned each day of operation and any damage repaired promptly. Proper maintenance is a condition of the permission to install, and failure to conduct proper maintenance will result in the loss of permissions. The following list should be used as a minimum maintenance checklist:

- Wipe down table and chairs
- Clean up rubbish within and around the area
- Sweep in and around the area
- Remove debris against the outside edge of the barrier and along curb to help maintain free flow of runoff
- Water and maintain installed plantings

The City reserves the right to remove the installation if emergency or utility work needs to be conducted. The applicant will be responsible for all costs associated with the disassembly and removal of the installation.

Terms and Conditions

By applying for the Outdoor Seating in Public Right-of-Way of the Downtown Business District, Applicant agrees and shall comply with all terms and conditions included in this application and any related permit issued by the City of Goshen ("City"), which terms and conditions are detailed herein. Applicant acknowledges and agrees that the City may, in its sole discretion, deny or reject any application site that presents safety or traffic circulation concerns. Further, the City may, in its sole discretion, limit, reduce, or revoke any permit issued that presents safety or traffic circulation concerns.

- A. General Terms and Conditions.** Applicant acknowledges that this and any permit issued are revocable, at the sole discretion of the City, and temporary. As a result, any permit issued by the City shall be a revocable, temporary license permitting the applicant to operate an outdoor seating area for a limited period of time. Any permit issued creates no other property interest than a revocable license. This or any permit issued does not create a private right to occupy the public right-of-way or diminish the Mayor's, or his or her designee, authority to oversee and manage the use of the public right-of-way in the City's best interest. This revocable right-of-way privilege for outdoor seating is subject to modification or revocation at the City's sole discretion. For installations with impacts to parking spaces or vehicular alleyways, Applicant agrees and acknowledges that the City's Engineering Department will review the application and approve or deny the application for submission to the Board of Public Works and Safety and that the City's Board of Public Works and Safety will review the application and grant, grant with conditions, or deny the application. Applicant agrees and acknowledges that for all other installations the City's Engineering Department will review the application and grant, grant with conditions, or deny the application. Applicant agrees and acknowledges

that the Board of Public Works and Safety or the City's Engineering Department must approve the permit prior to the start of work. Applicant agrees and acknowledges that the City has the authority to condition or revoke approvals deemed to have been improvidently granted or inappropriate in light of new information or changed circumstances. In addition, the City may impose conditions on new or existing approvals in order to promote the public health, safety, and welfare and to mitigate adverse impacts that have arisen or may arise in connection with a new or expanded outdoor seating area approved under this program. Anyone who wishes to challenge the approval or denial may seek reconsideration by the City Engineer by submitting the appeal to the approval or denial via email to the City's Engineering Department. This shall be the exclusive means of appealing any approvals granted or revoked under the program. The City Engineer shall have the sole discretion to approve or reject a challenge, but such determination shall consider application requirements, program guidelines, and public health, safety, and welfare needs.

B. Operating Terms and Conditions. Applicants by applying for an Outdoor Seating Permit agree to comply with the following operating conditions:

1. Applicant shall comply with and enforce customer compliance with state and local requirements for restaurant and bar operation
2. Applicant shall be responsible for properly cleaning and disinfecting all dining tables and chairs as needed or required by local health requirements
3. Applicant shall have adequate on-site hand sanitizing and hand-washing stations available to employees and customers
4. Applicant shall be responsible for coordinating any issues or permissions required from neighboring operators affected by its proposed site
5. Applicant shall comply with all required liquor laws and be responsible for coordinating compliance with applicable local and state authorities
6. Applicant shall not store or prepare food within the City's right-of-way

C. Standard Terms and Conditions: Outdoor Seating in Public Right-of-Way of the Downtown Business District. Each applicant receiving permission to establish outdoor seating area in the right-of-way ("Permittee") agrees and shall abide by the following standard terms and conditions:

1. **COVID-19 Health Requirements and Other Standard Conditions.** The Permittee shall comply and further shall cause its employees, agents, guests, invitees, and contactors to comply with all federal, state and local statutes, rules, and orders addressing public health and social distancing, including any orders issued by the Elkhart County Health Department ("Public Health") and/or the City of Goshen ("City") that might apply to outdoor seating areas in the right-of-way. This shall include requirements governing social distancing, face covering, and other requirements for restaurants from the State of Indiana. In the event of a conflict between Public Health and state guidance, Permittee shall comply with whichever is more protective of the public health as determined by the City. In addition, the Permittee shall comply and further shall cause its employees, agents, guests, invitees, and contractors to comply with these terms and conditions and any other rules or regulations established by the City that might apply to outdoor seating areas in the right-of-way, which the City may modify or supplement from time to time in order to protect and promote the public health, safety, and welfare.
2. **Expenses.** All expenses associated with Permittee's establishment and operation of outdoor seating in the right-of-way shall be borne by Permittee. The City shall not be responsible for any costs associated with the Permittee's establishment and operation of outdoor seating in the right-of-way.
3. **Establishment of Outdoor Seating Area.** In establishing outdoor seating in the right-of-way, Permittee shall not modify, alter, or demolish existing curbs, sidewalks, streets or other encroachments within or near the right-of-way or attach furniture or other fixtures using fasteners, adhesives, or other invasive means, unless specifically approved by the City as part of the City's approval of Permittee's plans. Permittee acknowledges and agrees to have the installation inspected by the Engineering Department prior to use.
4. **Maintenance of Outdoor Seating Area.** Following the Permittee's establishment and operation of outdoor seating in the right-of-way, Permittee shall maintain the area in good, clean and safe condition and repair and in accordance with applicable City rules and regulations. If the City determines that the outdoor seating area poses a hazardous condition, has caused damage to City property, or is otherwise not being properly maintained, the City may require Permittee to immediately take such action as is necessary to rectify the situation to the City's satisfaction. If Permittee fails to correct the identified hazardous condition, improper maintenance, damage, or other problem caused by the outdoor seating area, the City may do so; whereupon Permittee shall pay all costs incurred by the City, together with interest thereon from the date that the City pays or incurs such costs at a reasonable rate of interest determined by the City, within thirty (30) days after the City's written demand.
5. **City's Right to Enter upon Occupied Right-of-Way.** Permittee acknowledges that the City and its authorized agents have unlimited right to enter upon the right-of-way at any time for any purpose, including without limitation to inspect the right-of-way and permitted encroachments; provided, however, the City shall have no duty to inspect.
6. **Rights of Utility Companies.** All rights herein granted to Permittee establish and operate outdoor seating area in the right-of-way are subject and subordinate to the rights of any and all utility companies that may now or hereafter have utility lines and/or other utility installations within the right-of-way.

Permittee shall not alter, relocate, or otherwise interfere with such utility lines and installations and shall not do anything that will impair such utility companies' right to enter upon the right-of-way from time to time for all purposes associated with the operation, maintenance, repair, replacement or removal of such utility lines and installations. Permittee shall ensure that such utility companies have continued access to the subject area, 24 hours per day, 7 days per week, 52 weeks per year.

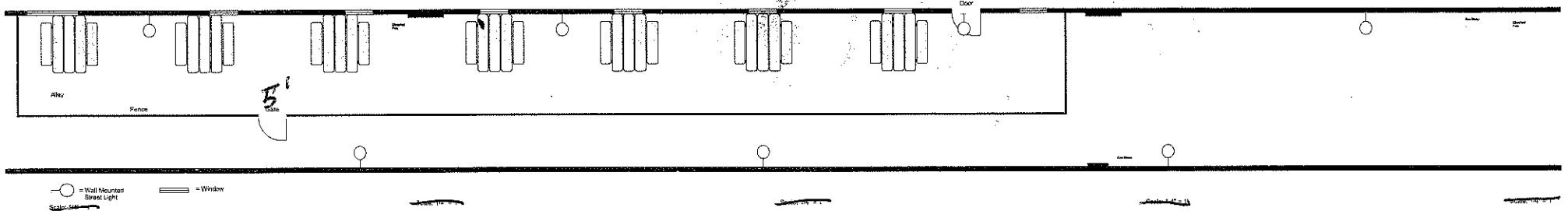
7. **Insurance.** During the period in which this revocable privilege is in effect, Permittee shall maintain a policy of General Liability insurance with respect to the right-of-way and the outdoor seating area in an amount not less than One Million Dollars per occurrence, combined single limit, naming the City as an additional insured. Permittee shall furnish to the City a certificate of insurance evidencing such insurance prior to commencing construction of Permittee's permitted encroachments, unless otherwise authorized by the City.
8. **Waiver of Claims for Damage.** The City shall have no responsibility or liability for loss or damage to any person or property including the permitted encroachments or theft of any permitted encroachments or any items of personal property that may at any time be on the right-of-way, including without limitation damage caused by the general public, trespassers, graffiti, thrown objects, wind, hail fire, or other casualty, no matter how such damage is caused. As a material inducement to the City to grant this outdoor seating privilege, Permittee hereby waives, as against the City and its elected officials, officers, employees, agents, guests, invitees, and contractors, all claims and liability, and on behalf of Permittee's insurers, rights of subrogation, with respect to property damaged or destroyed by fire or other casualty or any other cause, no matter how caused.
9. **Indemnification.** Permittee shall indemnify, defend, and save the City, its elected officials, officers, employees, agents, and contractors harmless from and against any and all losses, damages, settlements, costs, charges professional fees, and other expenses and liabilities of every kind and character (including without limitation attorney fees) arising out of or related to any and all claims, liens, demands, obligations, actions, proceedings, or causes or action of every kind and character in connection with Permittee's establishment and operation of outdoor seating area in the right-of-way, use of the right-of-way, or violation of the provisions set forth in this outdoor seating privilege, including without limitation any of the foregoing that may arise or be claimed with respect to any death, personal injury, or loss of or damage to property on or about the right-of-way. Permittee shall assume the defense (with counsel acceptable to the City) and settlement of any and all such suits or other legal proceedings brought against the City and shall pay all judgements entered in such suits or other legal proceedings. The assumption of liability and indemnity obligations of Permittee under this outdoor seating privilege shall survive the termination of this outdoor seating privilege with respect to matters arising prior thereto.
10. **Compliance with all Applicable Laws.** Permittee shall at all times maintain compliance with all applicable federal, state and local laws, regulations, ordinances, or other rules.
11. **Adverse Impacts on Adjacent Properties.** Permittee shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification, or removal of the permitted encroachments.
12. **Accessibility.** Permission for outdoor seating in the right-of-way shall be conditioned on maintenance of accessible conditions along the sidewalk adjacent to the outdoor at least 60-inches in width at all points adjacent to the outdoor seating area, which area shall be permitted to be narrowed due to existing sidewalk fixtures (e.g., light posts, fire hydrants, and other fixtures) but in no case shall be narrower than 48-inches for a length of more than 2-feet.
13. **City's Right to Revoke.** The City shall have the right to revoke or alter, at its sole discretion, this outdoor seating privilege, upon providing written notice to Permittee. Within 14-days, unless otherwise agreed to by the City, Permittee shall remove the permitted encroachment and restore the right-of-way to a condition that is acceptable to the City.
14. **Obligation to Remove Permitted Encroachment.** If Permittee fails to timely remove the permitted encroachment and restore the right-of-way as required under this outdoor seating privilege, the City may do so at Permittee's expense. All obligations of Permittee hereunder that have accrued but have not been fully performed as of the effective date of the termination of this outdoor seating privilege shall survive such termination until fully performed.
15. **Transfer of Permittee's Property.** This outdoor seating privilege is personal to Permittee, shall not inure to the benefit of Permittee's successors-in-interest with respect to Permittee's property, and shall not be recorded in the public records. Permittee shall provide the City thirty (30) days' prior written notice of its intent to close on the sale or transfer of Permittee's property. Upon Permittee's sale or transfer of Permittee's property, this outdoor seating privilege shall automatically terminate. Prior to the closing on any such sale or transfer, unless the City has granted, and the purchaser or transferee has accepted, an outdoor seating privilege for the permitted encroachments and restore the right-of-way to a condition that is acceptable to the City.

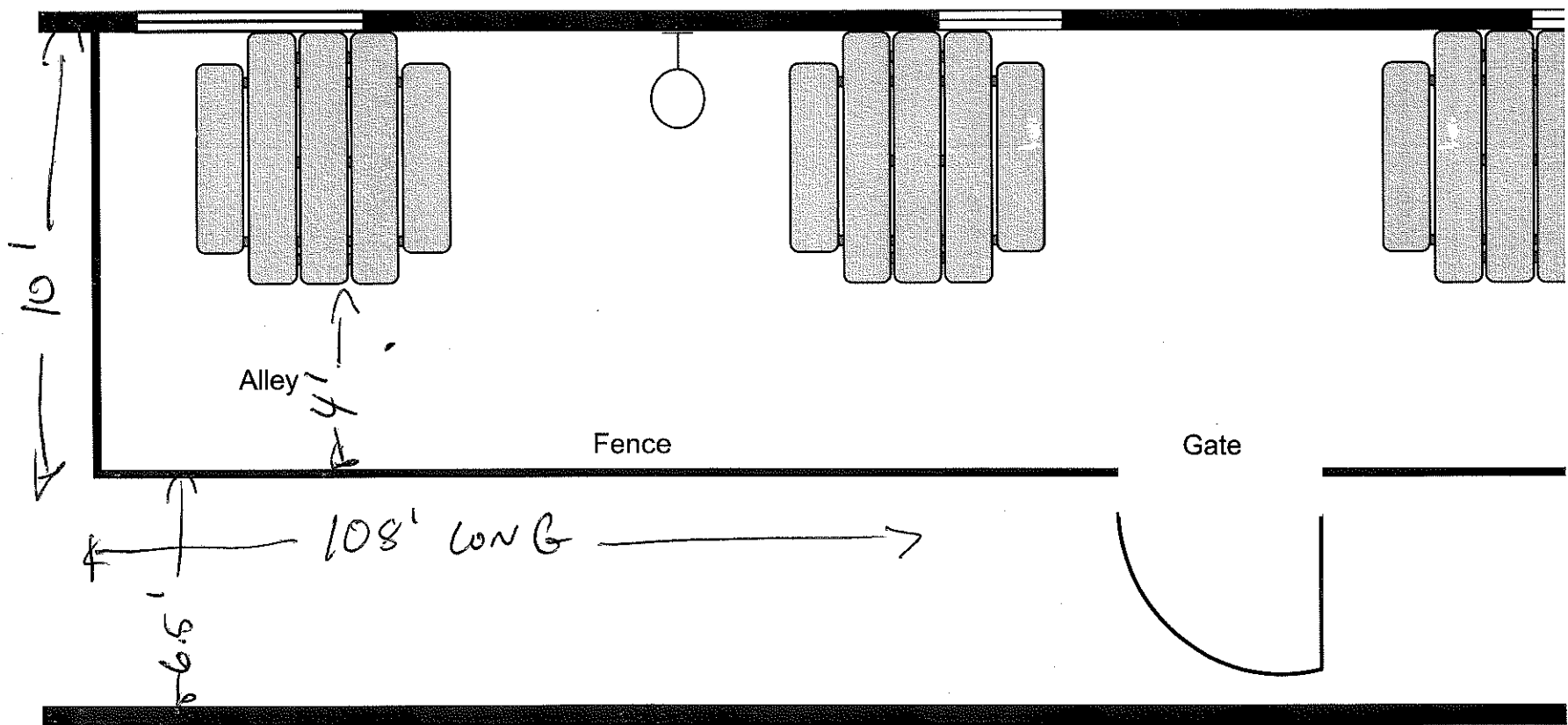
BLACK METAL FENCING



— PICNIC
TABLES

36" or HIGHER STEEL (MOVABLE) FENCING

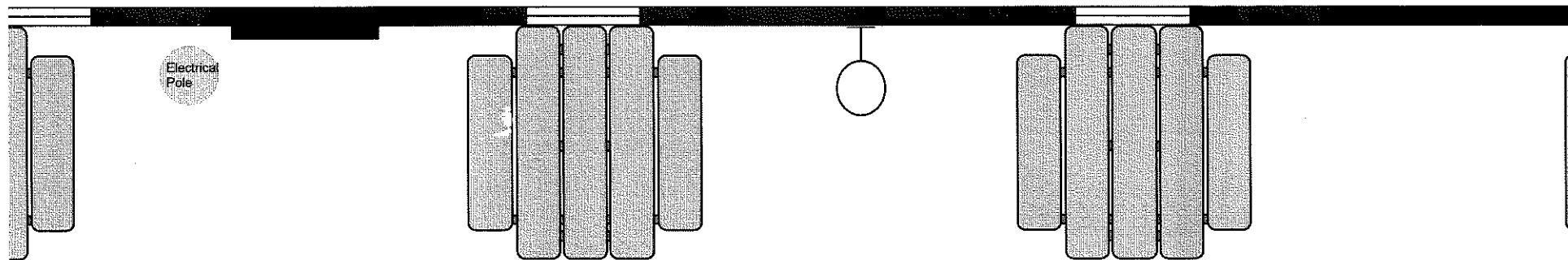




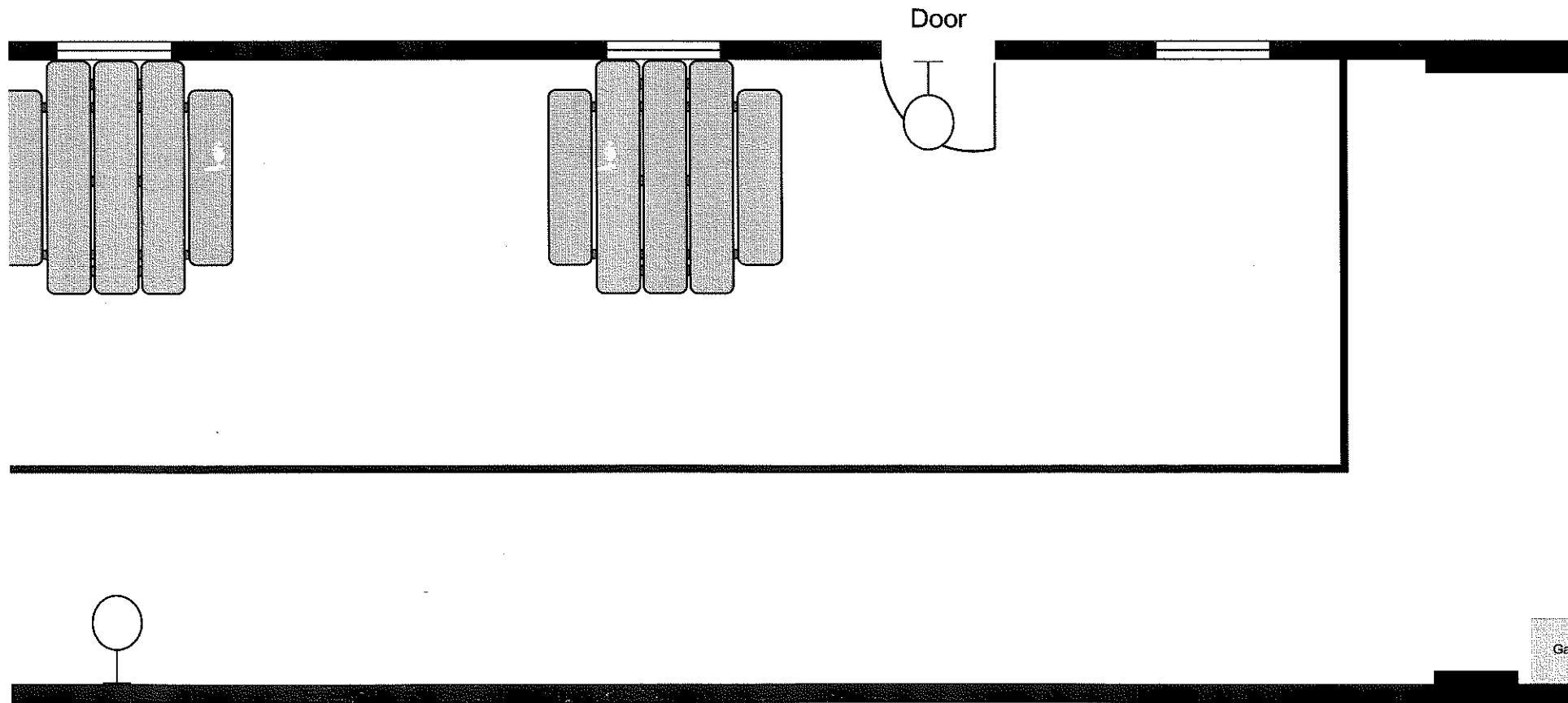
○ = Wall Mounted Street Light

▬▬ = Window

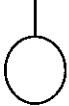
Scale: 1/4" = 1'



Scale: 1/4" = 1'

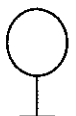


Scale: 1/4" = 1'



Gas Meter

Meter



Scale: 1/4" = 1'



Electrical
Pole



Scale: 1/4" = 1'

New Policy Quote

RatingNumber: 3689
12/5/2024

722 North Cable Rd
Lima, OH 45805-1795



Phone (419) 227-6604
affinity-mutual.com

Ride Along LLC
219 South Main Street
Goshen, IN 46526

HUMMEL GROUP, INC.
13489 COUNTY ROAD 16
MIDDLEBURY, IN 46540

Package Type: Office

Phone Number: (260) 768-4547

Business Description: Mercantile Non-Mfg Office Building

ANNUAL PACKAGE PREMIUM \$7,012

Property Locations

1 219 South Main Street
Goshen, IN

Commercial Property

Loc	Bldg.	Description	Agreed Value	Covg Form	Infl. Guard	Co. Ins.	Repl. Cost	Ded.	Limit	Premium
1	1	6720 Sq Ft Building	<input checked="" type="checkbox"/>	Special	N/A	90	<input checked="" type="checkbox"/>	2500	1,178,500	\$6,274
Includes Equipment Breakdown coverage										
1	ALL	Affinity Extended Protection	<input type="checkbox"/>	Special	N/A	N/A	<input type="checkbox"/>	2500	0	\$400

Commercial Property Premium = \$6,674

General Liability

	LIMITS
Deductible: 0	General Aggregate: 2,000,000
	Products Completed Operations Aggregate: 2,000,000
	Personal Advertising Injury: 1,000,000

Each Occurrence: 1,000,000
 Fire Damage: 100,000
 Medical Expense: 5,000

Loc	Coverage	Premium Basis	Subline	Basis	Premiu
0	Minimum Premium Charge		Prem/Op incl_Prod	0	\$73
1	Building or Permisses - Bank or Office - Mercantile or Manufacturing (lessor's risk only) - Other than not-for-profit	Area	Prem/Op	6,720	\$265

General Liability Premium = \$338

Serving Pizza, wings, salads, and appetizers along with craft beer, cocktails, wine, etc...

Monday- Lunch 11-2pm

Dinner- 4-11pm

Tuesday- Closed

Wednesday- Closed

Thursday- Lunch 11-2pm

Dinner- 4-11pm

Friday- Lunch 11-2pm

Dinner 4-12am

Saturday- 12pm-12am

Sunday- 12-8pm



CITY OF GOSHEN LEGAL DEPARTMENT
Bodie J. Stegelmann, City Attorney

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

bodiestegelmann@goshencity.com • www.goshenindiana.org
Phone (574) 537-3854 • Fax (574) 533-8626 • TDD (574) 534-3185

MEMORANDUM

To: Board of Public Works & Safety
From: Bodie J. Stegelmann
Re: Agreement with Goshen Little League, Inc.
Date: March 13, 2025

It is recommended that the Board approve an agreement with Goshen Little League, Inc. for the maintenance and use of a parking facility located at the east end of Pringle Drive. City equipment use this parking facility to turn around during maintenance activities on Pringle Drive, and City Park patrons use this parking facility to access Pringle Park. Goshen Little League, Inc. reached agreements with Goshen Schools and the City to share certain maintenance expenses relative to this parking facility. The agreement provided with this memorandum reflects the agreement City staff reached with Goshen Little League, Inc., and calls for a payment to Goshen Little League, Inc. in the amount of \$7,118.00.

Suggested motion: Move to approve the Agreement for the Maintenance and Use of Parking Facility with Goshen Little League, Inc.; authorize Mayor Leichty to execute the Agreement; and authorize payment to Goshen Little League, Inc. in the amount of \$7,118.00.

AGREEMENT

For the Maintenance and Use of Parking Facility

THIS Agreement is entered into by and between the City of Goshen, hereinafter referred to as "City," and the Goshen Little League, Inc., hereinafter referred to as "Little League," to maintain a certain parking facility.

WHEREAS, Little League owns real property on which a parking facility is located, generally south of Pringle Park, and east and south of Pringle Drive, in Goshen, Indiana, depicted in Exhibit A (hereinafter referred to as "Parking Lot");

WHEREAS, since approximately 1993, Little League has used Parking Lot for youth baseball and softball spectator parking, and the City has used Parking Lot for Pringle Park patron parking and to allow City vehicles to turn around while performing maintenance tasks on Pringle Drive;

WHEREAS, the Parking Lot needed resurfacing work, which was undertaken by Little League during the summer of 2024, and

WHEREAS, City agrees to contribute to the expense of resurfacing the Parking Lot based on the terms and conditions of this Agreement.

NOW THEREFORE the parties acknowledge and agree as follows:

1. City shall pay to Little League the sum of Seven Thousand One Hundred Eighteen and 00/100 Dollars (\$7,118.00) for the purpose of resurfacing the Parking Lot. Payment shall be made within 45 days of the execution of this Agreement. Little League shall be responsible to raise the remaining funds necessary to pay the full cost of resurfacing of the Parking Lot.
2. City and Little League shall continue to share the use of the Parking Lot on a first-come, first-serve basis at all times of the year.
3. Little League shall allow City vehicles to continue to use the Parking Lot to turn its vehicles around as such vehicles maintain Pringle Drive.
4. City and Little League each commit to maintain the Parking Lot in a condition reasonable under the circumstances. City and Little League each commit to contribute to the maintenance and repair of the Parking Lot on a one-third (1/3) basis (Little League anticipates contributions from the Goshen Community Schools to cover the remaining one-third (1/3) cost of maintenance and repairs). The parties acknowledge that this agreement only applies to maintenance and repairs that will benefit both parties. Little League will not be entitled to contribution from City for any maintenance, repairs, or

alterations to the Parking Lot without the prior consent of the City; however, consent shall not be unreasonably withheld.

5. City and Little League agree to review this agreement in approximately five (5) years (on or before November 30, 2029) to determine whether any circumstances have changed in a material manner that would cause the agreement between the parties to be in need of amendment.

6. This agreement shall be fully binding upon and shall inure to the benefit of the successors in interest of the respective parties.

IN WITNESS WHEREOF, the parties have set their hands to this agreement on the date(s) indicated below.

City of Goshen, Indiana

Goshen Little League, Inc.

By _____

By Erica Elswick

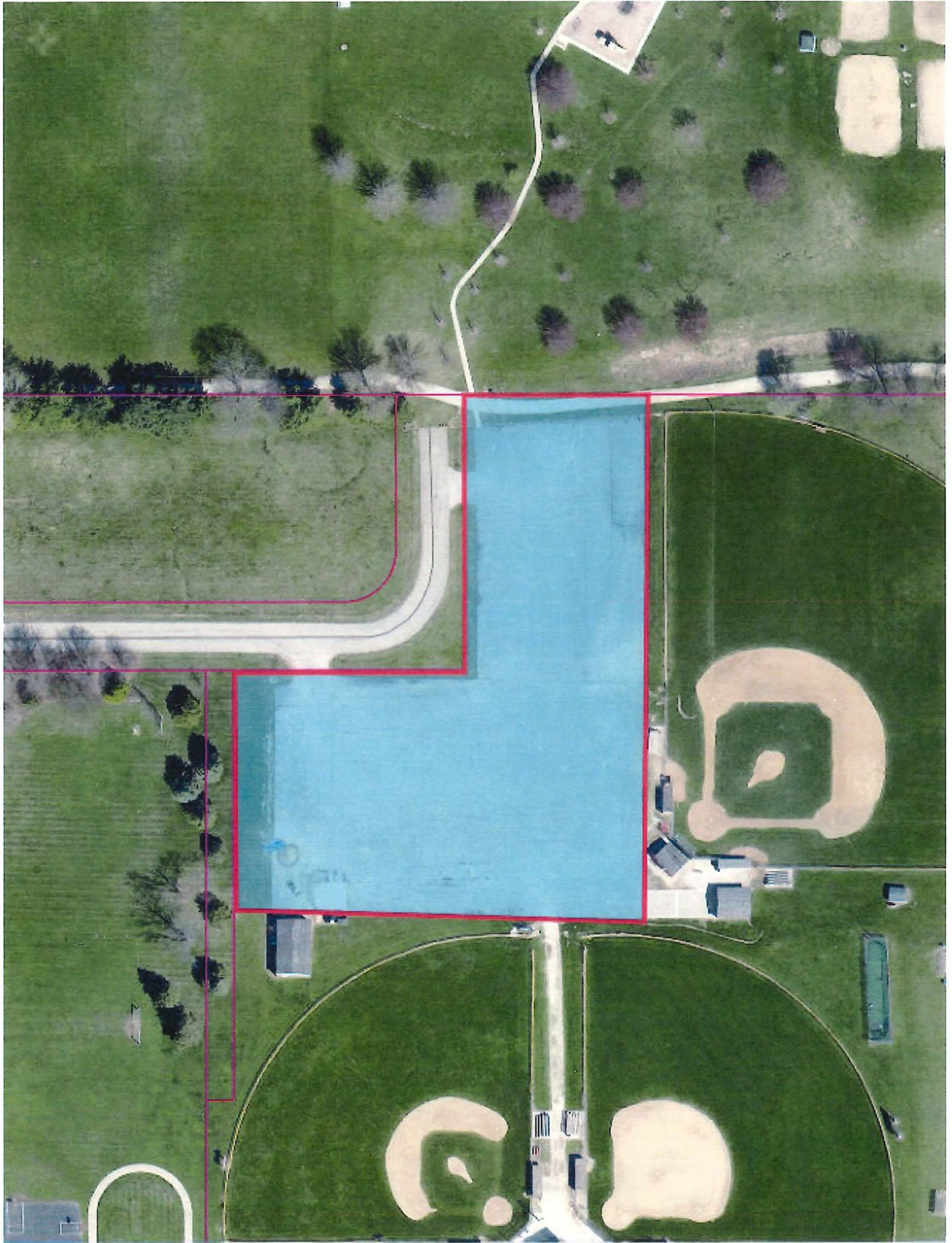
Gina M. Leichty, Mayor

Printed: Erica Elswick

Its: President

Date: _____

Date: 1-15-25





CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

donshuler@goshencity.com • www.goshenindiana.org
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

March 13, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Agreement with TROTM, LLC for Mill Race Townhomes Development

Attached for the Board's approval and execution is a Resolution to approve an Agreement for the Sale, Purchase, and Development of Real Estate with TROTM, LLC, and to authorize the Mayor to execute the same. The Agreement outlines the terms for development of three parcels of real estate located between River Race Drive and South Second Street.

Under the Agreement, City Redevelopment will transfer the real estate to TROTM, LLC for the development. The development will include construction of 18 townhomes across three structures, with an anticipated capital investment of \$15,000,000. The City will retain a mortgage on the Real Estate in the sum of \$3,000,000 until minimum investment thresholds are met. Construction of the first structure and townhomes is anticipated to be complete by March 1, 2026, with completion of all structures by March 1, 2029.

Board of Works approval is necessary to authorize the utility-related provisions in the Agreement, which including permitting TROTM, LLC to tie the project's stormwater system to the City's infrastructure, ensuring connections for water and sewer service, utility tap abandonments, and sidewalk/curb adjustments.

Suggested Motion: Move to approve the Resolution as presented, which authorizes the Mayor to execute the Agreement on the City's behalf.

RESOLUTION 2025-06

Authorizing Execution of Documents and Sale, Purchase, and Development of Real Estate Agreement

Whereas, the Goshen Redevelopment Commission (“Redevelopment Commission”) has approved an Agreement for the Sale, Purchase, and Development of Real Estate (“Agreement”) with TROTM, LLC (“Purchaser”), for the development of The Row on the Millrace residential project;

Whereas, the Agreement provides for the conveyance of approximately 1.01 acres of real estate from the Redevelopment Commission to Purchaser, subject to certain terms, conditions, and obligations detailed therein;

Whereas, pursuant to the Agreement, the City of Goshen (“City”) is responsible for certain infrastructure improvements and utility-related matters adjacent to and serving the subject real estate, including but not limited to permitting connections to city stormwater infrastructure, funding sidewalk relocations, curb adjustments, and other related utility and infrastructure improvements;

Whereas, it is necessary and proper for the Goshen Board of Public Works and Safety to formally authorize execution of documents and the Redevelopment Director’s authority to sign documents necessary for closing and effectuating the Agreement;

Now, Therefore, Be It Resolved by the City of Goshen Board of Public Works and Safety as follows:

1. The Board of Public Works and Safety hereby approves the Agreement for the Sale, Purchase, and Development of Real Estate with TROTM, LLC, and authorizes the Mayor to execute the same on behalf of the City.
2. The Board of Public Works and Safety hereby authorizes the Redevelopment Director to execute all necessary documents related to closing, conveyance, and implementation of the Agreement.

PASSED and ADOPTED on March 13, 2025.

Gina M. Leichty, Mayor

Michael Landis, Member

Mary Nichols, Member

Barb Swartley, Member

Orv Myers

AGREEMENT FOR THE SALE, PURCHASE AND DEVELOPMENT OF REAL ESTATE

THIS AGREEMENT, is made and entered into this March ____, 2025, by and between City of Goshen, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission and Board of Public Works and Safety, hereinafter referred to as “Redevelopment,” and TROT M, LLC, an Indiana domestic limited liability company, hereinafter referred to as “Purchaser.”

WHEREAS Redevelopment sought proposals to develop three (3) parcels of real estate identified as tax codes 20-11-16-202-018-000-015 consisting of approximately .32 acres, 20-11-16-202-019.000-015 consisting of approximately .39 acres, and 20-11-16-202-020.000-015 consisting of approximately .30 acres, for a total of 1.01 acres, all located in Elkhart Township in the City of Goshen, Indiana hereinafter collectively referred to as the “subject real estate”. The subject real estate is shown as Exhibit A attached to this Agreement.

WHEREAS, Purchaser intends to construct three (3) residential structures consisting of six (6) townhomes per structure, with anticipated square footage of at least two thousand five hundred (2,500’) per townhome, with an anticipated capital investment of approximately Fifteen Million Dollars (\$15,000,000.00) (the “Project”);

Purchaser agrees to develop the subject real estate in accordance with the terms, covenants and conditions set forth in this Agreement. Redevelopment agrees to sell and Purchaser agrees to purchase the subject real estate.

REAL ESTATE

The subject real estate is described as follows:

Mill Race Townhomes Primary Subdivision Phase 1, Phase 2 and Phase 3 as recorded November 1, 2016 in Plat Book 36, page 62 as Instrument Number 2016-22780 in the office of the Recorder of Elkhart County, Indiana.

Formerly known as Lot One (1) of River Race Subdivision as recorded May 21, 2014 in Plat Book 35, Page 20 as Instrument Number 2014-08737 in the office of the Recorder of Elkhart County, Indiana.

CONSIDERATION FOR PURCHASE AND DEVELOPMENT

Purchaser agrees to pay Redevelopment the sum of One Dollar (\$1.00) (“purchase price”) for the subject real estate at the closing. Redevelopment will transfer title of the

subject real estate to Purchaser upon Purchaser obtaining all zoning approvals, by no later than May 1, 2025.

As additional consideration, Purchaser commits to develop the subject real estate on the terms and conditions set forth in this agreement.

Redevelopment agrees to fulfill Redevelopment's obligations as set forth in this agreement.

REDEVELOPMENT LIEN

Redevelopment will retain a mortgage in the amount of Three Million Dollars (\$3,000,000.00) to insure that Purchaser makes the agreed to investment in the real estate. At the time of the sale of a developed parcel of real estate Redevelopment will release the mortgage so that the parcel can be sold free and clear of the mortgage. If Purchaser transfers any undeveloped parcel of the real estate to Redevelopment, Redevelopment agrees to release the mortgage as to the portion of the real estate transferred. Additionally, Redevelopment agrees to subordinate its mortgage to allow Purchaser to acquire financing for the project so long as such financing is used solely for this development.

Once Purchaser has invested Thirteen Million Dollars (\$13,000,000.00) into the real estate, Redevelopment will completely release its mortgage. Purchaser shall submit a certified report, prepared by a licensed accountant or financial professional, verifying that Purchaser has invested the minimum of Thirteen Million Dollars (\$13,000,000.00) into the Project and subject real estate prior to Redevelopment releasing its mortgage entirely. The investment verification shall include documentation of hard and soft costs such as construction materials, labor, engineering, architectural services, and other directly related expenses.

During the term of the Project, Purchaser shall provide Redevelopment with quarterly progress reports detailing expenditures related to the project, starting thirty (30) days after closing. Redevelopment has the right to audit Purchaser's financial records related to the Project upon reasonable notice to verify Purchaser's required investment under this Agreement.

OBLIGATIONS OF REDEVELOPMENT

In order to induce Purchaser's commitment and investment, Redevelopment agrees to do the following at Redevelopment's expense:

1. Redevelopment will work with Purchaser to obtain a Site Status Letter from the Indiana Brownfield Program for the development and fund the completion of a Phase I Environmental Site Assessment within 180 days of closing.

2. Indiana Department of Environmental Management (IDEM) requires a two (2) foot cap of clean soil in any areas of the lots that are greenspace. Once final site layout has been established by the Purchaser, Redevelopment will compile available soil data and submit information to IDEM showing that all greenspace meets their closure requirements. If additional soil data is needed, sampling will be completed by Redevelopment. If additional excavation work and capping is needed, Redevelopment will coordinate the remediation activities with the Purchaser and fund the work. Redevelopment will submit all final documentation to IDEM requesting environmental closure for the site be granted to the Purchaser.
3. Redevelopment will fund the transport and disposal of all soils removed by Purchaser during the construction of the three (3) residential structures and replacement of the excavated soils with clean fill during or upon completion of construction. Redevelopment acknowledges that this process may require excavation, transportation and disposal of soils at separate times; perhaps once for the construction of each residential structure.
4. Redevelopment will fund a replat of the subdivision to modify the western property line per Exhibit B prior to transfer of the land to the Developer.
5. Redevelopment agrees to affirmatively support any zoning change as long as the change is consistent with the terms and conditions of this Agreement. Redevelopment will support an approved landscaping plan through City Planning & Zoning that would allow alternative tree placement for the development.
6. Redevelopment will fund the abandonment of any unneeded water lateral/taps that were previously installed at the subject real estate. Redevelopment will fund reconstruction of any portion of River Race Drive adjacent to the subject real estate impacted by the abandonment of the unneeded water lateral/taps.
7. Redevelopment will not require the abandonment of unneeded sanitary sewer laterals along South 2nd Street; said unneeded services will be cut below grade and capped.
8. Redevelopment will fund the relocation of the sidewalk to the west of the subject real estate so it will be adjacent to the curb along South 2nd Street.
9. Redevelopment will maintain ownership of the green space on the west side of South 2nd Street but Purchaser agrees to including a landscaping plan for this area that Purchaser will install and maintain.
10. Redevelopment will allow the subject real estate's stormwater to tie into the storm system along South 2nd Street.

11. Curbs along east side of the property/west edge of River Race Dr.

OBLIGATIONS OF PURCHASER

As additional consideration for the purchase of the subject real estate, Purchaser agrees to the following at Purchaser's expense:

1. Purchaser agrees to develop a site plan and construct building and improvements consistent with the Purchaser's plan as presented to the Redevelopment Commission on February 13, 2024.
2. Construct all building water lines and building sewer lines necessary to provide water and sewer service to each building constructed.
3. Comply with all applicable federal, state and local laws including all building codes and ordinances, all applicable zoning, and subdivision ordinances and all city engineering policies and standards.
4. Submit final site plans and architectural plans to Redevelopment Commission and obtain the Commission's approval before commencing construction. Approval will not be unreasonably withheld by the Commission.
5. Retention of stormwater by a method approved by city engineering department or otherwise consistent with this Agreement.
6. Develop a landscaping plan for the green space on the west side of South 2nd Street that Purchaser will install and that Purchaser will maintain said green space following installation. Upon completion of development and Purchaser's obligations hereunder, Purchaser shall transfer responsibility for maintenance of the green space to a properly formed and established HOA. It is anticipated that Redevelopment and said HOA will enter into an agreement concerning ongoing maintenance of the green space.

INFRASTRUCTURE CONSTRUCTION REQUIREMENTS

1. Water building lines, sewer building lines, sidewalks, and other appurtenant facilities, shall be constructed in accordance with detailed plans and specifications approved in advance of construction by the Goshen City Engineer and the Goshen Board of Public Works and Safety.
2. Redevelopment and Purchaser each agree to execute all deeds of easements, rights of way or other documents that are reasonably necessary, desirable or appropriate to further the development of the subject real estate and to provide for the future

maintenance of the City of Goshen's water mains, sewer mains, streets and sidewalks.

3. All easements and rights of way obtained shall be recorded in the office of the Recorder of Elkhart County, State of Indiana.
4. City of Goshen will supply each residential building constructed on the subject real estate with water and sewer services to the property line upon the completion of the sewer building lines and water building lines necessary to provide the subject real estate with water and sewer services, but only if Purchaser constructs, at Purchaser's expense or otherwise consistent with this Agreement, water and/or sewer building lines from each building to be serviced to the existing water main or sewer main. Such building lines must be constructed in accordance with specifications reasonably approved by the Goshen City Engineer.
5. All new buildings constructed on the subject real estate shall be connected to the City's sewer system and water system at the expense of the purchaser of the subject real estate before the building is occupied.

PHASING AND DUTY TO DEVELOP

Purchaser will construct the exterior and the framework of the first structure, said structure consisting of at least fifteen thousand square feet (15,000 sq.ft.) on or before March 1, 2026. Timing of the construction of the remaining structures will be based on demand, except all three (3) structures and all eighteen (18) townhomes must be constructed by March 1, 2029.

If Purchaser determines that market conditions substantially impact the demand for townhomes and thereby the ability to meet the construction deadlines set forth in this Agreement, Purchaser may submit a written request to Redevelopment for an extension. The request must include documentation demonstrating the specific market conditions affecting demand and a revised timeline for completion of the Project.

Redevelopment shall evaluate the request in good faith and may grant an extension of up to twelve (12) months per structure, provided that Purchaser demonstrates continued progress on the Project and adherence to all other obligations under this Agreement. Any extensions beyond twelve (12) months shall require an amendment to this Agreement.

LANDSCAPING REQUIREMENTS

The landscaping must be consistent with the City of Goshen landscaping requirements. Purchaser must pay for all required landscaping on the subject real estate.

CLOSING

The closing to transfer ownership of the subject real estate to Purchaser shall occur on or before May 1, 2025, subject to Purchaser obtaining all necessary zoning approvals for development of the subject real estate. The closing deadline may be extended by agreement of both parties. Parties will equally share the costs of the closing agent.

TITLE INSURANCE

1. Redevelopment will conduct at Redevelopment's sole cost a title search to confirm the ownership of the real estate for the benefit of Purchaser within thirty (30) days of the execution of this agreement.
2. At the time of closing, Redevelopment agrees to provide Purchaser with a deed conveying a merchantable title to the real estate and a policy of title insurance in standard ALTA owner's form insuring the title to the real estate to be conveyed by Redevelopment to Purchaser in an amount equal to the purchase price, to be free of defects, except such defects that are included in the standard exceptions forming a part of such policies.

WARRANTIES

1. Redevelopment shall deliver to Purchaser a warranty deed conveying to Purchaser a merchantable title to the real estate free and clear of all liens and encumbrances, except conditions of record including zoning restrictions, taxes and assessments.
2. Redevelopment makes no warranty, express or implied, that the real estate is suitable for any particular purpose. Purchaser has made its own inspection of the real estate and relies solely upon Purchaser's observation in deciding to purchase the real estate. Purchaser does not rely upon any representation of Redevelopment or any agent of Redevelopment.

POSSESSION OF REAL ESTATE

Possession and occupancy of the real estate will be delivered to the Purchaser on the date of closing.

RISK OF LOSS

Redevelopment shall assume the risk of loss until the closing at which time Purchaser shall assume the risk of loss.

PURCHASER'S WARRANTIES AND REPRESENTATIONS

1. Purchaser will construct buildings and infrastructure on the subject real estate in accordance with detailed plans submitted to Redevelopment for review and comment by Redevelopment prior to construction. Purchaser's construction will comply with all applicable federal, state and city statutes including building codes, subdivision ordinances, zoning ordinances, environmental rules and regulations. This agreement shall not be construed to limit Purchaser's right to petition and obtain zoning variances as it deems necessary.
2. The person signing this agreement warrants that such person has full lawful right, power and authority to execute and deliver this agreement to Redevelopment and has the authority to obligate TROTM, LLC to carry out the terms and conditions of this agreement.

DEFAULT AND REMEDIES

Each of the following shall constitute an event of default under this agreement

1. A proceeding under the provisions of the Federal Bankruptcy Code is filed against the Purchaser or the Purchaser voluntarily submits itself to such proceeding;
2. The Purchaser shall make an assignment for the benefit of creditors;
3. A receiver is appointed for the Purchaser, the subject real estate or assets of the Purchaser;
4. Either party materially violates or fails to keep, perform or comply with any of the terms, provisions, and covenants to be kept, complied and performed under this agreement.

Upon the occurrence of any event of default by the Purchaser, Redevelopment shall notify Purchaser in writing of the alleged default and shall demand performance to remedy the default. The Purchaser shall then proceed to remedy or cure such default with thirty (30) days after receiving the notice. If Redevelopment gives notice of a default of a nature that cannot be reasonably cured within the thirty (30) days, then no breach of this agreement shall be deemed to have occurred so long as the Purchaser, following notice by Redevelopment, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to cure the same within a reasonable period. In addition, no default shall have been deemed to have occurred if and so long as the Purchaser shall be delayed in or prevented from curing any default as a result of an unavoidable delay. An unavoidable delay shall mean any delay caused by reason of power outages, fire, acts of God, significant economic dislocations such as inflationary pressures, market collapses, or other unforeseen

economic conditions that render performance commercially impracticable, or other reasons beyond Purchaser's control and not avoidable by reasonable diligence. Following any default by the Purchaser for which the Purchaser does not diligently pursue a cure, Redevelopment may institute and exercise any and all proceedings and remedies permitted by law or equity.

In the event that either the Purchaser or Redevelopment breach or default under any terms of this agreement, the non-defaulting party shall have the right to such damages as may be available in law or equity, including the right to compel specific performance and/or the right to recover costs and expenses in enforcing the provisions of this agreement, the costs and expenses incurred to the date of the breach in complying with the terms of this agreement and the costs and expenses relating to the initiation of construction and development of the plans.

AMENDMENT

This Agreement may be amended only by mutual written consent of the parties. Either party seeking an amendment shall submit a written request detailing the proposed amendment, the reasons for the amendment, and any supporting documentation.

The other party shall have thirty (30) days to review and respond to the request. If both parties agree to the amendment, they shall execute a written amendment that shall become effective upon execution. Amendments may be used to address changes in deadlines for closing, construction completion, or any other material term of the Agreement.

In the event of unforeseen circumstances impacting the Project, including but not limited to delays in permitting, environmental remediation, or changes in market conditions, either party may propose an amendment to adjust timelines, obligations, or other relevant provisions to ensure the project's successful completion.

MISCELLANEOUS

1. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.
2. In the event that legal action is brought to enforce or interpret the terms and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
3. In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorney's fees.

4. In the event that any provision of this agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
5. All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.
6. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Redevelopment and Purchaser.
7. The parties' rights and obligations may not be assigned or otherwise transferred without the written consent of the other party, said consent to not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have set their hands to this agreement the day and year first written above.

City of Goshen Redevelopment Commission

TROTM, LLC

 Becky Hutsell, Director
 Goshen Redevelopment

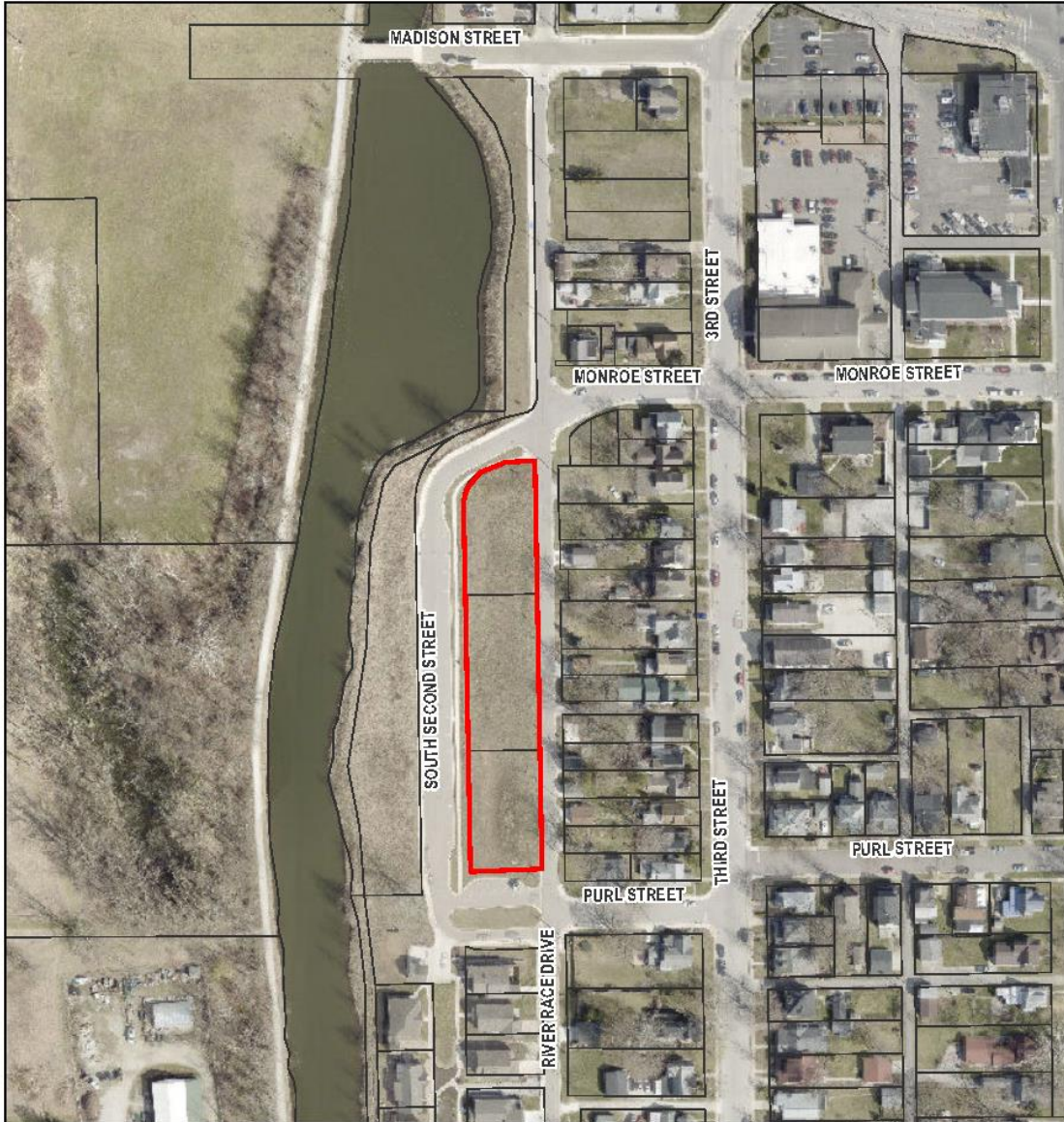
 Printed:_____

City of Goshen
 Board of Public Works and Safety

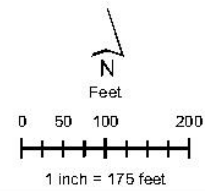
Title:_____

 Gina M. Leichty, Mayor

Exhibit A



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.

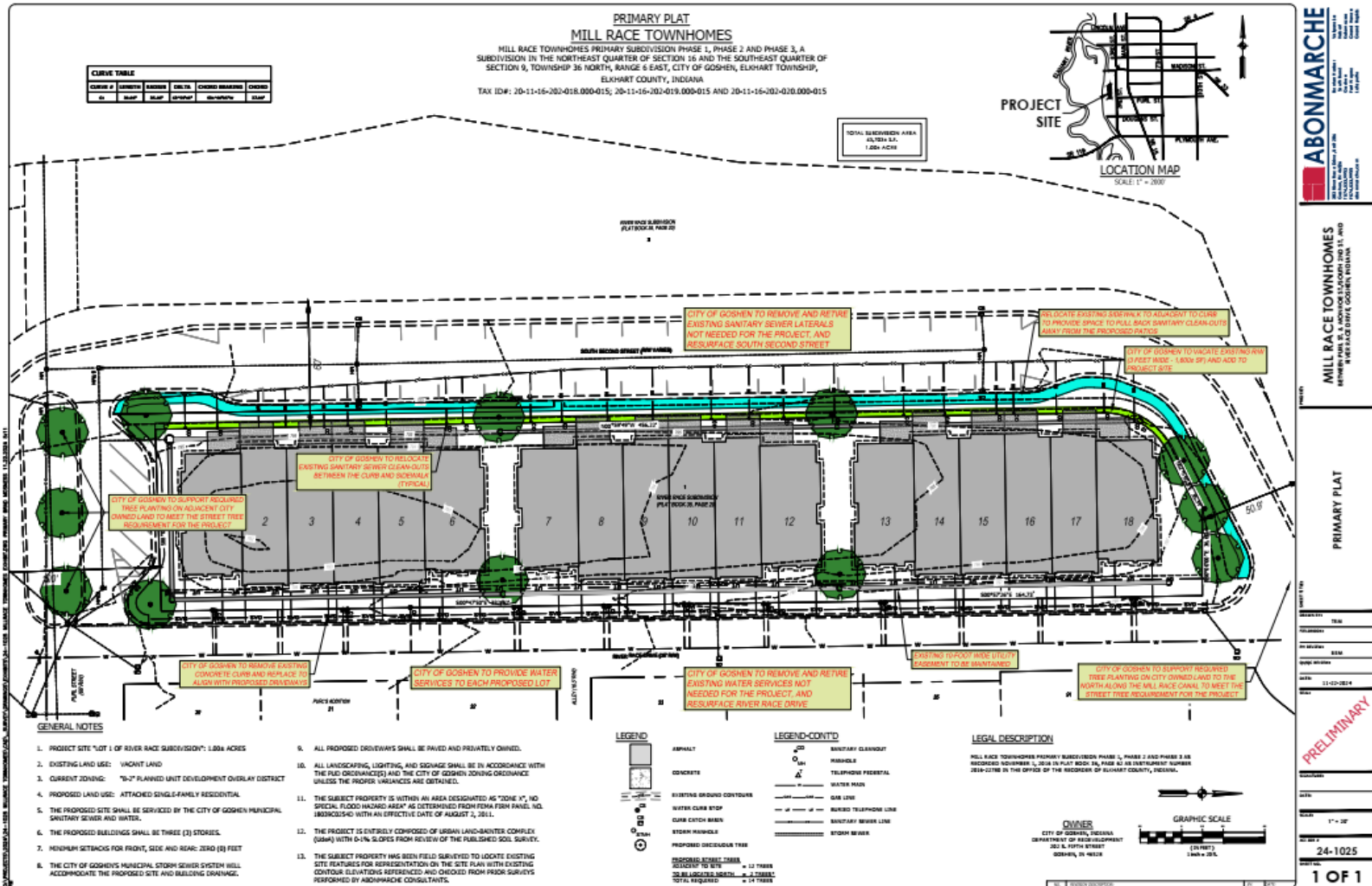


Millrace Townhomes Subdivision Redevelopment Property

Information as of
March 2023

The City of Goshen
Department of Public Works & Safety
Office of Engineering
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8628

Exhibit B





CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

donshuler@goshencity.com • www.goshenindiana.org
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

March 13, 2025

To: Board of Public Works and Safety
From: Don Shuler, Assistant City Attorney
Subject: Consent to Assignment of EDA

Attached for the Board's approval and execution is a Resolution to approve an Assignment of the Economic Development Agreement (EDA) with Ap Development, LLC and AP Cycleworks, LLC (Developer) for the Ariel Cycleworks Project at 620 East Douglas Street, Goshen, Indiana. To facilitate project financing, the Developer is seeking a loan from First Farmers Bank & Trust Co. (Lender). As a condition of the loan, Lender requires the execution of a Consent that permits for the collateral assignment of Section 5.07 of the EDA; Section 5.07 pertains to the Environmental Restrictive Covenant (ERC) associated with the project site.

Key Terms of the Consent:

1. If the Lender exercises its rights under the Assignment, the City will continue to perform its obligations under Section 5.07, but only under the terms specified in the Consent.
2. The Consent expressly limits the City's obligation to perform environmental remediation unless the Developer or Lender remains bound by all obligations under the EDA.
3. The Lender is not assuming any direct obligations under the EDA beyond the rights granted through the assignment.
4. The Consent does not alter any terms of the EDA.

Suggested Motion: Move to approve the Resolution as presented, which authorizes the Mayor to execute the Consent to Assignment.

RESOLUTION 2025-07

**Approving Consent to Assignment of
Economic Development Agreement for Ariel Cycleworks Project**

Whereas, the City of Goshen, Indiana (“City”) and the City of Goshen Redevelopment Commission (“Commission”) entered into an Economic Development Agreement (“EDA”) with AP Development, LLC and AP Cycleworks, LLC (collectively, the “Developer”) to facilitate redevelopment of the former Western Rubber site at 620 East Douglas Street, Goshen, Indiana (the “Project”);

Whereas, the Developer is securing financing for the Project through First Farmers Bank & Trust Co. (the “Lender”), and as a condition of such financing, the Lender requires the execution of a Consent to Assignment of Economic Development Agreement (the “Consent”), which assigns Section 5.07 of the EDA to the Lender as collateral for the loan;

Whereas, Section 5.07 of the EDA pertains to the Environmental Restrictive Covenant (ERC) on the property, and the Consent provides that the City will continue to fulfill its obligations under Section 5.07 in the event the Lender exercises its rights under the Assignment;

Whereas, the Consent expressly provides that the City shall not be required to perform, finance, or undertake any environmental remediation or compliance under the ERC unless the Developer or Lender, as assignee, remains bound by all obligations under the EDA;

Whereas, the Board of Public Works and Safety has reviewed the terms of the Consent and finds that approving the assignment is necessary to facilitate the Project.

Now, Therefore, Be It Resolved by the City of Goshen Board of Public Works and Safety as follows:

1. The Board of Public Works and Safety hereby approves the Consent to Assignment of Economic Development Agreement, as presented, and authorizes the assignment of Section 5.07 of the Economic Development Agreement to First Farmers Bank & Trust Co., subject to the terms outlined in the Consent.
2. The Board of Public Works and Safety hereby authorizes the Mayor to execute the Consent, along with any necessary related documents, on behalf of the City of Goshen.

PASSED and ADOPTED on March 13, 2025.

Gina M. Leichty, Mayor

Michael Landis, Member

Mary Nichols, Member

Barb Swartley, Member

Orv Myers

**CONSENT TO ASSIGNMENT
OF ECONOMIC DEVELOPMENT AGREEMENT**

The undersigned, **CITY OF GOSHEN, INDIANA** (“City”), **CITY OF GOSHEN REDEVELOPMENT COMMISSION** (“Commission”), **AP DEVELOPMENT LLC** (“APD”) and **AP CYCLEWORKS LLC** (“Owner” and together with APD, and their successors or assigns, “Assignor”), acknowledge that the execution and delivery of this Consent to Assignment of Economic Development Agreement (this “Consent”) is required by **FIRST FARMERS BANK & TRUST CO.** (together with its successors or assigns, “Lender”) prior to making any disbursements of the Loan (as defined in the foregoing Collateral Assignment of Economic Development Agreement (“Assignment”); all terms defined in the Assignment are used with the same meaning herein), and, without execution and delivery of this Consent, Lender will not make the Loan. In consideration of the foregoing, City, Commission, APD and Owner (each a “Party” and collectively, the “Parties”) hereby agree as follows:

1. A true, correct and complete copy of the Economic Development Agreement is attached hereto as Exhibit A and the Economic Development Agreement has not been amended or modified as of the date hereof except as included herein.

2. Pursuant to Section 8.02 of the Economic Development Agreement, each Party hereby consents to the foregoing Assignment by Assignor of Section 5.07 of the Economic Development Agreement. City agrees that, if Lender delivers written notice to City that Lender is exercising its rights under Section 5.07 of the Assignment (i) City will perform for Lender pursuant to and in accordance with the terms of Section 5.07 of the Economic Development Agreement, and (ii) City will perform its obligations under the Economic Development Agreement for Lender notwithstanding any counterclaim, right of set-off, defense or like right of City against Assignor and Lender shall not be liable for any act or omission of Assignor. The Development Agreement is currently in full force and effect.

3. There exists no default by Assignor or otherwise under the terms, covenants or provisions thereof, nor any state of facts which, with the giving of notice, passage of time or both, would constitute a default thereunder.

4. Each Party represents it has not assigned its interest in the Economic Development Agreement and has no notice of any prior assignment, hypothecation or pledge of Assignor's interest under the Economic Development Agreement.

5. No changes or modifications shall be made to Section 5.07 of the Economic Development Agreement, nor shall the Economic Development Agreement be surrendered or cancelled by agreement between Assignor and the Parties, except pursuant to any termination rights specifically set forth in of the Economic Development Agreement, without the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed.

6. Lender neither assumes nor has any obligations to the Parties to exercise its rights under the Assignment or to declare an Event of Default under the Note, the Mortgage or the other Loan Documents, but that the option to exercise such rights or declare an Event of Default rests in the sole and absolute discretion of Lender. If Lender exercises its rights under the foregoing Assignment, Parties agrees that Lender shall have no personal obligations or liabilities to any Party under the Economic Development Agreement or this Consent.

7. Notwithstanding anything to the contrary in this Consent or the Assignment, the City shall not be required to undertake, fund, or otherwise be responsible for any environmental remediation, removal of

hazardous materials, or compliance with the Environmental Restrictive Covenant (ERC) under Section 5.07 of the Economic Development Agreement, this Consent, or the Assignment unless the Assignor or Lender, as assignee under the Assignment, remains bound by the ongoing obligations of the Assignor, as developer, under the Economic Development Agreement. In the event the Assignor defaults, City shall provide written notice to Lender at the address set forth in the Assignment and a reasonable opportunity of not less than sixty (60) days to cure such default unless such default cannot be cured within sixty (60) days then such reasonable amount of time necessary to cure so long as Lender is diligently pursuing cure. In the event Assignor and Lender fail to cure within such cure period, Lender shall have no right to require the City to perform or finance any environmental remediation or compliance obligations related to the ERC.

8. As of the date hereof, each Party represents that it has no counterclaim, right of set-off, defense or like right against Assignor.

9. The statements herein made shall be binding upon each Party, its successors and assigns, and shall inure to the benefit of Lender and the benefit of Lender's successors and assigns.

10. Each entity, person and/or officer executing this certification is duly empowered to do so on behalf of such Party.

Dated: March __, 2025

**SIGNATURE PAGE TO CONSENT TO
ASSIGNMENT OF ECONOMIC DEVELOPMENT AGREEMENT**

ASSIGNOR:

AP DEVELOPMENT LLC
an Indiana limited liability company

By: _____

Printed: _____

Title: _____

AP CYCLEWORKS LLC
an Indiana limited liability company

By: _____

Jonathan R. Anderson, Manager

**SIGNATURE PAGE TO CONSENT TO
ASSIGNMENT OF ECONOMIC DEVELOPMENT AGREEMENT**

CITY:

CITY OF GOSHEN, INDIANA

By: _____

Printed: _____

Title: Mayor

**SIGNATURE PAGE TO CONSENT TO
ASSIGNMENT OF ECONOMIC DEVELOPMENT AGREEMENT**

COMMISSION:

**CITY OF GOSHEN REDEVELOPMENT
COMMISSION**

By: _____

Printed: _____

Title: _____

EXHIBIT A TO CONSENT

ECONOMIC DEVELOPMENT AGREEMENT

**ECONOMIC DEVELOPMENT AGREEMENT
(Ariel Cycleworks Project)**

This Economic Development Agreement ("Agreement") is entered into this ___ day of April, 2022, by and among the CITY OF GOSHEN, INDIANA (the "City"), the CITY OF GOSHEN REDEVELOPMENT COMMISSION (the "Commission" and together with the City, the "Local Government Bodies"), AP DEVELOPMENT LLC, an Indiana limited liability company ("APD"), and AP CYCLEWORKS LLC, an Indiana limited liability company ("Owner", and together with APD, the "Developer").

WHEREAS, the Commission owns certain real estate located at 620 East Douglas Street, Goshen, Elkhart County, Indiana, known as the Western Rubber Site, which real estate is particularly described on Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, pursuant to procedures required by law, the City did solicit proposals for the acquisition and redevelopment of the Property; and

WHEREAS, on the due date of the proposals the City received one proposal for the acquisition and redevelopment of the Property; and

WHEREAS, the City has determined that Developer presented a qualified team and has selected Developer to redevelop the Property; and

WHEREAS, the Local Government Bodies desire to foster redevelopment and economic development within the 9th Street Corridor Area located within the City; and

WHEREAS, the Developer has proposed the development of the Property as approximately 138 apartment units and related uses with a capital investment of approximately Thirty Million Dollars (\$30,000,000) (the "Project"); and

WHEREAS, the Developer has requested certain economic development assistance from the Local Government Bodies to complete the Project; and

WHEREAS, the Local Government Bodies have determined that the completion of the Project is in the best interests of the citizens of the City and the Area (as defined in Section 5.03) and, therefore, the Local Government Bodies desire to take certain steps in order to induce the Developer to complete the Project; and

WHEREAS, to stimulate and induce the development and completion of the Project, the Local Government Bodies have agreed, subject to further proceedings as required by law, to take certain other actions all as described herein; and

WHEREAS, the Local Government Bodies have determined to enter into this Agreement in order to formalize the terms and provisions of the economic development incentives to be provided to the Developer and to memorialize each party's related rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE I.

RECITALS

1.01 Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.01.

ARTICLE II.

CONVEYANCE OF PROPERTY

2.01 Purchase Price: The purchase price shall be Seventy-Five Thousand and No/100 Dollars (\$75,000) ("Purchase Price"). The Purchase Price shall be payable in cash at Closing on the acquisition of the Property by Owner or as otherwise agreed to by the parties. If required, Owner and Commission shall enter into a mutually acceptable purchase agreement ("Purchase Agreement") for acquisition of the Property by Owner from the Commission.

ARTICLE III.

MUTUAL ASSISTANCE

3.01 Mutual Assistance. The parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the case of the Local Government Bodies and to hold certain public hearings and adopt certain ordinances and resolutions) as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

ARTICLE IV.

PROJECT AND PROJECT DEVELOPMENT

4.01 Project.

(a) The Project shall generally consist of the improvements described in **Exhibit B** attached hereto. The Project shall be constructed substantially in accordance with the site plan attached hereto as **Exhibit C** ("Site Plan") and the architectural renderings attached hereto as **Exhibit D** ("Preliminary Renderings"), which Site Plan and Preliminary Renderings are considered preliminary and shall be subject to modification as described in subsection 4.01(c).

(b) The Project's projected tax increment is included as Exhibit E prepared by Baker Tilley as of February 17, 2022 ("TIF Projections"), attached hereto and made a part hereof. Developer's ability to proceed is subject to the performance by the Local Government Bodies of their respective obligations under this Agreement and the closing of financing satisfactory to the Developer

(c) If Developer determines, upon consideration of market and other external factors, that substantial revisions to the Site plan are required, Developer, in consultation with the City, may modify or substitute alternate uses and configurations in the Site Plan; provided, however, the approval of the City, may not to be unreasonably withheld. The City's approval shall be a condition to such making substantial revisions to the Site Plan. The substitution or modification shall not materially reduce the total minimum investment by the Developer set forth herein and the projected assessed value of the Project. The Project, as it may be modified from time to time, shall comply with applicable zoning laws and approval requirements.

(d) The Developer shall establish the scope, timing and budget/construction costs of the work to be funded with the Bonds. Eligible items to be funded with the Bonds include the following:

(i) Public Infrastructure; and

(ii) Stormwater retention/detention facilities, including but not limited to in ground and underground facilities, permeable hard surfaces and landscaping to manage stormwater on site; and

(iii) Demolition; and

(iv) Environmental remediation; and

(v) Water Main Installation, including but not limited to connection to the existing public water main and service lines to the residential and commercial units within the Project; and

(vi) Sewer Main Installation, including but not limited to connection to the existing public sewer main and service lines to the residential and commercial units within the Project; and

(vii) Sidewalk Construction, including but not limited to construction of all sidewalks within the Project and those required by Planning & Zoning within the rights-of-way adjacent to the Project as approved and agreed to by Developer; and

(viii) Roadway Improvements and Construction, including but limited to construction of all roadway improvements required by City departments and agreed to in writing by Developer prior to such improvements being undertaken for the adjacent public roadways, including entrances into the Project, roadway and parking improvements within

the Project and repair and restoration of roadways following any utility work required for the Project;

- (ix) Construction of footers and building slabs associated with the Project; and
- (x) Installation of all underground plumbing associated with the Project; and
- (xi) Installation of all underground water lines associated with the Project; and
- (xii) Installation of underground electrical services associated with the Project.

4.02 Commencement of Construction. Developer shall issue a Notice to Proceed for the Project within one (1) year following closing on the Project financing (the "Commencement Date"). In the event Developer does not issue a Notice to Proceed construction on or before the Commencement Date, Developer and Local Government Bodies shall work to modify this Agreement in order to complete the Project as detailed in Section 4.05.

4.03 Investment and Timing. Developer agrees that (a) the total investment for development, design and construction of the Project will be approximately Thirty Million Dollars (\$30,000,000) and (b) within thirty (30) months following the Commencement Date Developer shall make substantial progress toward completion of the Project.

4.04 Essential Worker Housing.

(a) Owner agrees that twenty percent (20%) of the residential units within the Project shall be offered to persons employed as first responders, health care workers and teachers as of the date of application for a lease ("Essential Workers") for a period of thirty (30) days from receipt of a Certificate of Occupancy for the Project from the City ("Initial Lease-up"). In the event Essential Workers have not executed a lease agreement within the Initial Lease-Up period, Owner may offer the units to any tenant.

(b) Owner agrees to maintain a waitlist of Essential Workers ("EW Waitlist"). For a period of twenty (20) years following receipt of the Certificate of Occupancy, Owner agrees to offer twenty percent (20%) of the residential units within the Project to Essential Workers on the EW Waitlist for a period of five (5) days following Owner providing notification of availability to those on the EW Waitlist. If an Essential Worker does not execute a lease agreement for the unit within five (5) days following such notification, Owner may offer the unit to others. Notwithstanding anything contained herein, Owner and the Local Government Entities agree and acknowledge that the Project will at all times comply with any and all federal, state and local fair housing laws, and that the commitment by Owner with respect to Essential Workers may be impacted by such compliance.

(c) Owner will not be required to verify a tenant's status as an Essential Worker following the execution of an initial lease agreement by an Essential Worker.

4.05 Permitted Delays. Whenever performance is required of any party hereunder, such party shall use all due diligence and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, pandemic, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, inability to obtain the required permits, or damage to work in progress by reason of fire or other casualty or similar causes beyond the reasonable control of a party (other than financial reasons), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances. If (i) there should arise any permitted delay for which the Developer or the Local Government Bodies are entitled to delay performance under this Agreement and (ii) the Developer or the Local Government Bodies anticipate that such permitted delay will cause a delay in their performance under this Agreement, then the Developer or the Local Government Bodies, as the case may be, agree to provide written notice to the other parties of this Agreement of the nature and the anticipated length of such delay.

4.06 Property Taxes. Developer shall be responsible for all taxes assessed on the Property upon acquisition of the Property subject to Article V.

4.07 Permits. Developer shall complete and file all necessary documentation to secure all required permits and approvals for construction and installation of the Project.

4.08 Project Standards. In addition to generally applicable requirements relating to local review and approval of the Project, the Plan Commission shall approve final detailed plans for the Project, including aspects of the Project relating to construction material and quality and esthetic standards as required by current local ordinances. The final plans shall be substantially consistent with the concepts included in the Site Plan and Preliminary Renderings, each as may be revised pursuant to Section 4.01(b), and shall be approved by the Plan Commission prior to issuance of any permits.

ARTICLE V.

PUBLIC PARTICIPATION

5.01 Zoning and Planned Unit Development. In the event the Property must be rezoned for the Project, the City shall, subject to further proceedings required by law, assist in the support of any agreed upon rezoning or variances required to complete the Project, including parking variances. Developer and Local Government Bodies shall cooperate in establishing a Planned Unit Development ("PUD") for the Project.

5.02 Taxable Economic Development Revenue Bonds. The City shall, subject to further proceedings required by law to cause the issuance of, in one or more series, taxable economic development revenue bonds, pursuant to Indiana Code 36-7-12 (the "Bonds"), in an aggregate principal amount not to exceed Six Million Two Hundred Fifty Thousand Dollars (\$6,250,000), for a period of twenty-five (25) years and at a maximum interest rate of 5.0% per annum. The Bonds will be payable solely from the TIF Revenues (as defined herein) generated by this project and as projected by the City's Financial Advisors (attached hereto) and, to the extent TIF Revenues

are insufficient to repay the Bonds (the "Deficiency Amount"), the Developer shall pay the Deficiency Amount. The Developer or an affiliate of Developer may purchase the Bonds.

5.03 Creation of Economic Development Area and Pledge of TIF Revenues. The Local Government Bodies shall each, subject to further proceedings required by law, participate and assist in the creation of, pursuant to Ind. Code §36-7-14, an Economic Development Area (the "Area") and a tax increment finance allocation area ("TIF Area"), the boundaries of each of which are coterminous with the Property. It is currently contemplated that the Project and resulting increases in assessed valuation of the real property will generate tax increment revenues (the "TIF Revenues") and the TIF Projections. The Local Government Bodies shall, subject to further proceedings required by law, pledge 100% of the TIF Revenues to the repayment of the Bonds (the "TIF Pledge"), thereby reducing the Developer's obligations to repay the Bonds. The Local Government Bodies agree that the Property is currently tax exempt and the base assessed value of the Property will continue to be \$0 for purposes of calculating TIF Revenues available for the TIF Pledge.

5.04 Referendum Property Taxes. Owner will be responsible for paying annual property taxes related to any and all school referendums approved by the Local Government Bodies.

5.05 Costs of Issuance. All of the City's reasonable third-party costs (including reasonable professional costs) relating to the negotiation of the incentive and the issuance of the Bonds ("Cost of Issuance") shall be paid from the Bond proceeds, which Costs of Issuance shall not exceed \$115,000.

5.06 Regional Development Authority. City will coordinate with its Regional Development Authority ("RDA") pursuant to Indiana Code §36-7.6-2 et seq. in order to qualify the Project for the maximum Indiana Redevelopment Tax Credit authorized under Indiana Code §6-3.1-34 and/or for the maximum Indiana READI grant authorized under Indiana Code §5-28-41.

5.07 Environmental Restrictive Covenant. Developer understands the Property is subject to an Environmental Restrictive Covenant ("ERC") with the Indiana Department of Environmental Management ("IDEM"). City will work with the Developer and IDEM to amend the ERC to allow for the Project on the Property. The City shall be responsible for all costs necessary to remove the pollutants or hazardous materials and debris if necessary to permit the Project on the Property.

ARTICLE VI.

ADDITIONAL REPRESENTATIONS, WARRANTIES COVENANTS. AND CONSENTS OF THE DEVELOPER

6.01 Authority. The Developer represents and warrants that it has all requisite authority to enter into this Agreement and will proceed with due diligence to complete the Project.

6.02 Compliance with Law. The Developer agrees to comply in all material respects with all applicable laws related to the construction, development and use of the Property and the Project.

ARTICLE VII.

AUTHORITY

7.01 Actions. The Local Government Bodies represent and warrant that they have taken or will take (subject to the Developer's performance of its agreements and obligations hereunder) such action(s) as may be required and necessary to enable the Local Government Bodies to execute this Agreement and to carry out fully and perform the terms, covenants, duties and obligations on their part to be kept and performed as provided by the terms and provisions hereof.

7.02 Powers. The Local Government Bodies represent and warrant that they have full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform their respective obligations under this Agreement, subject to section 7.03 hereof.

7.03 Future Actions. The parties acknowledge that the agreements of the Local Government Bodies under this Agreement are subject to future actions by such bodies, and by the bodies of the City of Goshen Common Council (the "Council") and the City's Economic Development Commission (the "EDC"), and compliance with statutory procedures required by law, including public notice and public hearing requirements. The Local Government Bodies agree to complete such statutory procedures, and to coordinate with the governing bodies of the Council and the EDC to complete such statutory procedures, and to take the final actions required to implement such agreements.

7.04 Representations and Warranties of the City. The City hereby makes the following representations and warranties for the purpose of inducing Developer to enter into this Agreement: (a) City has no knowledge of any off-record or undisclosed legal or equitable interest in the Property owned or claimed by any other person or entity; (b) if the Property consist of more than one parcel, all of such parcels are contiguous; (c) the rights of tenants or other possessory interests in the Property have been fully disclosed to Developer; (d) to the best of City's knowledge, there is not now, nor has there ever been any environmental condition at the Premises which has given or could give rise to (i) liability on the part of Developer to reimburse any governmental authority or other party for the costs of such clean-up or (ii) a lien or encumbrance on the Property; and (e) to the best of City's knowledge, the Property (i) contains no facilities that are subject to reporting under applicable law; and (ii) are not the site of any underground storage tanks for which notification is required under applicable law as of the date of Closing. The representations and warranties made by City under this Section 7.04 shall survive for a period of one (1) year following Closing. The foregoing representations and warranties are true as of the date of this Agreement, and shall be true as of the date of Closing.

ARTICLE VIII.

GENERAL PROVISIONS

8.01 No Agency, Partnership or Joint Venture. Nothing contained in this Agreement nor any act of the Local Government Bodies and the Developer, or any other person, shall be deemed or construed by any person to create any relationship of third-party beneficiary, or if principal and agent, limited or general partnership, or joint venture between the Local Government Bodies and the Developer.

8.02 Enforcement. No entity other than Developer shall have the right to enforce the obligations of the Local Government Bodies under this Agreement; provided, however, that Developer may assign its right to enforce the obligations of the Local Government Bodies under this Agreement to any affiliate of the Developer and to investors or lenders of the Developer with the consent of the Local Government Bodies.

8.03 Breach. Before any failure of any party to this Agreement to perform its obligations hereunder shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after thirty (30) days, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity; provided, however, if such cure, being diligently pursued, is not reasonably capable of being cured within thirty (30) days, the breaching party shall have such additional time as is reasonable to cure such breach before the non-breaching party may seek any remedy available at law or equity.

8.04 No Other Agreement. The parties concur that this Agreement constitutes the parties' mutual recognition that no other contracts or agreements, oral or written, exists between them with respect to the subject matter contained herein and that if such oral or written contracts or agreements exist, such are hereby superseded. Each party hereby represents to the other that it will not rely upon any agreement, contract or understanding with respect to the subject matter hereof not reduced to writing and incorporated into this Agreement prior to the execution hereof or not reduced to writing and incorporated into written amendments to this Agreement.

8.05 Notices. All notices required to be given under this Agreement shall be mailed by certified mail, return receipt requested, or deposited with a nationally recognized overnight delivery service, properly addressed to the party to be notified, at the address set forth below:

To the City: City of Goshen, Indiana
 202 South Fifth Street
 Goshen, IN 46528
 Attention: Mayor

With a copy to: Larry Barkes
 Attorney, Goshen Redevelopment Commission
 204 East Jefferson Street
 Goshen, IN 46528

To the Redevelopment
Commission: City of Goshen Redevelopment Commission
204 East Jefferson Street, Suite 6
Goshen, IN 46528
Attention: Becky Hutsell, Redevelopment Director

To Developer: AP Development LLC
214 East Main Street
Brownsburg, IN 46112
Attention: Jonathan R. Anderson, Esq.

8.06 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8.07 Amendment. This Agreement may be amended only in writing signed by each of the parties.

8.08 Assignment. Developer shall be permitted to assign this Agreement to an affiliate of Developer or an entity in which an affiliate of Developer serves as the general partner with the consent of the Local Government Bodies; provided, however, that such assignments shall not release Developer from its liability hereunder which shall remain in full force and effect. Except as permitted in this Section 8.08, neither party may assign its rights and obligations under this Agreement without the consent of the other party, which consent shall not be unreasonably delayed, conditioned or withheld. If consent is given, assignments shall not release Developer or the Local Government Bodies, as applicable, from their respective liability hereunder which shall remain in full force and effect.

8.09 Indiana Law. This Agreement and all Exhibits attached hereto shall be construed in accordance with the laws of the State of Indiana.

8.10 Venue. The parties agree that if any litigation arises out of this Agreement that such litigation shall be brought in a court of competent jurisdiction in Elkhart County, Indiana.

8.11 Waiver. No delay or failure by Developer or the Local Government Bodies to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

8.12 Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

8.13 Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement and the Local

Government Bodies have approved or ratified this Agreement at public meetings, as required under Indiana law.

8.14 Counterparts. This Agreement may be executed in several counterparts but taken together shall be one and the same instrument and all shall be deemed originals.

8.15 Force Majeure. No party shall be liable for any failure to perform its obligations to the extent a delay in performing such obligations is due to acts of nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster, but not including weather conditions which could be reasonably anticipated), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, pandemic or interruption or failure of power sources.

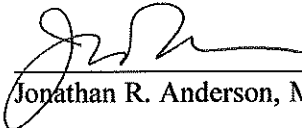
[remainder of page intentionally left blank]

SIGNATURE PAGE TO
ECONOMIC DEVELOPMENT AGREEMENT
(Ariel Cycleworks Project)

AP DEVELOPMENT LLC

Date: April 27, 2022

By:

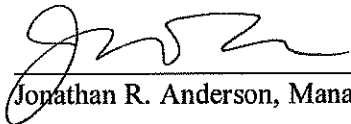


Jonathan R. Anderson, Manager

AP CYCLEWORKS LLC

Date: April 27, 2022

By:



Jonathan R. Anderson, Manager

CITY OF GOSHEN

Date: April ____, 2022

By:

Jeremy Stutzman, Mayor

**CITY OF GOSHEN REDEVELOPMENT
COMMISSION**

Date: April ____, 2022

By:

Vince Turner, President

SIGNATURE PAGE TO
ECONOMIC DEVELOPMENT AGREEMENT
(Ariel Cycleworks Project)

AP DEVELOPMENT LLC

Date: April ____, 2022

By: _____
Jonathan R. Anderson, Manager

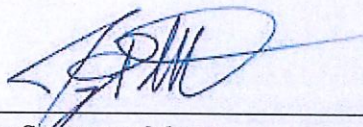
AP CYCLEWORKS LLC

Date: April ____, 2022

By: _____
Jonathan R. Anderson, Manager

CITY OF GOSHEN

Date: April 18, 2022

By:  _____
Jeremy Statsman, Mayor

**CITY OF GOSHEN REDEVELOPMENT
COMMISSION**

Date: March 21, 2022

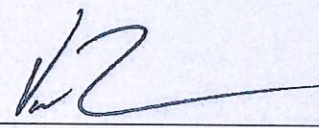
By:  _____
Vince Turner, President

Exhibit A

LEGAL DESCRIPTION

(TO BE CONFIRMED BY TITLE COMMITMENT)

A part of the West Half (W ½) of the Northwest Quarter (NW ¼) of Section 15, Township 36 North, Range 6 East, Elkhart Township, City of Goshen, Elkhart County, Indiana and more particularly described as follows:

Commencing at an iron pipe marking the intersection of the South line of the West Half (W ½) of the Northwest Quarter (NW ¼) of said Section 15 and the East line of the former C.C.C. & St. Louis Railroad right of way; thence on an assumed bearing of due North along the East line of said railroad right of way, a distance of 789.23 feet to a rebar marking the intersection of the North line of Plymouth Avenue, also the South line of the vacated portion of Plymouth Avenue as recorded in Miscellaneous Record Volume 50, page 614 of the Elkhart County Recorder's Office and the East line of said railroad right of way and the point of beginning of this description; thence continuing on a bearing of due North along the East line of said railroad right of way, a distance of 482.60 feet to a rebar marking the intersection of the South line of Douglas Street and the East line of said railroad right of way; thence South 88 degrees 58 minutes 27 seconds East along the South line of Douglas Street, a distance of 356.01 feet to a cross-cut marking the intersection of the South line of Douglas Street and the West line of Tenth Street, also the Northeast corner of Lot #10 of THOMAS ADDITION to the City of Goshen; thence South 0 degrees 02 minutes 00 seconds East along the West line of Tenth Street, a distance of 478.00 feet to a rebar marking the intersection of the West line of Tenth Street and the North line of Plymouth Avenue, also the Southeast corner of Lot #1 of PURL AND HOPE'S EAST ADDITION to the City of Goshen; thence North 88 degrees 45 minutes 00 seconds West along the North line of Plymouth Avenue, a distance of 82.5 feet to a rebar; thence South 0 degrees 02 minutes 00 seconds East along the East line of the vacated portion of Plymouth Avenue, as vacation is recorded in Miscellaneous Record Volume 50, page 614 of the Elkhart County Recorder's Office, a distance of 6.00 feet to a rebar; thence North 88 degrees 45 minutes 00 seconds West along the North line of Plymouth Avenue, also the South line of the vacated portion of Plymouth Avenue as described above a distance 273.82 feet to the point of beginning of this description.

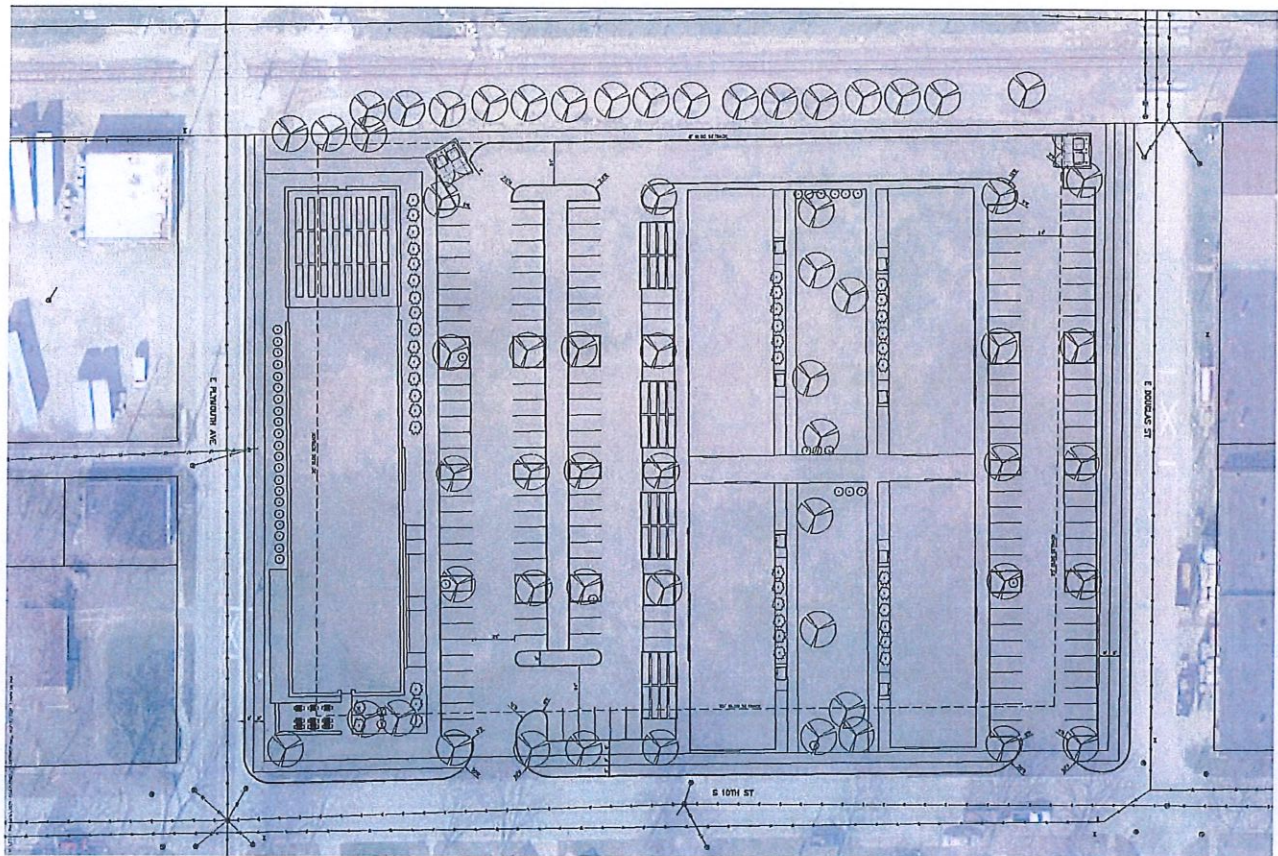
This real estate is commonly known and referred to as 620 East Douglas Street, Goshen, Indiana 46526. Parcel No. 20-11-15-153-001.000-015.

EXHIBIT B

ARIEL CYCLEWORKS PROJECT DESCRIPTION

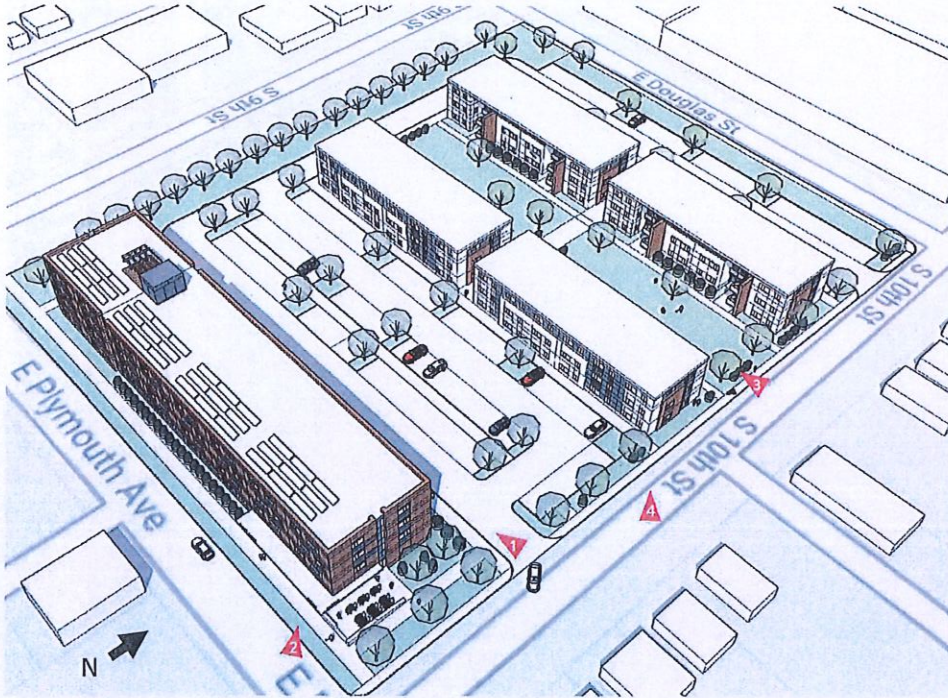
The acquisition and redevelopment of the former Western Rubber site located at 620 East Douglas Street in Goshen, Indiana as a mixed-use development containing approximately 1138 units of residential apartments and approximately 5,000 SF of commercial / institutional space.

Exhibit C - SITE PLAN CONCEPT



ARIEL CYCLEWORKS

AXONOMETRIC VIEW
FROM SOUTHEAST



DELV
DESIGN

GROUND LEVEL VIEWS
LOCATIONS AS NOTED



DELV DESIGN // CONCEPT 1

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Western Rubber Project

ESTIMATED TAX INCREMENT FOR THE PROPOSED DEVELOPMENT

	January 1 Completion Date	Estimated Sq. Ft./Acre	Estimated Assessed Value / Sq. Ft./Acre	Estimated Assessed Value Year Payable 2025
	(1)	(2)	(3)	
Proposed Development				
Apartments	2024	150,920	\$90	\$13,582,800
Commercial	2024	5,780	60	346,800
Land (4)	2024	5.13	30,000	153,900
				<hr/>
Estimated Net Assessed Value				14,083,500
Less: Base Assessed Value (5)				<hr/> 0
Estimated Incremental Assessed Value				14,083,500
Times: Net Tax Rate (6)				<hr/> \$3.4216
Sub-total				481,880
Less: Estimated Circuit Breaker Credit (7)				<hr/> (142,820)
Estimated Net Property Taxes				339,060
Less: Estimated Referendum Taxes (8)				<hr/> (53,880)
Estimated Tax Increment				285,180
Plus: Additional TIF from LIT PTRC (9)				<hr/> 24,290
Estimated Net Tax Increment (10)				<hr/><hr/>\$309,470

- (1) Per City representatives. Assumes the first taxes payable year will be the year following the January 1 assessment date.
- (2) Per Developer representatives.
- (3) Estimated assessed values are based upon comparable properties located within Elkhart County. The actual assessed values will be determined by the Elkhart County Assessor upon completion, and the actual assessed values may be materially different from the values assumed in this analysis.
- (4) Assumes the project is located on parcel 20-11-15-153-001.000-015 (the "Project Parcel") and that the Project Parcel will be assessed as primary commercial land.
- (5) Represents the pay 2022 base assessed value of the Project Parcel per the Elkhart County Auditor's office.
- (6) Represents the pay 2022 tax rate for the Goshen City-Elkhart Township taxing district of \$3.5940, less the 2021 LIT Property Tax Replacement Credit of 5.3678%.
- (7) Accounts for the application of the Circuit Breaker Tax Credit, which limits property tax liability to 2.0% of gross assessed value for non-homestead residential property and 3.0% for commercial property. The Goshen Community School Corporation combined referendum tax rate of \$0.3826 does not apply to the calculation of the Circuit Breaker Tax Credit.
- (8) Represents the taxes that will be captured by the Goshen Community School Corporation combined referendum tax rate of \$0.3826.
- (9) Represents the taxes from the LIT Property Tax Replacement Credit that will be reimbursed to the Redevelopment Commission in the form of Tax Increment.
- (10) Assumes 100% of the Tax Increment is pledged for debt service on the Bonds.

Note: This analysis assumes no additional growth in assessed values or changes in tax rates. Changes to these assumptions or to those outlined above may have a material effect on the tax increment estimates contained in this analysis.

(Subject to the attached letter dated February 17, 2022)
(Preliminary - Subject to Change)
(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Scenario 2

Western Rubber Project

ILLUSTRATIVE PROJECT COSTS AND FUNDING

Assumes 25-Year Bonds

Illustrative Project Costs:

Net proceeds available for the Project	\$4,305,000
Capitalized interest through January 1, 2025 (1)	0
Allowance for Bond issuance costs and contingencies	<u>116,000</u>
Total Illustrative Project Costs	<u><u>\$4,421,000</u></u>

Illustrative Project Funding:

Illustrative Economic Development Revenue Bonds of 2022 (2)	<u><u>\$4,421,000</u></u>
---	---------------------------

- (1) Assumes the Developer will forgo the interest during construction. If the Developer does not forgo interest, the net proceeds would decrease by \$463,223.
- (2) Assumes the bonds will be purchased by the Developer or a related subsidiary and will be payable solely from project tax increment.

(Subject to the attached letter dated February 17, 2022)
(Preliminary - Subject to Change)
(For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Scenario 2

Western Rubber Project

**ILLUSTRATIVE AMORTIZATION OF \$4,421,000 PRINCIPAL AMOUNT OF
ECONOMIC DEVELOPMENT REVENUE BONDS OF 2022**

Assumes Bonds dated May 18, 2022

Payment Date	Principal Outstanding	Principal	Illustrative Interest Rate (1)	Illustrative Interest	Illustrative Total Debt Service	Illustrative Fiscal Year Debt Service
07/01/22	\$4,421,000			\$21,123 (2)	\$21,123	
01/01/23	4,421,000			88,420 (2)	88,420	\$109,543
07/01/23	4,421,000			88,420 (2)	88,420	
01/01/24	4,421,000			88,420 (2)	88,420	176,840
07/01/24	4,421,000			88,420 (2)	88,420	
01/01/25	4,421,000			88,420 (2)	88,420	176,840
07/01/25	4,421,000	\$64,000	4.00%	88,420	152,420	
01/01/26	4,357,000	64,000	4.00%	87,140	151,140	303,560
07/01/26	4,293,000	67,000	4.00%	85,860	152,860	
01/01/27	4,226,000	67,000	4.00%	84,520	151,520	304,380
07/01/27	4,159,000	69,000	4.00%	83,180	152,180	
01/01/28	4,090,000	70,000	4.00%	81,800	151,800	303,980
07/01/28	4,020,000	72,000	4.00%	80,400	152,400	
01/01/29	3,948,000	73,000	4.00%	78,960	151,960	304,360
07/01/29	3,875,000	75,000	4.00%	77,500	152,500	
01/01/30	3,800,000	75,000	4.00%	76,000	151,000	303,500
07/01/30	3,725,000	78,000	4.00%	74,500	152,500	
01/01/31	3,647,000	79,000	4.00%	72,940	151,940	304,440
07/01/31	3,568,000	81,000	4.00%	71,360	152,360	
01/01/32	3,487,000	82,000	4.00%	69,740	151,740	304,100
07/01/32	3,405,000	84,000	4.00%	68,100	152,100	
01/01/33	3,321,000	85,000	4.00%	66,420	151,420	303,520
07/01/33	3,236,000	88,000	4.00%	64,720	152,720	
01/01/34	3,148,000	88,000	4.00%	62,960	150,960	303,680
07/01/34	3,060,000	91,000	4.00%	61,200	152,200	
01/01/35	2,969,000	92,000	4.00%	59,380	151,380	303,580
07/01/35	2,877,000	95,000	4.00%	57,540	152,540	
01/01/36	2,782,000	96,000	4.00%	55,640	151,640	304,180
07/01/36	2,686,000	99,000	4.00%	53,720	152,720	
01/01/37	2,587,000	100,000	4.00%	51,740	151,740	304,460
07/01/37	2,487,000	103,000	4.00%	49,740	152,740	
01/01/38	2,384,000	104,000	4.00%	47,680	151,680	304,420
07/01/38	2,280,000	107,000	4.00%	45,600	152,600	
01/01/39	2,173,000	108,000	4.00%	43,460	151,460	304,060
07/01/39	2,065,000	112,000	4.00%	41,300	153,300	
01/01/40	1,953,000	112,000	4.00%	39,080	151,080	304,360
07/01/40	1,841,000	116,000	4.00%	36,820	152,820	
01/01/41	1,725,000	117,000	4.00%	34,500	151,500	304,320
07/01/41	1,608,000	121,000	4.00%	32,160	153,160	
01/01/42	1,487,000	121,000	4.00%	29,740	150,740	303,900
07/01/42	1,366,000	126,000	4.00%	27,320	153,320	
01/01/43	1,240,000	126,000	4.00%	24,800	150,800	304,120
07/01/43	1,114,000	131,000	4.00%	22,280	153,280	
01/01/44	983,000	131,000	4.00%	19,660	150,660	303,940
07/01/44	852,000	136,000	4.00%	17,040	153,040	
01/01/45	716,000	137,000	4.00%	14,320	151,320	304,360
07/01/45	579,000	142,000	4.00%	11,580	153,580	
01/01/46	437,000	142,000	4.00%	8,740	150,740	304,320
07/01/46	295,000	147,000	4.00%	5,900	152,900	
01/01/47	148,000	148,000	4.00%	2,960	150,960	303,860
Totals		\$4,421,000		\$2,731,623	\$7,152,623	\$7,152,623

- (1) The actual interest rate will be determined through negotiation with the Developer, in its role as Bond purchaser. The actual interest rate may vary materially from the rate assumed in this analysis.
 (2) Assumes the developer will forgo the interest during construction.

(Subject to the attached letter dated February 17, 2022)
 (Preliminary - Subject to Change)
 (For Internal Use Only)

GOSHEN (INDIANA) REDEVELOPMENT COMMISSION

Scenario 2

Western Rubber Project

**COMPARISON OF ESTIMATED PLEDGED TAX INCREMENT AND
ILLUSTRATIVE ANNUAL DEBT SERVICE**
Assumes 25-Year Bonds

Taxes Payable Year	Estimated Pledged Tax Increment (1)	Allowance for TIF Administration Fees	Net Tax Increment	Illustrative Debt Service (2)	Estimated Tax Increment Remaining
2025	\$309,470	(\$5,000)	\$304,470	(\$303,560)	\$910
2026	309,470	(5,000)	304,470	(304,380)	90
2027	309,470	(5,000)	304,470	(303,980)	490
2028	309,470	(5,000)	304,470	(304,360)	110
2029	309,470	(5,000)	304,470	(303,500)	970
2030	309,470	(5,000)	304,470	(304,440)	30
2031	309,470	(5,000)	304,470	(304,100)	370
2032	309,470	(5,000)	304,470	(303,520)	950
2033	309,470	(5,000)	304,470	(303,680)	790
2034	309,470	(5,000)	304,470	(303,580)	890
2035	309,470	(5,000)	304,470	(304,180)	290
2036	309,470	(5,000)	304,470	(304,460)	10
2037	309,470	(5,000)	304,470	(304,420)	50
2038	309,470	(5,000)	304,470	(304,060)	410
2039	309,470	(5,000)	304,470	(304,360)	110
2040	309,470	(5,000)	304,470	(304,320)	150
2041	309,470	(5,000)	304,470	(303,900)	570
2042	309,470	(5,000)	304,470	(304,120)	350
2043	309,470	(5,000)	304,470	(303,940)	530
2044	309,470	(5,000)	304,470	(304,360)	110
2045	309,470	(5,000)	304,470	(304,320)	150
2046	309,470	(5,000)	304,470	(303,860)	610
Totals	\$6,808,340	(\$110,000)	\$6,698,340	(\$6,689,400)	\$8,940

- (1) See page 2. Assumes 100% of the Tax Increment is pledged for debt service on the Bonds.
(2) See page 7.

(Subject to the attached letter dated February 17, 2022)
(Preliminary - Subject to Change)
(For Internal Use Only)



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

March 13, 2025

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Agreement with Baker Tilly Advisory Group, LP for a Utility Rate Analysis

It is recommended that the Board approve and authorize Mayor Leichthy to execute the attached agreement with Baker Tilly Advisory Group, LP for a Utility Rate Analysis. City will compensate Baker Tilly Advisory Group, LP for time and expenses not to exceed \$22,000.

Suggested Motion:

Approve and authorize Mayor Leichthy to execute the agreement with Baker Tilly Advisory Group, LP for a Utility Rate Analysis at a cost not to exceed \$22,000.

**AGREEMENT WITH BAKER TILLY ADVISORY GROUP, LP
FOR A UTILITY RATE ANALYSIS**

THIS AGREEMENT is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **Baker Tilly Advisory Group, LP** (“Consultant”), whose mailing address is 8365 Keystone Crossing, Ste 300, Indianapolis, IN 46240, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety

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

Section 1. Scope of Services

Consultant shall provide a utility rate analysis for the City of Goshen more particularly described in Consultant ’s Scope Appendix dated December 18, 2024, attached as Exhibit A (hereinafter referred to as “Duties”).

In the event of any conflict between the terms of this agreement and the terms contained in the Scope Appendix attached as Exhibit A, the terms set forth in this agreement shall prevail.

Consultant’s Duties under this agreement include:

- A. Rate Analysis – 3rd Tier Rate Elimination
- B. Meetings and Reports
- C. Lifeline Rate Analysis

Section 2. Effective Date; Term

The agreement shall become effective on the day of execution and approval by both parties.

Section 3. Compensation

(A) City agrees to compensate Consultant as follows for performing all Duties:

Task A and BNot-to-Exceed \$14,000
Task CNot-to-Exceed \$ 8,000

(B) City will compensate Consultant for the time and expenses based on the standard hourly rates set forth below and the actual hours worked, but in no event will the total compensation exceed Twenty-Two Thousand Dollars (\$22,000). Consultant’s standard hourly rates are as follows:

Principals/Directors..... \$420 - \$660
Managers/Senior Managers \$290 - \$440
Consultants/Analysts/ Senior Consultants \$185 - \$300
Support/Paraprofessionals/Interns \$115 - \$195

Section 4. Payment

- (A) City shall pay Consultant for each phase of Duties satisfactorily completed under this agreement as Duties progress.
- (B) Consultant shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:

City of Goshen
c/o Clerk-Treasurer's Office
202 S. 5th Street
Goshen, IN 46528
- (C) Provided there is no dispute on amounts due, payment will be made to Consultant within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Consultant is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Ownership of Documents

All documents, records, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Consultant or Consultant's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Consultant may retain a copy of the Documents for its records.

Section 6. Licensing/Certification Standards

Consultant certifies that Consultant possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Consultant pursuant to this agreement.

Section 7. Independent Contractor

- (A) Consultant shall operate as a separate entity and independent Consultant of the City of Goshen. Any employees, agents or subcontractors of Consultant shall be under the sole and exclusive direction and control of Consultant and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Consultant and/or Consultant's employees, agents or subcontractors.
- (B) Consultant understands that City will not carry worker's compensation or any other insurance on Consultant and/or Consultant's employees or subcontractors. Prior to commencing work under this agreement, and if Consultant utilizes employees or subcontractors to perform work under this agreement, Consultant agrees to provide City a certificate(s) of insurance showing Consultant's and any subcontractor's compliance with workers' compensation statutory requirements.

- (C) Consultant is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 8. Non-Discrimination

Consultant agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Consultant or any subcontractors, or any other person acting on behalf of Consultant or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Section 9. Employment Eligibility Verification

- (A) Consultant shall enroll in and verify the work eligibility status of all Consultant's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Consultant is not required to participate in the E-Verify program should the program cease to exist. Consultant is not required to participate in the E-Verify program if Consultant is self-employed and does not employ any employees.
- (B) Consultant shall not knowingly employ or contract with an unauthorized alien, and Consultant shall not retain an employee or continue to contract with a person that the Consultant subsequently learns is an unauthorized alien.
- (C) Consultant shall require their subcontractors, who perform work under this contract, to certify to the Consultant that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Consultant agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Consultant fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 10. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Consultant is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Consultant certifies that Consultant has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

Section 11. No Investment Activities in Iran

In accordance with Indiana Code § 5-22-16.5, Consultant certifies that Consultant does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Section 12. Indemnification

Consultant shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Consultant or any of Consultant's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Consultant is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 13. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 14. Default

- (A) If Consultant fails to perform the services or comply with the provisions of this agreement, then Consultant may be considered in default.
- (B) It shall be mutually agreed that if Consultant fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Consultant shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Consultant shall be liable to the City for any excess costs incurred
- (C) Consultant may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Consultant of any obligation or duty owed under the provisions of this contract.
 - (2) Consultant is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Consultant becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.

- (4) Consultant becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Consultant or any of Consultant's property.
- (6) Consultant is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Consultant unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Consultant without the consent of the City.

Section 15. Termination

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Consultant shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Consultant.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 16. Notice

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

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

Consultant:
Baker Tilly Advisory Group, LP
Attention: Eric J. Walsh, Principal
8365 Keystone Crossing, Ste 300
Indianapolis, IN 46240

Section 17. Subcontracting or Assignment

Consultant shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Consultant to subcontract or assign any portion of the agreement shall not be construed to relieve Consultant from any responsibility to fulfill all contractual obligations.

Section 18. Amendments

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

Section 19. Waiver of Rights

No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

Section 20. Applicable Laws

- (A) Consultant agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- (B) Consultant agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so may be deemed a material breach of agreement.

Section 21. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 22. Severability

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

Section 23. Binding Effect

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

Section 24. Entire Agreement

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

Section 25. Authority to Execute

The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

City of Goshen, Indiana
Goshen Board of Public Works and Safety

Baker Tilly Advisory Group, LP

Gina M. Leichthy, Mayor

Eric J. Walsh, Principal

Date Signed: _____

Date Signed: _____

RE: Rate Study

December 18, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between Goshen (the Client) and Baker Tilly Advisory Group, LP (BTAG).

SCOPE OF WORK

BTAG agrees to furnish and perform the following services for the Client.

A. Rate Analysis – 3rd Tier Rate Elimination

1. Analyze historical recorded financial information for a period of three (3) calendar years and the most recent twelve (12) month period when applicable (the test year).
2. Detail from available records a schedule of flow of funds for the past three (3) calendar years and the test year for the purpose of determining trends, amounts of revenue, cash operation and maintenance expenses, debt service requirements and expenditures for improvements to the Utility property and plant.
3. Analyze expenses of the test year in order to locate and adjust items which should be properly capitalized, expensed or reclassified (if applicable).
4. Analyze accounts, invoices and pertinent documents and interview Client personnel and/or consulting engineers made available by the Client to determine possible changes in expenses and the possible effects of those changes (if applicable).
5. Obtain information from Client officials, engineers and/or other available sources to suggest to the Client adjustments to test year cash operating expenses such as additional labor, power costs, chemical costs, additional taxes and other fixed, known and measurable expense changes (if applicable).
6. Schedule monthly revenues of the test year in order to locate unusual and significant fluctuations in such revenue (if applicable).
7. Prepare amortization schedules of presently outstanding funded debt of the Utility extending over the life of the remaining years of payment and obtain information from bond ordinances or other documents relating to such funded debt.
8. Obtain information from the rate ordinance, tariffs and bond ordinances now in effect.
9. Assist in the development of a capital improvements program and determine alternative financial programs leading to the obtaining of funds necessary to meet the capital improvement requirements through funds now available and/or future revenues of the system and/or the use of debt financing.
10. Provide alternative estimates of future annual revenue requirements for consideration by the Client (if applicable).
11. Suggest revenue increases for the Utility as may be considered necessary to meet the estimated future annual revenue requirements.
12. If appropriate, prepare comparative information concerning the present and possible future rate structure of the Client.

B. Meetings and Reports

1. Attend meetings with officials of the Client as requested to discuss findings and recommendations.
2. Furnish a financial report summarizing the results of BTAG's studies for submission to the Client.
3. Provide financial information including a new schedule of rates and charges, if required, to the Client's attorneys for the preparation of resolutions and ordinances as may be required.
4. Attend a public hearing to be conducted by the Client to present accounting information relating to the proposed rates and charges, if a rate change is necessary.

C. Lifeline Rate Analysis

1. A. Analyze census level data for City to estimate number of customers below poverty level.
2. B. Provide revenue shift scenarios based on estimated potential lifeline recipients.
3. C. Meet with City as needed to discuss results.

COMPENSATION AND INVOICING

For services as set forth in the scope sections above fees shall be:

Scope Section(s)	Fee	Not to Exceed
A – B	Time and Expense*	\$14,000
C	Time and Expense*	\$ 8,000

Standard Hourly Rates by Job Classification
9/1/2024

Title	Hourly Rate
Principals / Directors	\$420 - \$660
Managers / Senior Managers	\$290 - \$440
Consultants / Analysts / Senior Consultants	\$185 - \$300
Support / Paraprofessionals / Interns	\$115 - \$195

**Billing rates are subject to change periodically due to changing requirements and economic conditions. The Client will be notified thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred except for direct, project-related expenses such as travel costs.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.



Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Signature,

BAKER TILLY ADVISORY GROUP, LP



Eric J. Walsh, Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

March 13, 2025

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Uniform Conflict of Interest Disclosure Statement from Matthew E. Whitford

The attached Uniform Conflict of Interest Disclosure Statement is being submitted to the Board of Public Works and Safety for acceptance in a public meeting on behalf of Matthew E. Whitford, an employee of the Goshen Fire Department.

Matthew Whitford is the owner of Infinitus Computers, LLC, dba INF Tech. The City purchases miscellaneous technology, computer parts and systems from this business.

Suggested Motion:

Move to accept the Uniform Conflict of Interest Disclosure Statement submitted by Matthew E. Whitford.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 9-24) / Form 236
STATE BOARD OF ACCOUNTS

"A public servant who knowingly or intentionally (1) has a pecuniary interest in; or (2) derives a profit from; a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Level 6 Felony." Ind. Code 35-44.1-1-4(b).

As defined by IC 35-31.5-2-261, "public servant" means a person who:

- (1) is authorized to perform an official function on behalf of, and is paid by, a governmental entity;
- (2) is elected or appointed to office to discharge a public duty for a governmental entity; or
- (3) with or without compensation, is appointed in writing by a public official to act in an advisory capacity to a governmental entity concerning a contract or purchase to be made by the entity.

A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. IC 35-44.1-1-4(a)(3).

A "dependent" means the spouse of a public servant; a child, stepchild, or adoptee of a public servant who is unemancipated and less than eighteen (18) years of age; or an individual more than one-half of whose support is provided during a year by the public servant. IC 35-44.1-1-4(a)(1).

Complete this form in its entirety. Legal counsel should be consulted.

1. Full name and address of public servant submitting this form: Matthew E. Whitford
17682 Bentwood Dr. Goshen, IN 46526

2. a. Job title: Firefighter/Paramedic

b. Governmental entity: City of Goshen Fire Department

c. County: Elkhart

FOR CONTRACTS, PLEASE COMPLETE SECTION 3.

FOR PURCHASES OF GOODS OR SERVICES (WITHOUT A CONTRACT), COMPLETE SECTION 4.

3. Identify and describe the contract involved (complete a separate Disclosure Form for each contract):

a. Full legal name and address of contractor: _____

b. Full name and address of "dependent" (if applicable): _____

c. Identify the governmental entity that is a party to the contract: _____

d. Relationship of public servant to contractor: _____

- e. Specific ownership interest (and/or job title) of the public servant (or the public servant's dependent) in contractor: _____
 - f. Start date and end date of contract: _____
 - g. Total dollar amount of contract: _____
 - h. Specific financial interest (and/or dollar amount) derived by the public servant (or the public servant's dependent) as a result of the contract: _____

 - i. Date of the public meeting and the name of the governmental entity that accepted the contract (Note: this date MUST be prior to any final action on the contract or purchase):

4. Identify and describe each purchase of goods or services (which does not involve a contract) in which the public servant has a pecuniary interest:
- a. Describe the good or service purchased:
Miscellaneous technology, Computer parts and systems.

 - b. State the total dollar amount of each purchase: Varied

 - c. Full legal name of vendor: Infinitus Computers, LLC dba INF Tech

 - d. Name of governmental entity making the purchase of goods or services:

 - e. Specific ownership interest (and/or job title) of the public servant (or the public servant's dependent) in vendor: Owner/Operator

 - f. Full name and address of "dependent" (if applicable): _____

 - g. Purchase date: 1/1/2025-12/31/2025
 - h. Specific financial interest (and/or dollar amount) derived by the public servant (or the public servant's dependent) as a result of the purchase: Owner of business

 - i. Date of the public meeting and the name of the governmental entity that accepted the purchase of goods or services (Note: this date MUST be prior to any final action on the contract or purchase):

IF PUBLIC SERVANT IS APPOINTED, COMPLETE SECTION 5

ALL OTHER PUBLIC SERVANTS, COMPLETE SECTION 6

5. Approval of elected public servant or board of trustees of a state supported college or university that appointed the public servant:

I / WE hereby approve this Conflict of Interest Form concerning the public servant for the contract or purchase described herein on this day:

Date of Appointment: _____

Date of Approval of Conflict of Interest: _____

Signature

Printed Name, Job Title

Signature

Printed Name, Job Title

6. Approval by governmental entity at public meeting

a. Date this Conflict of Interest was submitted to the governmental entity: 1/17/25

b. Date of the public meeting this Conflict of Interest Form was accepted by the public entity (Note: this date MUST be prior to any final action on the contract or purchase): 3/13/25

7. Affirmation of Public Servant:

This disclosure was submitted to and accepted by the governmental entity in a public meeting (identified above) prior to final action on the contract or purchase.

I affirm, under penalty of perjury, the truth and completeness of the statements made above.

Signed: Math E Whitford

Printed Name: Matthew E. Whitford

Date: 1-17-2025

Email Address: matH@inftech.us

8. Filing Requirement

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with both:

1. The Indiana State Board of Accounts by uploading at https://gateway.ifionline.org/sboa_coi/; and
2. The Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety

FROM: Goshen Engineering

RE: **NORTH GOSHEN NEIGHBORHOODS TREE REMOVAL
CHANGE ORDER NO. 1 (JN: 2024-0029)**

DATE: March 13, 2025

Attached please find Change Order No. 1 for the North Goshen Neighborhoods Tree Removal project.

Change Order No. 1 includes costs related to the the removal of 2 trees and stumps not anticipated in the Bid Package that are in conflict with future Utility Upgrades and Street Construction. Adding these two trees has no impact on the project schedule.

The original contract amount is \$62,700.00. Change Order No. 1 increases the total contract by \$2,100.00, for a revised contract amount of \$64,800.00, which is an increase of 3.35% over the original contract amount.

Requested Motion: Approve Change Order No. 1 for the North Goshen Neighborhoods Tree Removal project in the amount of \$2,100.00.

**CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528**

OWNER: City of Goshen
PROJECT NAME: **Tree Removal, North Goshen Neighborhood**
PROJECT NUMBER: 2024-0029
CONTRACTOR: Cut-Rite Services , LLC

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

Two trees were added to the project Scope of Work increasing the total number of trees removed from 38 to 40.

CO1.1	10-in. DWB Deciduous Tree South-East edge of parcel along 3rd Street Note: 202 Wilden Avenue	1 EA	@	\$750.00	\$750.00

CO1.2	18-in. DWB Conifer South-West edge of parcel along Queen St. Note: 801 Michigan Avenue	1 EA	@	\$1,350.00	\$1,350.00

Subtotal \$2,100.00

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$62,700.00
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 0 to <u>0</u>		
3. Amount of Contract, not including this supplement		\$62,700.00
4. Addition/ Reduction to Contract due to this supplement		\$2,100.00
5. Amount of Contract, including this supplemental		\$64,800.00
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)		\$2,100.00
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>1</u> (Line 6 divided by Line 1)		3.35%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 0 calendar days, making the final completion date April 31, 2025.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as N/A, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (6.60) percent.

RECOMMENDED FOR ACCEPTANCE

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

ACCEPTED: BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

Cut-Rite Services, LLC

BY: _____
Signature of authorized representative

Printed

Title



Stormwater Department
CITY OF GOSHEN

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

Phone (574) 534-2201 • Fax (574) 533-8626

stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Public Safety

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE GOSHEN COMMUNITY SCHOOLS NEW BASEBALL SOFTBALL COMPLEX PROJECT AT 1730 REGENT STREET (JN: 2024-2003)**

DATE: March 13, 2025

The Stormwater Department requests the approval of an Agreement for the Completion of Construction (Completion Agreement) for the Goshen Community Schools New Baseball Softball Complex project located at 1730 Regent Street to allow for the use of the sports fields beginning on March 26.

The following outstanding items are yet to be completed due to current weather conditions and a delay in obtaining a well permit from the Indiana Department of Environmental Management. The property owner, Goshen Community Schools, and builder, Weigand Construction Co., Inc., agree to complete all work by the listed deadlines as shown in Exhibit B of the attached Completion Agreement.

- ❖ Install approximately 448 square feet of concrete sidewalk between the parking lot and the public pedestrian path to the west.
 - *Completion Deadline: March 25, 2025*
- ❖ Stabilization of approximately 123,000 square feet of disturbed area, which will include the installation of seed and temporary mulch and outlet protection measures.
 - *Three Completion Deadlines: June 15, October 15, & December 1, 2025*
- ❖ The planting of the required landscaping (trees, shrubs, grasses, and perennial plants) that is not part of the south berm.
 - *Completion Deadline: June 15, 2025*
- ❖ Installation of the asphalt topcoat and permanent parking lot striping.
 - *Completion Deadline: June 24, 2025*
 - Temporary parking lot striping has been installed this week.
- ❖ Complete the installation and testing of the potable water well once the IDEM well permit is finalized.
 - *Completion Deadline: June 24, 2025*

- ❖ The planting of the required landscaping for the south berm within the Goshen School's property.
 - *Completion Deadline: December 1, 2025*
- ❖ Install the final 6" of stone to the service drive once the south berm is completed.
 - *Completion Deadline: December 1, 2025*

The Stormwater Department submits this Agreement for the Completion of the Construction Project for approval and authorization for the Mayor and Board Members to execute. The execution of this Agreement does not absolve Goshen Community Schools and Weigand Construction Co., Inc., from completing all necessary steps to meet the Goshen Building Department's permitting requirements for a final building inspection. Occupancy of the site buildings will not be granted until the potable water well is properly permitted, tested, and active.

The Goshen Stormwater Department, in collaboration with other City Departments, has agreed to waive the requirement to post a surety because Goshen Community Schools is a tax-based public entity and it is in the best interest of the community. Until the Building Department issues a certificate of occupancy, Weigand Construction will be providing sufficient portable bathroom facilities for players and patrons to use and interior spaces shall remain unoccupied by the school. Lastly, for context, the expected cost of work yet to be completed is four hundred thirty-eight thousand six hundred sixty-eight dollars and zero cents (\$438,668.00).

Requested Motion: Approve and authorize the Board to execute the Agreement with Goshen Community Schools and Weigand Construction Co., Inc. for the Completion of the New Baseball Softball Complex project at 1730 Regent Street.

AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT

THIS AGREEMENT is entered into on March 13, 2025, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Goshen Community Schools

and, if the builder is responsible for completing the remaining work,

Builder: Weigand Construction Co., Inc.

No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 1730 Regent Street, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

- certain exterior work that cannot be completed due to weather conditions.
- the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than December 1, 2025, unless an earlier date is specified below:

- Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 123,000 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

Completion Deadline: June 15, October 15, & December 1

- Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: All trees, shrubs, grasses, and perennials listed in the approved plan set will be completed by June 15, 2025, except the landscaping of the south berm, which will be completed by December 1, 2025. The installation of irrigation on the south berm is included with this item.

- Install the hard surface driveway for the Site.

Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than _____, 20_____.

Install the hard surface parking lot for the Site. Completion Deadline: June 24, 2025

Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than _____, 20_____.

Install all required parking lot striping for parking spaces at the Site. Completion Deadline: June 24, 2025

Install approximately _____ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: _____

Install approximately _____ of concrete sidewalk at the Site to the building entrance.

Install the following certain parts or equipment at the Site: The installation and testing of the potable water well is to be completed as soon as the IDEM Well Permit is finalized. Completion Deadline: June 24, 2025

Other: Refer to Exhibit A for more Work items.

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars (\$2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

Permittee agrees to provide Goshen a surety in the amount of _____ Dollars (\$_____) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.

Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances

and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**

4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

5. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.
7. **AMENDMENTS.** Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.
8. **WAIVER OF RIGHTS.** No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

9. **NOTICES.** All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528

Address for Permittee:

Property Owner: Goshen Community Schools
613 E Purl Street
Goshen, IN 46526

Builder: Weigand Construction Co., Inc.
108 North Main Street, Suite 202
South Bend, IN 46601

No Builder

10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In the event of a conflict between this agreement and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

This agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.

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

13. **BINDING EFFECT.** All provisions, covenants, terms and conditions of the agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

Permittee:¹

Property Owner:

Signature: _____

Printed: _____

Title (if any): _____

Date: _____

Signature: _____

Printed: _____

Title (if any): _____

Date: _____

Builder:

Signature: _____

Printed: _____

Title: _____

Date: _____

Goshen:

Gina Leichty, Mayor

Date: _____

¹ The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.

Michael Landis, Board of Works and Safety

Date: _____

Mary Nichols, Board of Works and Safety

Date: _____

Orv Myers, Board of Works and Safety

Date: _____

Barb Swartley, Board of Works and Safety

Date: _____

EXHIBIT A

Additional information to be included under Section I. WORK.

- ❖ Install approximately 448 square feet of concrete sidewalk between the parking lot and the public pedestrian path to the west.
 - Completion Deadline: March 25, 2025

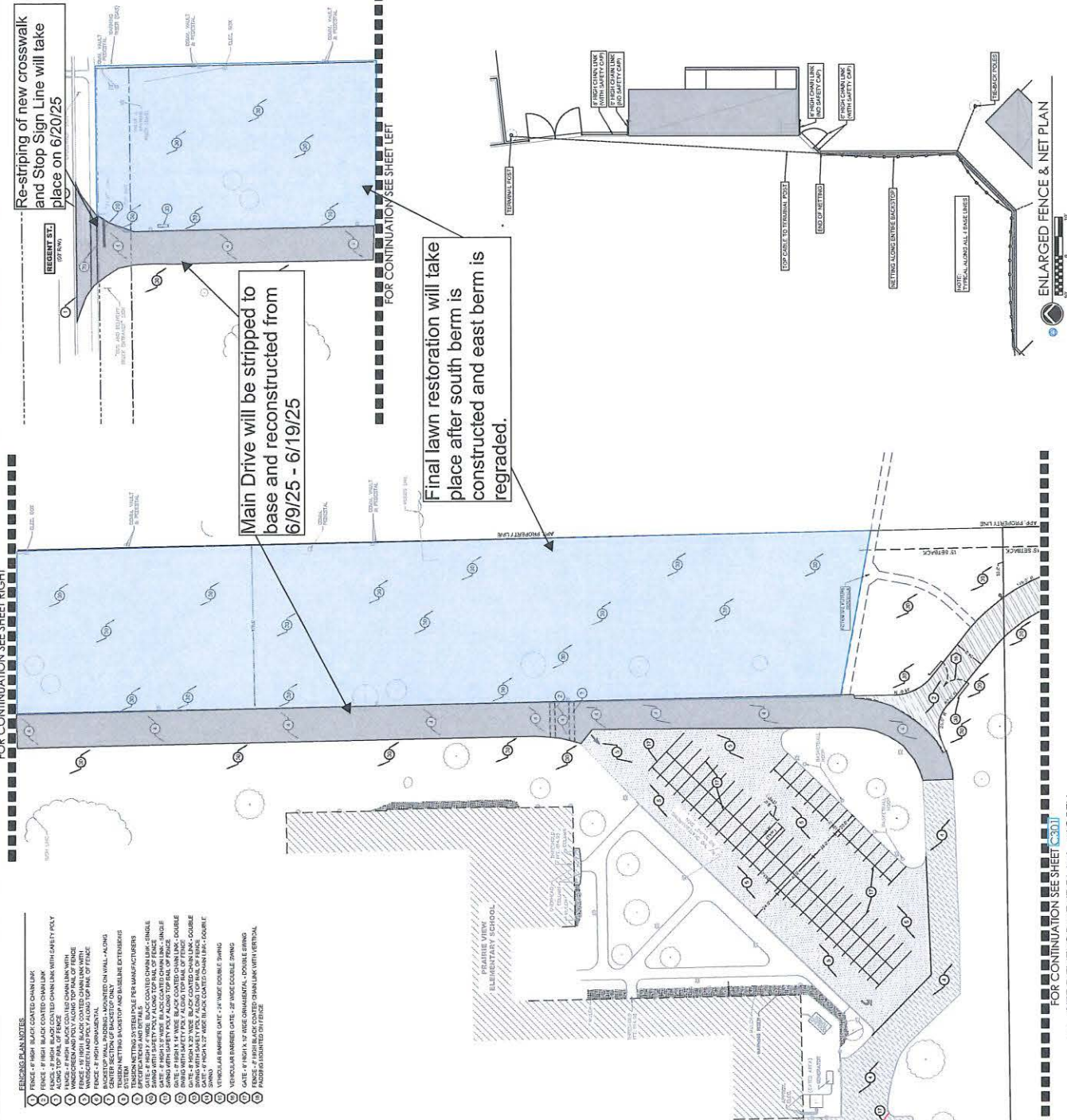
- ❖ Complete the construction of the portion of the shared south berm that is on Goshen Community School's property and the planting of all landscaping within the School's property. A shared berm agreement between Goshen Community Schools and Cherry Creek, LLC was established on November 6, 2024, and recorded with the Elkhart County Recorder's Office on December 6, 2024 (Instrument No. 2024-20363). The shared berm agreement established the responsibilities of each party for the construction, stabilization, landscaping, and maintenance of the berm.
 - The construction of the berm is to be completed by August 31, 2025.
 - The stabilization of the berm and planting of required landscaping plants will be completed by December 1, 2025.
 - The placement of required landscaping on the shared berm on the neighboring property to the south was granted on November 26, 2024, via a City of Goshen Board of Zoning Appeals variance (Case #24-16UV & Elkhart County Recorder Instrument No. 2025-02047 & 2025-02103).

- ❖ Install the final 6" of stone on the service drive once the construction of the south berm is completed.
 - Completion Deadline: December 1, 2025

EXHIBIT B

- 1) ASPHALT PAVEMENT - TYPICAL DUTY SECTION
- 2) ASPHALT PAVEMENT - STANDARD DUTY SECTION
- 3) ASPHALT PAVEMENT - SURFACE RECONSTRUCTION
- 4) ASPHALT PAVEMENT - FULL AND CURB & GUTTER SECTION
- 5) CONCRETE PAVEMENT - LIFT STATION AND SECTION
- 6) CONCRETE PAVEMENT - TYPICAL DUTY SECTION
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PRAIRIE VIEW
ELEMENTARY SCHOOL



FOR CONTINUATION SEE SHEET C301
SITE DEVELOPMENT PLAN - NORTH

FOR CONTINUATION SEE SHEET LEFT

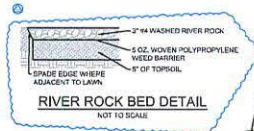


COMMONHEALTH
 WEIGAND
 CONSTRUCTION

EXHIBIT B

LABEL	QTY	SCIENTIFIC NAME	COMMON NAME	ROOT	INSTALLATION SIZE	REMARKS	MATURE HEIGHT
SHRUB TREES							
01	2	ACER SACCHARINUM	SUGAR MAPLE	B&B	20"SP		50'-75'
02	11	BEULOEIA BREVIFLORA VAR. BEERINGII	DOUGLASS BIRCH	B&B	20"SP		40'
03	2	QUERCUS FULVA	WHITE OAK	B&B	20"SP		70'
04	2	QUERCUS BUREAUANA	HOOP PINE	B&B	20"SP		50'
05	7	BEULOEIA BREVIFLORA	DOUGLASS BIRCH	B&B	10"-12"	MINI TU-STEM	40'-50'
ORIENTAL TREES							
06	8	ALSTERSIA SPICATA	ORIENTAL BIRCH	B&B	6"SP	MINI TU-STEM	30'
07	2	BEULOEIA BREVIFLORA	DOUGLASS BIRCH	B&B	20"SP		40'
EVERGREEN TREES							
08	2	QUERCUS BUREAUANA	HOOP PINE	B&B	20"SP		50'-75'
09	2	QUERCUS BUREAUANA	HOOP PINE	B&B	20"SP		50'-75'
10	2	QUERCUS BUREAUANA	HOOP PINE	B&B	20"SP		50'-75'
11	2	QUERCUS BUREAUANA	HOOP PINE	B&B	20"SP		50'-75'
SHRUBS							
12	10	QUERCUS BUREAUANA	HOOP PINE	B&B	20"SP		50'-75'
13	10	QUERCUS BUREAUANA	HOOP PINE	B&B	20"SP		50'-75'
14	10	QUERCUS BUREAUANA	HOOP PINE	B&B	20"SP		50'-75'
15	10	QUERCUS BUREAUANA	HOOP PINE	B&B	20"SP		50'-75'
16	10	QUERCUS BUREAUANA	HOOP PINE	B&B	20"SP		50'-75'
17	10	QUERCUS BUREAUANA	HOOP PINE	B&B	20"SP		50'-75'
18	10	QUERCUS BUREAUANA	HOOP PINE	B&B	20"SP		50'-75'
19	10	QUERCUS BUREAUANA	HOOP PINE	B&B	20"SP		50'-75'
20	10	QUERCUS BUREAUANA	HOOP PINE	B&B	20"SP		50'-75'
GRASSES							
21	2	PANICUM VIRGATUM	SWITCH GRASS	CONTE	3" X 6" X 6"		1'6"
22	2	PANICUM VIRGATUM	SWITCH GRASS	CONTE	3" X 6" X 6"		1'6"
PERENNIALS							
23	2	HELIOPSIS SCABERRIMA	BLACK EYE SUSAN	CONTE	2" X 6" X 6"		1'6"
24	2	HELIOPSIS SCABERRIMA	BLACK EYE SUSAN	CONTE	2" X 6" X 6"		1'6"

** ALL LANDSCAPE BEDS TO HAVE 2" FINE, DARK HARDWOOD MULCH **
 ** ALL TREES NOT LOCATED IN A LANDSCAPE BED SHALL RECEIVE A 7" DIAMETER MULCHED AREA WITH GRADED EDGE **



Temp Fence will stay installed until summer construction activity is completed

Final Asphalt Surface Course and Striping Will be Completed 6/13-6/24

Temp Seeding and blanketing will be done until Final seeding can be done after irrigation is installed.

Retention Pond seeded and Blanketed by 10/13/25

Mulch and Landscaping will be installed after irrigation is installed in spring

Rocks & Landscaping to be installed by 10/13/25

General Note: All temporary swpp items, such as inlet protection and installed silt fence will remain maintained until construction activity is complete

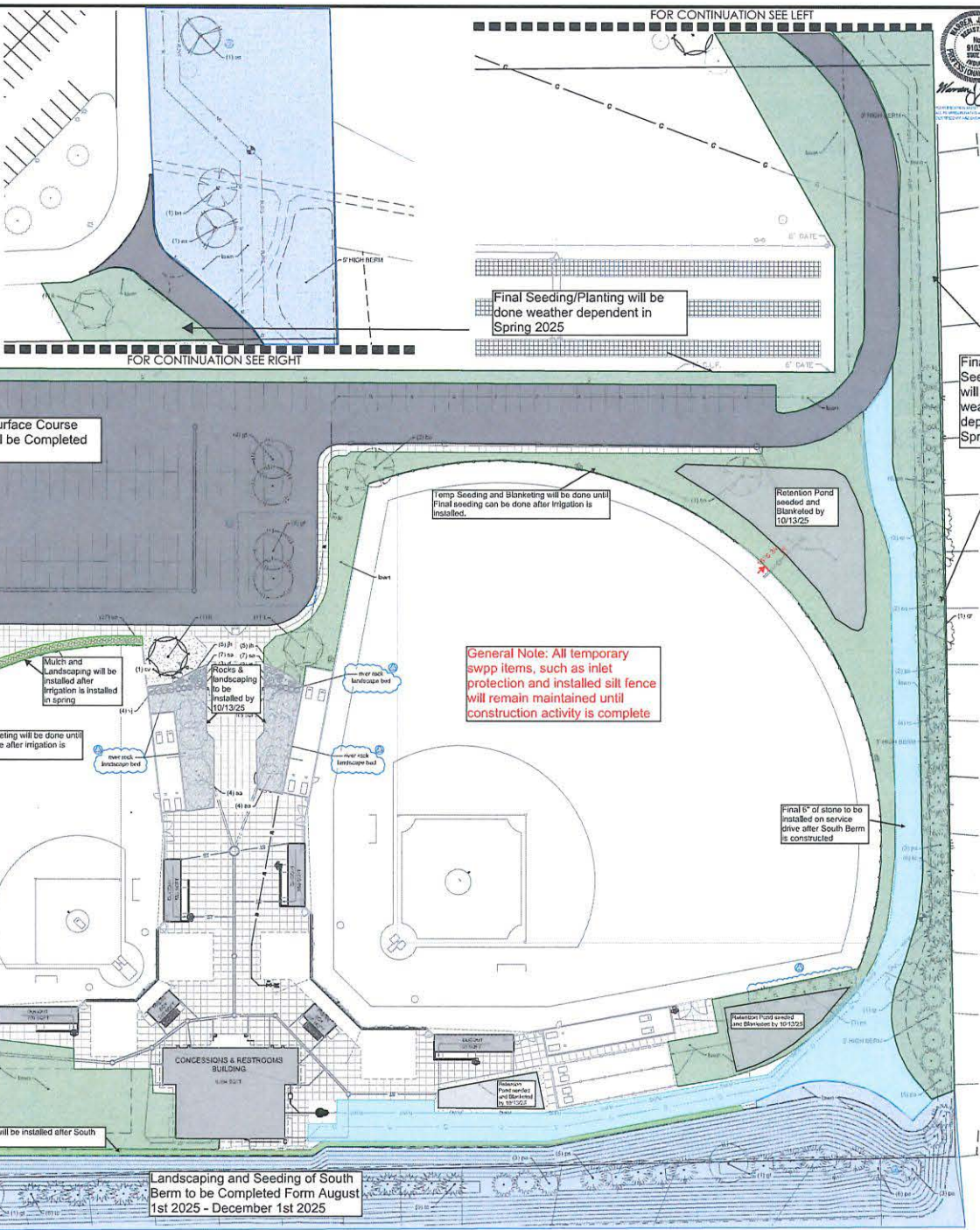
Retention Pond seeded and Blanketed by 10/13/25

Temp Seeding and blanketing will be done until Final seeding can be done after irrigation is installed.

Final 6" of stone to be installed on service drive after South Berm is constructed

Remaining Fence will be installed after South Berm is complete

Landscaping and Seeding of South Berm to be Completed Form August 1st 2025 - December 1st 2025



SITE LANDSCAPE PLAN

DESIGNED BY: [Logo] PREPARED BY: [Logo]
 ALL RIGHTS RESERVED. REPRODUCTION BY ANY MEANS IS PROHIBITED WITHOUT PERMISSION OF THE DESIGNER.

ALZ ENGINEERING
 1320 North 7th St
 Goshen, IN 46526
 (317) 235-1234
 www.alz-engineering.com

WEIGAND
 1320 North 7th St
 Goshen, IN 46526
 (317) 235-1234
 www.weigand-engineers.com

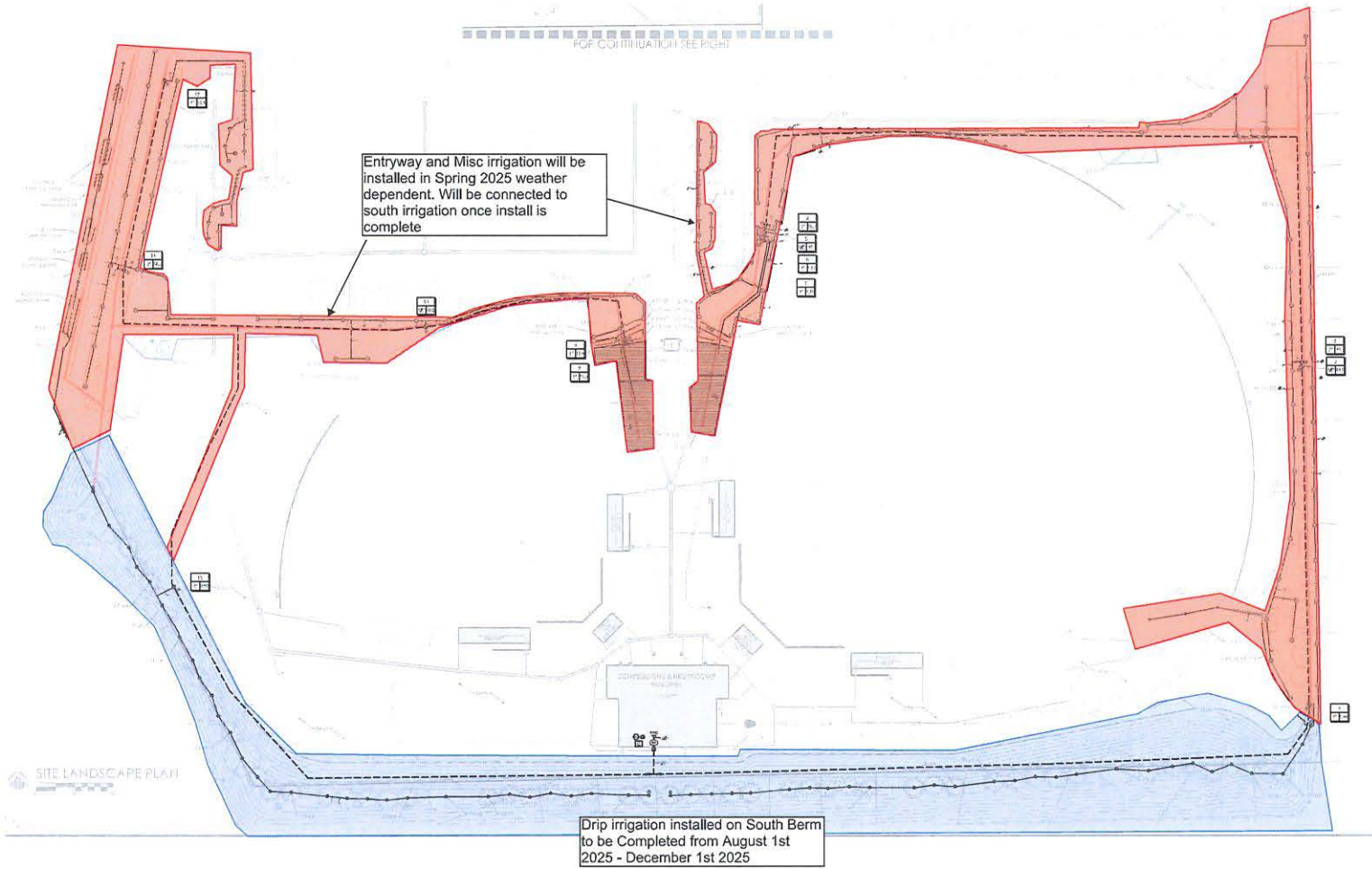
BCV
 BARTON COE VILAMIA
 ARCHITECTS & ENGINEERS
 1320 North 7th St
 Goshen, IN 46526
 (317) 235-1234
 www.bcv-architects.com

NEW BASEBALL SOFTBALL COMPLEX
GOSHEN COMMUNITY SCHOOLS
 GOSHEN, INDIANA

NO. 00.00
 APRIL 11, 2024

SITE LANDSCAPE PLAN
C701

EXHIBIT B





CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

donshuler@goshencity.com • www.goshenindiana.org
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

March 13, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Compliance Hearing – 213 Crescent Street, Goshen, Indiana

An unsafe building compliance review hearing is scheduled for the property located at 213 Crescent Street, Goshen, Indiana. Attached is the Record of Action and Continuous Enforcement Order issued by the Board of Public Works and Safety (Hearing Authority) on September 12, 2024, requiring demolition of the unsafe building on the property, as well as the Tabling Order issued on February 13, 2025, scheduling this review hearing.

For the hearing, the Board may receive information, evidence, and arguments from the Building Department, the property owner, City Staff, and anyone else wishing to speak to the property. Based on any findings the Board makes, the Board may:

1. Confirm compliance if evidence is presented that the demolition of the unsafe structure has been completed;
2. Confirm non-compliance and authorize the Building Commissioner to proceed with demolition or other remedial action or a civil action, as permitted by the Indiana Unsafe Building Law;
3. Issue a civil penalty in an amount not to exceed \$5,000.00 if the Board finds there has been a willful failure to comply with Order; or
4. Any other action permitted by law to resolve the unsafe conditions on the property.

In taking any of these actions, the Board should make specific findings to support its action.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
RECORD OF ACTION AND CONTINUOUS ENFORCEMENT ORDER**

September 12, 2024

IN RE: Violation of Goshen City Code
Property located at: 213 Crescent Street
Property Tax Code: 20-11-09-277-018.000-015
Property Legal Description: see Attached Exhibit A
Property owner(s) of record: Midwest Leasing, LLC
Substantial property of interest of record: None

BACKGROUND

1. The City of Goshen Building Commissioner issued an order on August 2, 2024 (hereinafter the "Order"), concerning the property located at 213 Crescent Street, Goshen, Indiana, and more particularly described in Exhibit A (hereinafter the "Real Estate"). The Order made findings that the vacant residential structure at the Real Estate was an unsafe building and required demolition of said building and removal of all demolition remains, trash, and debris on the Real Estate and return of the site to natural grade, all of said work to be completed within forty-five (45) days.
2. The Building Commissioner, in his Order, determined that the building at the Real Estate was unsafe under I.C. § 36-7-9-4(a)(2), (4), (5), and (6) due to the following conditions:
 - a. The vacant residential structure recently sustained a fire, causing significant damage, having burnt, charred members throughout the structure that are beyond repair;
 - b. The fire damage renders the building in danger of collapse; and
 - c. The building's current condition is vacant and unfit for human habitation, occupancy, or use under Goshen City Code.

3. Proper notice of the demolition order was provided to Midwest Leasing, LLC, the Real Estate's owner (hereinafter "Owner"), by regular United States mail in accord with I.C. § 36-7-9-25.
4. During the hearing the Goshen Building Department presented evidence, testimony, and argument supporting the Order. Owner was given the opportunity to present testimony and evidence concerning the condition of the building at the Real Estate and the Order.

FINDINGS

After consideration of the evidence and testimony presented, the Hearing Authority finds that the Building Commissioner's Order is supported by substantial evidence. The vacant residential structure at the Real Estate is an unsafe building under Indiana law. The Hearing Authority specifically adopts Section 2 of the Order as its Findings.

ORDER

The Order issued by the City of Goshen Building Commissioner is hereby affirmed in its entirety except as modified below:

1. This order shall serve as a Continuous Enforcement Order pursuant to I.C. § 36-7-9-2.
2. Owner is hereby ordered to comply with the Order to demolish the unsafe vacant residential structure at the Real Estate by October 31, 2024, failing which the Building Commissioner is authorized to proceed with the demolition at the expense of Owner, with such costs to be assessed against the Real Estate as provided by law.
3. This order constitutes a final administrative decision, and Owner has the right to appeal these findings of fact and this Continuous Enforcement Order to the Elkhart Circuit or Superior Court by filing a verified complaint within ten (10) days of the date of this action; failure to file a verified complaint within the specified time forfeits any appeal rights.
4. Per I.C. § 36-7-9-27, if Owner transfers its interest or any portion of its interest in the vacant residential structure and/or the Real Estate affected by this Continuous Enforcement Order to another person, Owner must supply the other person with full information regarding this Continuous Enforcement Order prior to transferring that interest or agreeing to transfer that interest. Further, within five (5) business days after transferring that interest or agreeing to transfer a substantial property interest in the vacant residential structure and/or the Real Estate, Owner must supply the City of Goshen Building Commissioner with the full name, address, and telephone number of the other person taking a substantial property interest in the vacant residential structure and/or the Real Estate, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Should the Owner fail to comply with these provisions, then Owner may be liable to

the City of Goshen for any damage that the City of Goshen may suffer in the event that a judgment is entered against it by the other person to whom the transfer is made.

This CONTINUOUS ENFORCEMENT ORDER of the City of Goshen Board of Public Works and Safety, memorializing the Hearing Authority's action of September 12, 2024, is issued on September 12, 2024.

IT IS SO ORDERED.

City of Goshen Board of Public Work and Safety

By: 
Gina M. Leichty, Mayor

STATE OF INDIANA)

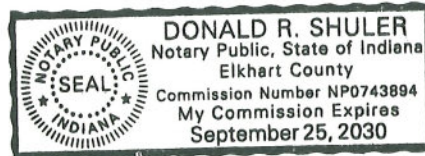
) SS:

COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on September 12, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public



This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, Ph: 574.537.3820.

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 (Bodie J. Stegelmann).

EXHIBIT A

A part of Lot #12 as said lot is known and designated on the recorded Plat of Chamberlains Second Addition to the Town, now City, of Goshen, Indiana and recorded in the Elkhart County Recorder's Office in Deed Record Volume 21, pages 290 and 291, and more particularly described as follows:

Commencing at the Northeasterly corner of aforementioned Lot #12, the point of beginning of this description; thence Northwesterly along the Northerly line of said Lot #12 and the Southerly line of Crescent Street, a distance of 44.00 feet; thence Southwesterly parallel to the Easterly line of said Lot #12, a distance of 87.00 feet; thence Southeasterly parallel to the Northerly line of said Lot #12 and the Southerly line of Crescent Street, a distance of 44.00 feet; thence Northeasterly along the Easterly line of said Lot #12, a distance of 87.00 feet to the point of beginning of this description.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
TABLING ORDER**

February 13, 2025

IN RE: Violation of Goshen City Code

Current Property Owner(s) of record: Midwest Leasing, LLC

Substantial property interest of record: Steven Jay Raber

Property located at: 213 Crescent Street, Goshen, Indiana

Property Tax Code: 20-11-09-277-018.000-015

Property Legal Description: See Exhibit A

The Order of the City of Goshen Building Commissioner dated August 2, 2024, and the Hearing Authority Record of Action and Continuous Enforcement Order dated September 12, 2024 (hereinafter, collectively, the “Order”), all came before the Hearing Authority on February 13, 2025 for a hearing and a decision as to whether the Order should be affirmed, rescinded, or modified, all in accordance with the provisions of the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance.

The Hearing Authority received testimony and evidence from the City of Goshen Building Department, and received a report from the current property owner concerning progress towards effectuating demolition. In addition, the Hearing Authority received testimony and evidence from a representative of the contract purchaser of the property regarding plans and timeline for demolition to be completed.

The Hearing Authority now ORDERS that this matter, specifically whether the Order should be affirmed, rescinded, or further modified, is tabled and continued to **March 13, 2025 at 4:00 p.m. (local time)**, or as soon thereafter as this matter may be heard, in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

The Hearing Authority now FURTHER ORDERS that if demolition of the unsafe building at the Real Estate is completed prior to the next scheduled hearing date, the next scheduled hearing shall be vacated.

SO ORDERED on February 13, 2025 and signed on February 13, 2025.

City of Goshen Board of Public Work and Safety

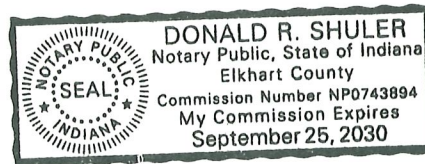
By: 
Mark Brinson, Presiding Officer

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety, the City of Goshen, Indiana's Hearing Authority, by Mark Brinson, Presiding Officer, and acknowledged execution of the foregoing Order on February 13, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public



This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, Ph: 574.537.3820.

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).

Exhibit A – Legal Description

A part of Lot #12 as said lot is known and designed on the recorded Plat of Chamberlains Second Addition to the Town, now City, of Goshen, Indiana and recorded in the Elkhart County Recorder's Office in Deed Record Volume 21, pages 290 and 291, and more particularly described as follows:

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CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

donshuler@goshencity.com • www.goshenindiana.org
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

March 13, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Compliance Hearing – 215 Crescent Street, Goshen, Indiana

An unsafe building compliance review hearing is scheduled for the property located at 215 Crescent Street, Goshen, Indiana. Attached is the Record of Action and Continuous Enforcement Order issued by the Board of Public Works and Safety (Hearing Authority) on August 29, 2024, requiring demolition of the unsafe building on the property, as well as the Tabling Order issued on February 13, 2025, scheduling this review hearing.

For the hearing, the Board may receive information, evidence, and arguments from the Building Department, the property owner, City Staff, and anyone else wishing to speak to the property. Based on any findings the Board makes, the Board may:

1. Confirm compliance if evidence is presented that the demolition of the unsafe structure has been completed;
2. Confirm non-compliance and authorize the Building Commissioner to proceed with demolition or other remedial action or a civil action, as permitted by the Indiana Unsafe Building Law;
3. Issue a civil penalty in an amount not to exceed \$5,000.00 if the Board finds there has been a willful failure to comply with Order; or
4. Any other action permitted by law to resolve the unsafe conditions on the property.

In taking any of these actions, the Board should make specific findings to support its action.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
RECORD OF ACTION AND CONTINUOUS ENFORCEMENT ORDER**

August 29, 2024

IN RE: Violation of Goshen City Code
Property located at: 215 Crescent Street
Property Tax Code: 20-11-09-277-017.000-015
Property Legal Description: see Attached Exhibit A
Property owner(s) of record: Cecil Bontreger
Substantial property of interest of record: None

BACKGROUND

1. The City of Goshen Building Commissioner issued an order on August 1, 2024 (hereinafter the "Order"), concerning the property located at 215 Crescent Street, Goshen, Indiana, and more particularly described in Exhibit A (hereinafter the "Real Estate"). The Order made findings that the vacant residential structure at the Real Estate was an unsafe building and required demolition of said building and removal of all demolition remains, trash, and debris on the Real Estate and return of the site to natural grade, all of said work to be completed within forty-five (45) days.
2. The Building Commissioner, in his Order, determined that the building at the Real Estate was unsafe under I.C. § 36-7-9-4(a)(2), (4), (5), and (6) due to the following conditions:
 - a. The vacant residential structure on the Real Estate has been vacant with no water usage for approximately twenty (20) years;
 - b. The vacant residential structure recently sustained a fire, causing significant damage to the roof, having burnt, charred members throughout the structure that are beyond repair;
 - c. The fire damage renders the building in danger of collapse; and

- d. The building's current condition is vacant and unfit for human habitation, occupancy, or use under Goshen City Code.
3. Proper notice of the demolition order was provided to Cecil Bontreger, the Real Estate's owner (hereinafter "Owner"), by regular United States mail in accord with I.C. § 36-7-9-25.
4. During the hearing the Goshen Building Department presented evidence, testimony, and argument supporting the Order. Owner was given the opportunity to present testimony and evidence concerning the condition of the building at the Real Estate and the order.

FINDINGS

After consideration of the evidence and testimony presented, the Hearing Authority finds that the Building Commissioner's Order is supported by substantial evidence. The vacant residential structure at the Real Estate is an unsafe building under Indiana law. The Hearing Authority specifically adopts Section 2 of the Order as its Findings.

ORDER

The Order issued by the City of Goshen Building Commissioner is hereby affirmed in its entirety.

1. This order shall serve as a Continuous Enforcement Order pursuant to I.C. § 36-7-9-2.
2. Owner is hereby ordered to comply with the Order to demolish the unsafe vacant residential structure at the Real Estate within forty-five (45) days of said Order, failing which the Building Commissioner is authorized to proceed with the demolition at the expense of Owner, with such costs to be assessed against the Real Estate as provided by law.
3. This order constitutes a final administrative decision, and Owner has the right to appeal these findings of fact and this Continuous Enforcement Order to the Elkhart Circuit or Superior Court by filing a verified complaint within ten (10) days of the date of this action; failure to file a verified complaint within the specified time forfeits any appeal rights.
4. Per I.C. § 36-7-9-27, if Owner transfers its interest or any portion of its interest in the vacant residential structure and/or the Real Estate affected by this Continuous Enforcement Order to another person, Owner must supply the other person with full information regarding this Continuous Enforcement Order prior to transferring that interest or agreeing to transfer that interest. Further, within five (5) business days after transferring that interest or agreeing to transfer a substantial property interest in the vacant residential structure and/or the Real Estate, Owner must supply the City of Goshen Building Commissioner with the full name, address, and telephone number of the other person taking a substantial property interest in the vacant residential

structure and/or the Real Estate, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Should the Owner fail to comply with these provisions, then Owner may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that a judgment is entered against it by the other person to whom the transfer is made.

This CONTINUOUS ENFORCEMENT ORDER of the City of Goshen Board of Public Works and Safety, memorializing the Hearing Authority's action of August 29, 2024, is issued on August 29, 2024.

IT IS SO ORDERED.

City of Goshen Board of Public Work and Safety

By:


Gina M. Leichty, Mayor

STATE OF INDIANA)

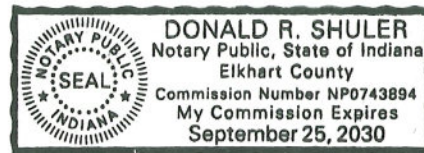
) SS:

COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on August 29, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public



This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, Ph: 574.537.3820.

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 (Bodie J. Stegelmann).

EXHIBIT A

A part of Lot No. Twelve (12) in Chamberlain's Second Addition to the City of Goshen which lies westerly of a line running midway between the dwelling houses on the land on March 25, 1920, which dividing line runs lengthwise with the lot equiangular with both sides of the lots, said dividing line at Crescent Street being about 44 feet from the Northwest corner of said lot. Excepting five (5) feet off and from the part of the Northwesterly side of Lot 12 in Chamberlain's Second Addition to the City of Goshen, more particularly described as follows: Beginning at the Northwesterly corner of Lot 12; thence running Easterly at right angle to said Lot line 5 feet; thence Northeasterly parallel to said Lot line to the North line of Lot 12; thence Northwesterly along the North line of Lot 12 to the place of beginning.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
TABLING ORDER**

February 13, 2025

IN RE: Violation of Goshen City Code

Current Property Owner(s) of record: Cecil Bontreger

Substantial property interest of record: None

Property located at: 215 Crescent Street, Goshen, Indiana

Property Tax Code: 20-11-09-277-017.000-015

Property Legal Description: See Exhibit A

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The Hearing Authority received testimony and evidence from the City of Goshen Building Department and received information from a representative of the contractor hired to effectuate demolition of the Unsafe Building at the Real Estate. Specifically, the Hearing Authority is provided confirmation that a demolition permit has been pulled for the ordered action and work is anticipated to begin soon.

The Hearing Authority now ORDERS that this matter, specifically whether the Order should be affirmed, rescinded, or further modified, is tabled and continued to **March 13, 2025 at 4:00 p.m. (local time)**, or as soon thereafter as this matter may be heard, in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

The Hearing Authority now FURTHER ORDERS that if demolition of the unsafe building at the Real Estate is completed prior to the next scheduled hearing date, the next scheduled hearing shall be vacated.

SO ORDERED on February 13, 2025 and signed on February 13, 2025.

City of Goshen Board of Public Work and Safety

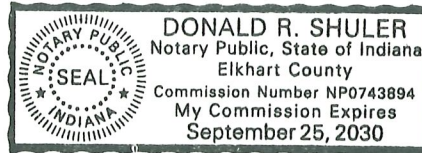
By: 
Mark Brinson, Presiding Officer

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety, the City of Goshen, Indiana's Hearing Authority, by Mark Brinson, Presiding Officer, and acknowledged execution of the foregoing Order on February 13, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public



This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, Ph: 574.537.3820.

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