



Agenda for the Goshen Common Council

6:00 p.m., August 25, 2025 Regular Meeting

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

Call to Order by Mayor Gina Leichty

Pledge of Allegiance

Roll Call:

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

Approval of Minutes: None currently available.

Approval of Meeting Agenda

1) Presentation: City Fire Department Life Saving Awards to Michael Hamby, Hannah Estes, Jon Weishaupt, Jordan Hunter, Jerod Erb and Shane McKerchie

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

3) Ordinance 5231, Amend Ordinance 3011 by Rezoning Real Estate Hereinafter Described from Commercial B-1 District to Residential R-3 District (for development of a two-story apartment building with 24 units, located at 1423 Lincolnway East)

4) Resolution 2025-12, Contract with the Indiana Department of Transportation for Street Sweeping Services

5) Ordinance 5229, An Ordinance Imposing a Municipal Wheel Tax and Municipal Vehicle Excise Tax and Creating the City of Goshen Municipal Wheel Tax Fund and the City of Goshen Municipal Surtax Fund

Privilege of the Floor

Elected Official Reports

Adjournment



**City Clerk-Treasurer
CITY OF GOSHEN**

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TO: Mayor Gina Leichty and the Goshen Common Council

FROM: Jeffery Weaver, Deputy Clerk-Treasurer

RE: Budget Reports for July 2025

DATE: August 25, 2025

Attached for the Council's review are financial reports summarizing the budget and cash balance performance for Civil City funds included in the 2025 budget, which was approved by the Council in October 2024. These reports are intended to provide a reasonable understanding of the City's financial position. They are unaudited and may require some interpretation.

Fund Balance Report

This report provides the reconciled cash balance of the budgeted funds for July 31, 2025, illustrating the City's liquidity position across all funds and demonstrating that each fund maintains a sufficient balance to support budgeted expenditures.

Budget Report – Revenues

This page summarizes revenue collections for each fund through July 31, 2025, showing progress toward projected revenue levels. Remember that some funds receive the levy in two allotments in June and December (General, Debt Service, MVH, Cumulative Fire, Park & Recreation, Aviation, CCD, Cumulative Sewer)

Budget Report – Expenditures

This report displays expenditures incurred to date for each fund, allowing for an assessment of spending trends relative to annual appropriations, with an expected 42% of the budget remaining at this point in the year.

Budget Report – Expenditures in the General Fund

The final page breaks down the General Fund by department, providing a focused view of each department's budget performance to date.



Fund Balance Report

As Of 07/31/2025

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
1101 - GENERAL FUND	21,528,877.25	18,296,438.65	17,696,840.10	22,128,475.80
2201 - MVH FUND	3,790,842.61	2,253,029.85	2,288,804.03	3,755,068.43
2202 - LOCAL ROAD & STREET	1,554,031.95	395,923.71	4,535.00	1,945,420.66
2203 - MVH-RESTRICTED	2,106,390.49	388,077.33	0.00	2,494,467.82
2204 - PARKS AND RECREATION	4,698,294.14	2,154,474.60	1,584,954.60	5,267,814.14
2206 - AVIATION FUND	549,459.52	269,720.04	273,972.76	545,206.80
2209 - LIT - ECONOMIC DEVELOPMENT	7,303,587.03	1,616,436.95	1,522,792.57	7,397,231.41
2214 - PROBATION FUND	126,474.02	58,256.37	65,166.32	119,564.07
2226 - REDEVELOPMENT OPERATING	486,877.76	233,757.40	149,070.23	571,564.93
2228 - LAW ENFORCEMENT CONTINUE EDUCATION	61,043.92	32,683.70	9,045.11	84,682.51
2234 - UNSAFE BUILDING FUND	218,015.68	7,098.11	83,200.00	141,913.79
2236 - RAINY DAY FUND	2,654,516.59	0.00	0.00	2,654,516.59
2240 - LIT - PUBLIC SAFETY	2,437,452.30	1,609,506.56	1,862,148.92	2,184,809.94
2256 - OPIOID SETTLEMENT UNRESTR	101,168.19	0.00	0.00	101,168.19
2257 - OPIOID SETTLEMENT RESTR	253,200.26	0.00	156,399.74	96,800.52
2258 - TOWNSHIP FIRE SUPPORT	416,352.31	350,000.00	121,757.55	644,594.76
2500 - COURT FEES	39,739.66	33,936.47	7,753.64	65,922.49
2501 - RESIDENTIAL LEASE FEES	59,283.57	34,277.00	29,833.94	63,726.63
2503 - ELECTRIC UTILITY SALE	2,867,655.75	100,954.90	0.00	2,968,610.65
2504 - OLD LAW ENFORCEMENT CONTINUE ED	18,108.66	0.00	18,108.66	0.00
2505 - STORM WATER MANAGEMNT	2,387,177.63	374,742.34	1,567,051.86	1,194,868.11
2506 - ECON IMPROVEMENT DISTRICT	30,637.77	37,710.74	7,576.21	60,772.30
2508 - REDHAWK ACADEMY	14,757.86	35,000.00	18,767.52	30,990.34
3301 - DEBT SERVICE	65,169.99	210,055.72	372,150.00	-96,924.29
3311 - TIF BOND P & I PYMT FUND	571,219.28	1,038,283.75	816,718.75	792,784.28
3320 - BOND P&I EAST COLLEGE AVE	0.00	606,776.99	481,680.00	125,096.99
3321 - INDIANA AVE BOND P&I	0.00	73,326.25	58,000.00	15,326.25
3323 - CHERRY CREEK BOND P&I	1,475,173.57	30,811.55	90,821.25	1,415,163.87
3331 - TIF DEBT SERVICE RESERVE	217,393.75	0.00	217,393.75	0.00
3333 - DSR - CHERRY CREEK	282,220.21	1,062.24	0.00	283,282.45
4401 - CCI (CIGARETTE TAX) FUND	332,952.34	25,390.35	26,325.45	332,017.24
4402 - CUMULATIVE CAP DEVELOP	1,195,728.49	448,568.85	292,245.26	1,352,052.08
4425 - CCI FIRE STATION	601,395.79	298,462.20	241,701.16	658,156.83
4428 - CCI STORM SEWER FUND	3,290,057.69	335,396.66	80,378.34	3,545,076.01
4445 - TIF SOUTH EAST E.D.	22,706,136.70	4,575,452.14	3,285,403.42	23,996,185.42
4446 - TIF CONS RR/US 33/DT	9,914,318.15	2,142,329.48	2,118,625.70	9,938,021.93
4447 - TIF LIPPERT/DIERDORFF	770,577.43	135,549.23	388,438.11	517,688.55
4450 - TIF EAST COLL AVE	128,020.63	435,821.00	605,930.00	-42,088.37
4451 - TIF INDIANA AVENUE	32,443.02	53,337.02	58,000.00	27,780.04
4502 - ARP FISCAL RECOV FUND	5,557,302.92	0.00	859,806.96	4,697,495.96
4651 - CEMETERY CAPITAL IMPROV.	89,453.61	5,510.95	29,842.77	65,121.79
4660 - 2015 GOB PROCEEDS	849,472.25	0.00	0.00	849,472.25
4661 - 2021 GO BOND PROCEEDS	2,999,965.13	0.00	450,690.78	2,549,274.35
8801 - FIRE PENSION FUND	221,266.05	292,763.53	277,601.40	236,428.18
8802 - POLICE PENSION FUND	497,258.97	153,608.20	163,023.00	487,844.17
Report Total:	105,501,470.89	39,144,530.83	38,382,554.86	106,263,446.86



Budget Report

Group Summary

For Fiscal: 2025 Period Ending: 07/31/2025

Fun...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Revenue						
1101 - GENERAL FUND	28,495,121.00	28,495,121.00	1,302,001.66	18,296,438.65	-10,198,682.35	35.79%
2201 - MVH FUND	4,560,312.00	4,560,312.00	128,928.22	2,253,029.85	-2,307,282.15	50.59%
2202 - LOCAL ROAD & STREET	589,328.00	589,328.00	60,569.59	395,923.71	-193,404.29	32.82%
2203 - MVH-RESTRICTED	1,366,292.00	1,366,292.00	66,137.49	388,077.33	-978,214.67	71.60%
2204 - PARKS AND RECREATION	3,755,106.00	3,755,106.00	68,301.32	2,154,474.60	-1,600,631.40	42.63%
2206 - AVIATION FUND	407,787.00	407,787.00	30,423.88	269,720.04	-138,066.96	33.86%
2209 - LIT - ECONOMIC DEVELOPMENT	2,637,406.00	2,637,406.00	218,700.50	1,616,436.95	-1,020,969.05	38.71%
2214 - PROBATION FUND	125,000.00	125,000.00	7,303.95	58,256.37	-66,743.63	53.39%
2226 - REDEVELOPMENT OPERATING	46,200.00	46,200.00	1,463.60	233,757.40	187,557.40	405.97%
2228 - LAW ENFORCEMENT CONTINUE EDUCATION	0.00	0.00	1,881.99	32,683.70	32,683.70	0.00%
2234 - UNSAFE BUILDING FUND	0.00	400,000.00	0.00	7,098.11	-392,901.89	98.23%
2236 - RAINY DAY FUND	0.00	0.00	0.00	0.00	0.00	0.00%
2240 - LIT - PUBLIC SAFETY	2,642,849.00	2,642,849.00	218,404.08	1,609,506.56	-1,033,342.44	39.10%
2256 - OPIOID SETTLEMENT UNRESTR	19,500.00	19,500.00	0.00	0.00	-19,500.00	100.00%
2257 - OPIOID SETTLEMENT RESTR	45,600.00	45,600.00	0.00	0.00	-45,600.00	100.00%
2258 - TOWNSHIP FIRE SUPPORT	350,000.00	350,000.00	0.00	350,000.00	0.00	0.00%
2500 - COURT FEES	20,700.00	20,700.00	4,570.24	33,936.47	13,236.47	63.94%
2501 - RESIDENTIAL LEASE FEES	64,430.00	64,430.00	3,294.00	34,277.00	-30,153.00	46.80%
2503 - ELECTRIC UTILITY SALE	0.00	0.00	11,259.49	100,954.90	100,954.90	0.00%
2505 - STORM WATER MANAGEMNT	607,827.00	607,827.00	2,809.60	374,742.34	-233,084.66	38.35%
2506 - ECON IMPROVEMENT DISTRICT	65,500.00	65,500.00	0.00	37,710.74	-27,789.26	42.43%
2508 - REDHAWK ACADEMY	46,500.00	46,500.00	0.00	35,000.00	-11,500.00	24.73%
3301 - DEBT SERVICE	381,432.00	381,432.00	0.00	210,055.72	-171,376.28	44.93%
3311 - TIF BOND P & I PYMT FUND	820,889.00	820,889.00	0.00	1,038,283.75	217,394.75	26.48%
3320 - BOND P&I EAST COLLEGE AVE	0.00	0.00	0.00	606,776.99	606,776.99	0.00%
3321 - INDIANA AVE BOND P&I	0.00	0.00	0.00	73,326.25	73,326.25	0.00%
3323 - CHERRY CREEK BOND P&I	0.00	0.00	0.00	30,811.55	30,811.55	0.00%
3333 - DSR - CHERRY CREEK	0.00	0.00	0.00	1,062.24	1,062.24	0.00%
4401 - CCI (CIGARETTE TAX) FUND	57,813.00	57,813.00	0.00	25,390.35	-32,422.65	56.08%
4402 - CUMULATIVE CAP DEVELOP	823,963.00	823,963.00	0.00	448,568.85	-375,394.15	45.56%
4425 - CCI FIRE STATION	565,937.00	565,937.00	0.00	298,462.20	-267,474.80	47.26%
4428 - CCI STORM SEWER FUND	586,504.00	586,504.00	14,237.96	335,396.66	-251,107.34	42.81%
4445 - TIF SOUTH EAST E.D.	9,367,200.00	9,367,200.00	0.00	4,575,452.14	-4,791,747.86	51.15%
4446 - TIF CONS RR/US 33/DT	3,822,700.00	3,822,700.00	0.00	2,142,329.48	-1,680,370.52	43.96%
4447 - TIF LIPPERT/DIERDORFF	261,350.00	261,350.00	0.00	135,549.23	-125,800.77	48.13%
4450 - TIF EAST COLL AVE	0.00	0.00	0.00	435,821.00	435,821.00	0.00%
4451 - TIF INDIANA AVENUE	0.00	0.00	0.00	53,337.02	53,337.02	0.00%
4502 - ARP FISCAL RECOV FUND	0.00	0.00	0.00	0.00	0.00	0.00%
4651 - CEMETERY CAPITAL IMPROV.	11,000.00	11,000.00	214.75	5,510.95	-5,489.05	49.90%
4661 - 2021 GO BOND PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00%
8801 - FIRE PENSION FUND	460,000.00	460,000.00	0.00	292,763.53	-167,236.47	36.36%
8802 - POLICE PENSION FUND	350,000.00	350,000.00	55.00	153,608.20	-196,391.80	56.11%
Revenue Total:	63,354,246.00	63,754,246.00	2,140,557.32	39,144,530.83	-24,609,715.17	38.60%

Budget Report

For Fiscal: 2025 Period Ending: 07/31/2025

Fun...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense						
1101 - GENERAL FUND	33,944,900.00	34,264,096.33	2,286,120.44	17,696,840.10	16,567,256.23	48.35%
2201 - MVH FUND	3,870,190.00	3,980,703.10	426,763.27	2,288,804.03	1,691,899.07	42.50%
2202 - LOCAL ROAD & STREET	1,000,000.00	1,539,147.00	0.00	4,535.00	1,534,612.00	99.71%
2203 - MVH-RESTRICTED	2,400,000.00	2,400,000.00	0.00	0.00	2,400,000.00	100.00%
2204 - PARKS AND RECREATION	3,331,500.00	4,055,500.00	308,097.77	1,584,954.60	2,470,545.40	60.92%
2206 - AVIATION FUND	711,400.00	711,400.00	48,828.78	273,972.76	437,427.24	61.49%
2209 - LIT - ECONOMIC DEVELOPMENT	4,325,000.00	7,100,223.28	803,157.87	1,522,792.57	5,577,430.71	78.55%
2214 - PROBATION FUND	113,650.00	113,650.00	8,771.66	65,166.32	48,483.68	42.66%
2226 - REDEVELOPMENT OPERATING	274,550.00	274,550.00	20,368.96	149,070.23	125,479.77	45.70%
2228 - LAW ENFORCEMENT CONTINUE EDUCATION	36,000.00	36,000.00	1,033.99	9,045.11	26,954.89	74.87%
2234 - UNSAFE BUILDING FUND	85,000.00	551,000.00	0.00	83,200.00	467,800.00	84.90%
2236 - RAINY DAY FUND	0.00	0.00	0.00	0.00	0.00	0.00%
2240 - LIT - PUBLIC SAFETY	3,049,000.00	3,377,347.50	291,015.78	1,862,148.92	1,515,198.58	44.86%
2257 - OPIOID SETTLEMENT RESTR	0.00	0.00	91,422.00	156,399.74	-156,399.74	0.00%
2258 - TOWNSHIP FIRE SUPPORT	378,000.00	378,000.00	55,367.60	121,757.55	256,242.45	67.79%
2500 - COURT FEES	54,700.00	54,700.00	1,461.76	7,753.64	46,946.36	85.83%
2501 - RESIDENTIAL LEASE FEES	48,975.00	48,975.00	4,356.38	29,833.94	19,141.06	39.08%
2503 - ELECTRIC UTILITY SALE	0.00	400,000.00	0.00	0.00	400,000.00	100.00%
2504 - OLD LAW ENFORCEMENT CONTINUE ED	18,109.00	18,109.00	0.00	18,108.66	0.34	0.00%
2505 - STORM WATER MANAGEMNT	1,937,885.00	1,940,885.00	24,798.11	1,567,051.86	373,833.14	19.26%
2506 - ECON IMPROVEMENT DISTRICT	81,000.00	81,000.00	498.00	7,576.21	73,423.79	90.65%
2508 - REDHAWK ACADEMY	12,500.00	12,500.00	11,945.98	18,767.52	-6,267.52	-50.14%
3301 - DEBT SERVICE	373,275.00	373,275.00	185,250.00	372,150.00	1,125.00	0.30%
3311 - TIF BOND P & I PYMT FUND	820,889.00	820,889.00	0.00	816,718.75	4,170.25	0.51%
3320 - BOND P&I EAST COLLEGE AVE	0.00	0.00	481,680.00	481,680.00	-481,680.00	0.00%
3321 - INDIANA AVE BOND P&I	0.00	0.00	58,000.00	58,000.00	-58,000.00	0.00%
3323 - CHERRY CREEK BOND P&I	0.00	0.00	0.00	90,821.25	-90,821.25	0.00%
3331 - TIF DEBT SERVICE RESERVE	0.00	217,393.75	0.00	217,393.75	0.00	0.00%
4401 - CCI (CIGARETTE TAX) FUND	80,000.00	80,000.00	14,213.54	26,325.45	53,674.55	67.09%
4402 - CUMULATIVE CAP DEVELOP	1,022,000.00	1,361,227.95	145,932.81	292,245.26	1,068,982.69	78.53%
4425 - CCI FIRE STATION	375,000.00	417,598.95	27,716.91	241,701.16	175,897.79	42.12%
4428 - CCI STORM SEWER FUND	2,700,000.00	2,700,000.00	33,686.25	80,378.34	2,619,621.66	97.02%
4445 - TIF SOUTH EAST E.D.	20,065,890.00	22,440,621.85	920,111.14	3,285,403.42	19,155,218.43	85.36%
4446 - TIF CONS RR/US 33/DT	4,075,000.00	8,586,861.94	409,286.53	2,118,625.70	6,468,236.24	75.33%
4447 - TIF LIPPERT/DIERDORFF	0.00	388,438.11	0.00	388,438.11	0.00	0.00%
4450 - TIF EAST COLL AVE	0.00	0.00	1,250.00	605,930.00	-605,930.00	0.00%
4451 - TIF INDIANA AVENUE	0.00	0.00	0.00	58,000.00	-58,000.00	0.00%
4502 - ARP FISCAL RECOV FUND	2,806,655.00	5,506,655.00	371,079.31	859,806.96	4,646,848.04	84.39%
4651 - CEMETERY CAPITAL IMPROV.	45,800.00	45,800.00	4,606.77	29,842.77	15,957.23	34.84%
4660 - 2015 GOB PROCEEDS	120,000.00	120,000.00	0.00	0.00	120,000.00	100.00%
4661 - 2021 GO BOND PROCEEDS	3,149,049.00	3,149,049.00	428,331.25	450,690.78	2,698,358.22	85.69%
8801 - FIRE PENSION FUND	551,320.00	551,320.00	43,961.67	277,601.40	273,718.60	49.65%
8802 - POLICE PENSION FUND	410,050.00	410,050.00	27,098.00	163,023.00	247,027.00	60.24%
Expense Total:	92,267,287.00	108,506,966.76	7,536,212.53	38,382,554.86	70,124,411.90	64.63%
Report Surplus (Deficit):	-28,913,041.00	-44,752,720.76	-5,395,655.21	761,975.97	45,514,696.73	101.70%



Budget Report Group Summary

For Fiscal: 2025 Period Ending: 07/31/2025

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 1101 - GENERAL FUND						
Expense						
01 - COMMUNITY RELATIONS	206,050.00	206,050.00	6,227.61	59,472.70	146,577.30	71.14%
02 - COUNCIL	149,770.00	149,770.00	10,097.56	81,313.15	68,456.85	45.71%
03 - MAYOR	621,380.00	621,380.00	40,086.71	308,841.25	312,538.75	50.30%
04 - CLERK-TREASURER	868,070.00	868,070.00	50,407.99	438,806.04	429,263.96	49.45%
05 - LEGAL	960,625.00	962,587.89	66,083.57	425,280.11	537,307.78	55.82%
06 - COURT	582,200.00	582,200.00	37,461.13	310,916.50	271,283.50	46.60%
07 - BOARD OF WORKS	5,303,485.00	5,500,751.97	333,038.34	3,031,639.97	2,469,112.00	44.89%
08 - TECHNOLOGY	811,000.00	811,000.00	65,076.05	387,030.58	423,969.42	52.28%
09 - CEMETERY-GENERAL	483,070.00	483,070.00	37,840.33	283,041.13	200,028.87	41.41%
10 - ENGINEERING	1,265,650.00	1,266,712.00	81,116.59	555,669.70	711,042.30	56.13%
11 - POLICE DEPARTMENT	9,650,820.00	9,769,275.47	653,807.33	5,030,483.34	4,738,792.13	48.51%
12 - FIRE DEPARTMENT	8,639,800.00	8,639,800.00	619,257.31	4,668,876.46	3,970,923.54	45.96%
15 - BUILDING DEPARTMENT	669,425.00	669,874.00	46,932.81	343,831.96	326,042.04	48.67%
16 - PLANNING DEPARTMENT	599,015.00	599,015.00	34,625.12	247,779.06	351,235.94	58.64%
18 - CENTRAL GARAGE	1,953,130.00	1,953,130.00	114,935.47	923,154.40	1,029,975.60	52.73%
19 - BUILDINGS-GROUNDS	357,740.00	357,740.00	22,183.01	132,777.25	224,962.75	62.88%
46 - ENVIRONMENTAL RESILENCE	823,670.00	823,670.00	61,674.36	417,568.52	406,101.48	49.30%
90 - UNAPPROPRIATED	0.00	0.00	5,269.15	50,357.98	-50,357.98	0.00%
Expense Total:	33,944,900.00	34,264,096.33	2,286,120.44	17,696,840.10	16,567,256.23	48.35%
Fund: 1101 - GENERAL FUND Total:	33,944,900.00	34,264,096.33	2,286,120.44	17,696,840.10	16,567,256.23	48.35%
Report Total:	33,944,900.00	34,264,096.33	2,286,120.44	17,696,840.10	16,567,256.23	48.35%



Rhonda L. Yoder, AICP
PLANNING & ZONING DEPARTMENT, CITY OF GOSHEN
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Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185
rhondayoder@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Common Council

FROM: Rhonda L. Yoder, City Planner

DATE: August 25, 2025

RE: Ordinance 5231

The Goshen Plan Commission met on August 19, 2025, in regular session and considered a request for a rezoning from Commercial B-1 District to Residential R-3 District, for development of a two-story apartment building with 24 units, for the subject property generally located at 1423 Lincolnway East, with the following outcome:

Forwarded to the Goshen Common Council with a favorable recommendation by a vote of 5-1.

The recommendation is based on the following:

1. The rezoning is consistent with the existing zoning and mixed land use in the area.
2. The requirements of the R-3 District are able to be met.

Prior to the Plan Commission meeting the Planning office received one phone call asking for more information.

At the Plan Commission meeting, there were several questions about the landscaping and barriers planned along the south property line adjacent to Meadows of College Green, and several questions about the type of management planned for the apartments.

Ordinance 5231

Amend Ordinance 3011 by Rezoning Real Estate Hereinafter Described from Commercial B-1 District to Residential R-3 District

WHEREAS DJSJ, LLC, Wightman, and Creative Design Solutions Inc., submitted an application on the 29th day of July 2025 to rezone the real estate hereinafter described from Commercial B-1 District to Residential R-3 District, and the Goshen City Plan Commission did after proper legal notice conduct a hearing on said Petition as provided by the Law on the 19th day of August 2025, and recommended the adoption of this Ordinance by a vote of 5-1.

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

Property generally located on the west side of Lincolnway East, south of Shasta Drive, with a common address of 1423 Lincolnway East, and more particularly described as follows:

A part of the Southeast Quarter of Section 15, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, and more particularly described as follows:

Commencing at a stone marking the Northeast corner of the Southeast Quarter of said Section 15; thence South 89 degrees 51 minutes West, a distance of 804.5 feet along the North line of the Southeast Quarter of said Section 15 to a point in the centerline of U.S. Highway Number 33; thence South 44 degrees 35 minutes East along the centerline of said Highway, a distance of 907.87 feet to the point of beginning of this description; thence continuing along said described bearing, a distance of 254.67 feet; thence South 0 degrees 42 minutes East along the East line of the Southeast Quarter of said Section 15, a distance of 360.92 feet; thence South 89 degrees 57 minutes West, a distance of 370.11 feet; thence North 0 degrees 42 minutes West, a distance of 365.14 feet to the South line of a proposed roadway; thence North 89 degrees 52 minutes East, 12.3 feet; thence North 45 degrees 25 minutes East, a distance of 251.95 feet to the aforementioned point of beginning. Containing 3.74 Acres, more or less.

EXCEPTING THEREFROM: A part of the Southeast Quarter of Section 15, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, being more particularly described as follows:

Commencing at a stone marking the Northeast corner of the Southeast Quarter of said Section 15; thence on an assumed bearing of South 89 degrees 54 minutes 18 seconds West along the North line of the Southeast Quarter of said Section 15, a distance of 804.50 feet to the centerline of U.S. Highway Number 33; thence South 44 degrees 38 minutes 40 seconds East along the centerline of said right of way, a distance of 907.24 feet (recorded 907.87 feet) to the most Northerly corner of a parcel of land conveyed to The Commodore Corporation as described and recorded in the Office of the Recorder of Elkhart County in Instrument Number 88 001729; thence South 45 degrees 22 minutes 5 seconds West along the Northwesterly line of said The Commodore Corporation parcel, a distance of 33 feet to the Southwesterly right of way line of said U.S. Highway Number 33, the point of beginning of this description; thence South 44 degrees 38 minutes 30 seconds East along the Southwesterly line of said right of way, a distance of 81.36 feet to a rebar with cap stamped Brads-Ko 0041; thence North 56 degrees 26 minutes 47 seconds West, a distance of 83.12 feet to a rebar with cap stamped Brads-Ko 0041 on the North line of said The Commodore Corporation parcel; thence North 45 degrees 22 minutes 5 seconds East along the Northwesterly line of said The Commodore Corporation parcel, a distance of 17 feet to the point of beginning of this description. Containing 0.016 of an acre, more or less.

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

PASSED by the Common Council of the City of Goshen on _____, 2025.

Presiding Officer

Attest:

Richard R. Aguirre, Clerk-Treasurer

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

Richard R. Aguirre, Clerk-Treasurer

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

Gina Leichty, Mayor

To: Goshen City Plan Commission/Goshen Common Council
From: Rhonda L. Yoder, Planning & Zoning Administrator
Subject: 25-02R – Rezoning, 1423 Lincolnway East
Commercial B-1 to Residential R-3
Date: August 19, 2025

ANALYSIS

DJSJ, LLC, Wightman, and Creative Design Solutions Inc., request a rezoning from Commercial B-1 District to Residential R-3 District for development of a two-story apartment building with 24 units. The subject property is generally located at 1423 Lincolnway East and is zoned Commercial B-1 District.

The subject property is an existing commercial office building that has historically been zoned neighborhood commercial. The area is a mix of low-intensity commercial uses and a range of residential land uses, along with a public park across the street.

The purpose of the rezoning is to allow for multi-unit residential development, using the existing two-story building for 24 studio and one-bedroom units. Although there is not immediately adjacent R-3 zoning, there is R-3 zoning to the west and north, and the area zoning is a mix of many districts. The subject property meets the R-3 District requirements for minimum lot area, is well below maximum density, and all R-3 District developmental requirements are able to be met.

The R-3 District requires partial landscaping adjacent to single unit and two unit residential land use, which applies along a portion of the east property line adjacent to 1501 Lincolnway East and along the south property line adjacent to 1401 and 1402 Ashton Court. A detailed landscape plan will be required as part of site plan review.

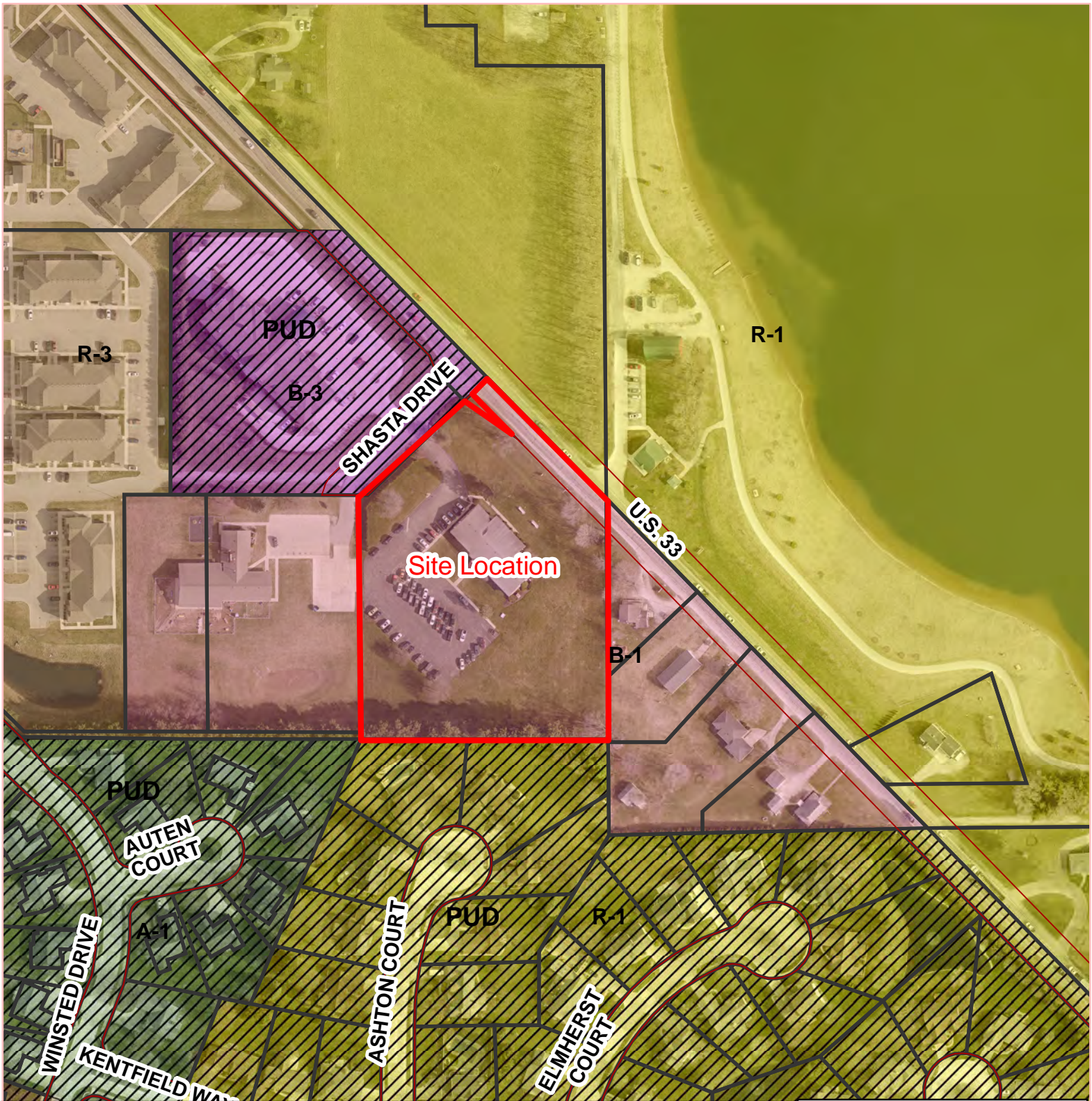
The rezoning petition is not subject to site plan review, but a preliminary site plan has been provided, along with building elevations, which are included for informational purposes. Site plan review will occur through the City's Technical Review process. Based on the preliminary site plan, R-3 District developmental requirements are able to be met.

The proposed rezoning is consistent with the existing zoning and mixed land use in the area, and the requirements of the R-3 District are able to be met.

RECOMMENDATION

Staff recommends the Plan Commission forward a favorable recommendation to Goshen Common Council for the rezoning from Commercial B-1 District to Residential R-3 District, based upon the following:

1. The rezoning is consistent with the existing zoning and mixed land use in the area.
2. The requirements of the R-3 District are able to be met.



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.

1423 Lincolnway East

2023 Aerial
Printed July 29, 2025

Feet
0 50 100 200
|-----|-----|-----|-----|



1 inch = 200 feet

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



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1423 Lincolnway East - Area Zoning

Zoning Map & 2023 Aerial
Printed July 31, 2025



1 inch = 500 feet

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

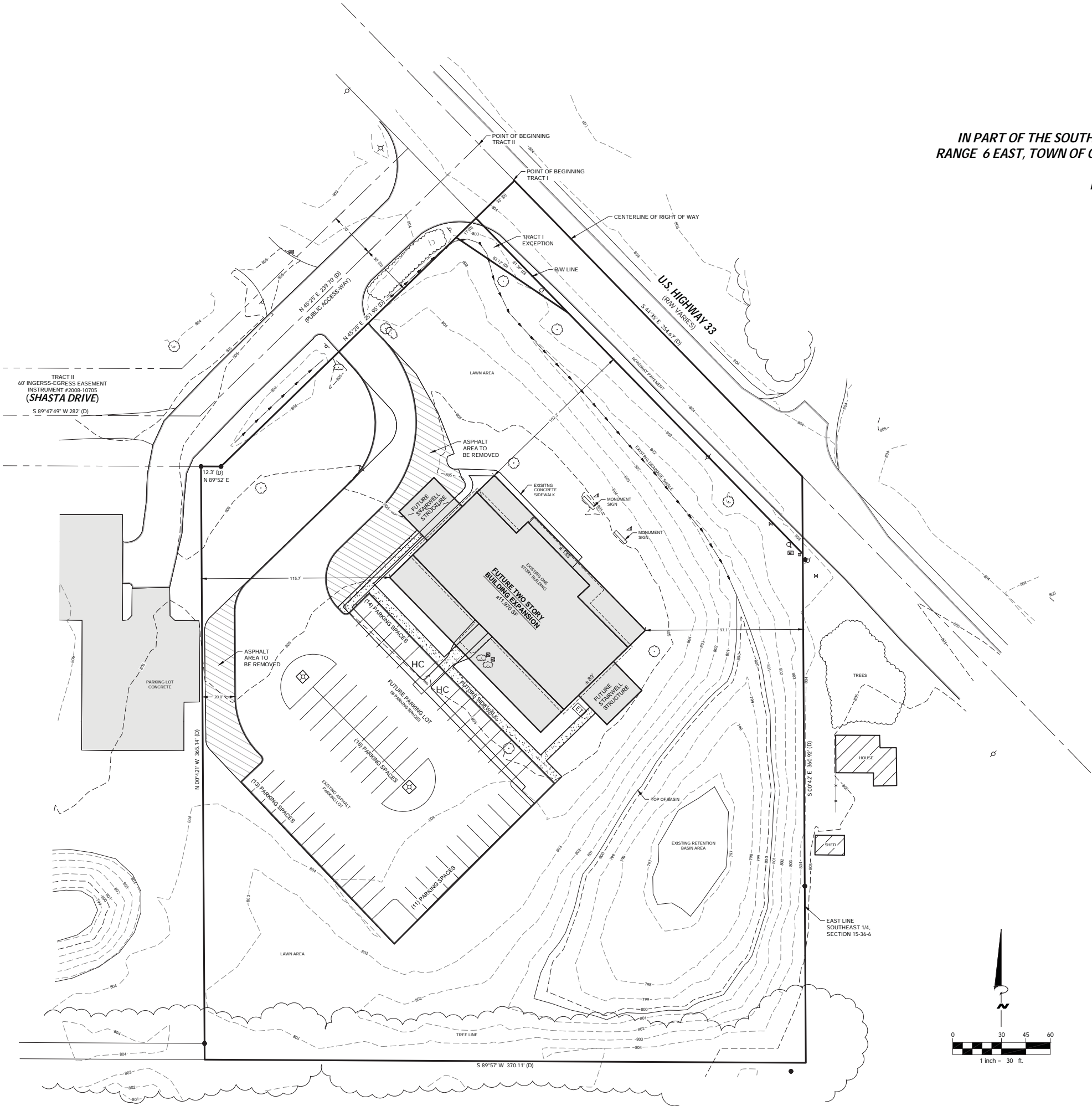
PROJECT NAME:
REZONE PETITION
1423 LINCOLNWAY EAST
GOSHEN, INDIANA

OWNER:
DJSJ, LLC
P.O. BOX 70
BRISTOL, IN 46507

REVISIONS
1. PROJECT NAME: 1423 LINCOLNWAY EAST, GOSHEN, INDIANA
2. PROPERTY ADDRESS: 1423 LINCOLNWAY EAST, GOSHEN, INDIANA
3. CURRENT USE: VACANT COMMERCIAL OFFICE BUILDING
4. PROPOSED USE: APARTMENT COMPLEX - EXPANDED
5. BUILDING IS CURRENTLY SERVED BY MUNICIPAL WATER AND SANITARY SEWER.

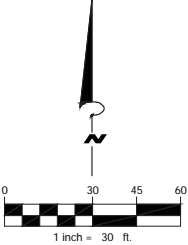
SITE PLAN

SITE PLAN
IN PART OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH,
RANGE 6 EAST, TOWN OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY INDIANA
FOR REZONING PURPOSES ONLY



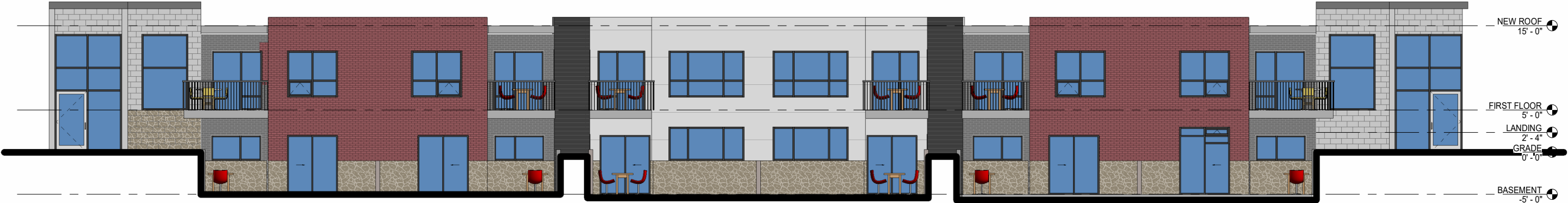
NOTES
1. PROJECT NAME: 1423 LINCOLNWAY EAST, GOSHEN, INDIANA
2. PROPERTY ADDRESS: 1423 LINCOLNWAY EAST, GOSHEN, INDIANA
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4. PROPOSED USE: APARTMENT COMPLEX - EXPANDED
5. BUILDING IS CURRENTLY SERVED BY MUNICIPAL WATER AND SANITARY SEWER.

- LEGEND**
- AIR CONDITIONER
 - ELECTRIC TRANSFORMER
 - FOUND IRON
 - GROUND LIGHT
 - LIGHT POLE W/ CONCRETE BASE
 - SIGN
 - UTILITY POLE





FRONT ELEVATION



BACK ELEVATION

GOSHEN COMMON COUNCIL

RESOLUTION 2025-12

**Contract with the Indiana Department of Transportation
for Street Sweeping Services**

WHEREAS the Indiana Department of Transportation desires to contract with the City of Goshen for the City to provide services to clean the dirt and debris from the curbed portions of State Road 119, State Road 15, and US Highway 33 that run through the Goshen corporate limits, hereinafter referred to as the "Sweeping Services."

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

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council approves the terms and conditions of the Contract with the Indiana Department of Transportation for Street Sweeping Services attached to and made a part of this resolution.

PASSED by the Goshen Common Council on _____, 2025.

Gina M. Leichty, Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

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

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2025.

Gina M. Leichty, Mayor

EDS # _____

STREET SWEEPING SERVICES
EDS/SCM# _____

This Contract, entered into by and between the Indiana Department of Transportation (hereinafter referred to as "State") and the City of Goshen, Indiana (hereinafter referred to as the "Local Public Agency" or "LPA"), is executed pursuant to the terms and conditions set forth herein.

WHEREAS, the State needs sweeping services to keep state highways and curbs clean and free of dirt and debris; and

WHEREAS, the LPA has the required sweeping capabilities and is willing to perform sweeping services on state facilities pursuant to this Contract;

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows.

1. **Duties of LPA.** The LPA agrees to perform all services necessary to keep the following described state roads, highways and curbs clean and free of dirt and debris (include road, location, curb miles, etc.):

SR 119 for 1.1 curb miles

SR 15 for 6.7 curb miles

US 33 for 12.8 curb miles

Total curb miles: 20.6

a) The LPA agrees to dispose of all dirt and debris collected in the cleaning process. All cleaning and disposal of dirt and debris shall be to the reasonable satisfaction of the Indiana Department of Transportation's District Director or his/her designee. The LPA shall take proper precautions and be responsible for the safe performance of the work covered by this Contract. Furthermore, the LPA agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances in the performance of its work under this Contract.

b) Each location shall be cleaned a minimum of two (2) times per year.

c) The LPA shall be responsible for all liability due to loss, damage, injuries, or other casualties to persons or property arising out of the work performed pursuant to this Contract, whether due in whole or in part to the negligent acts or omissions of the LPA, its agents or employees, or other persons engaged in the performance of the work, including any claims arising out of the Worker's Compensation Act.

2. **Consideration.** The State agrees to pay the LPA \$360 per curb mile per year, for a total of **\$7,416.00** per year. Total remuneration under this Contract shall not exceed **\$29,664.00**.

The LPA shall submit one (1) invoice to the State each year and the State shall pay the invoice in accordance with its regular fiscal procedures. **When submitting the invoice, the LPA shall certify that the service(s) has been provided.**

3. **Term.** This Contract shall be effective for a period of forty-eight (48) months. It shall commence on July 1, 2025, and shall remain in effect through June 30, 2029.

4. **Access to Records.** The LPA and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. **Assignment; Successors.**

A. The LPA binds its successors and assignees to all the terms and conditions of this Contract. The LPA may assign its right to receive payments to such third parties as the LPA may desire without the prior written consent of the State, provided that the LPA gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The LPA shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the LPA shall provide prompt written notice to the State of any change in the LPA's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

6. Assignment of Antitrust Claims. [OMITTED – NOT APPLICABLE].

7. Audits. The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State.

The State considers the LPA to be a "LPA" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the LPA is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), LPA shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

8. Authority to Bind the LPA. The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.

9. Changes in Work. The LPA shall not commence any additional work or change the scope of the work until authorized in writing by the State. The LPA shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the LPA to determine whether the provisions of this Contract require formal modification.

B. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the LPA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the LPA shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The LPA certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The LPA agrees that any payments currently due to the State may be withheld from payments due to the LPA. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the LPA is current in its payments and has submitted proof of such payment to the State.

D. The LPA warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the LPA

agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the LPA's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the LPA, the LPA may request that it be allowed to continue, or receive work, without delay. The LPA must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The LPA warrants that the LPA and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The LPA affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC 5-22-3-7:

(1) The LPA and any principals of the LPA certify that:

(A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the LPA will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The LPA and any principals of the LPA certify that an affiliate or principal of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or principal of the LPA, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(I) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment. All services provided by the LPA under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. [OMITTED – NOT APPLICABLE].

13. Continuity of Services. [OMITTED – NOT APPLICABLE].

14. Debarment and Suspension.

A. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LPA.

B. The LPA certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The LPA shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. [OMITTED – NOT APPLICABLE].

16. Disputes. [OMITTED – NOT APPLICABLE].

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the LPA certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC § 22-5-1.7, the LPA swears or affirms under the penalties of perjury that the LPA does not knowingly employ an unauthorized alien. The LPA further agrees that:

- A. The LPA shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and does not employ any employees.
- B. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.

C. The LPA shall require his/her/its subcontractors, who perform work under this Contract, to certify to the LPA 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. The LPA agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the LPA fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. [OMITTED – NOT APPLICABLE].

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. [OMITTED – NOT APPLICABLE.]

24. Indemnification. The LPA agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third-party claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the LPA and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the LPA.

25. Independent Contractor; Workers’ Compensation Insurance. The LPA is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The LPA shall provide all necessary unemployment and workers’ compensation insurance for the LPA’s employees, and LPA shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Indiana Veteran Owned Small Business Enterprise Compliance. [OMITTED – NOT APPLICABLE].

27. Information Technology Enterprise Architecture Requirements. [OMITTED – NOT APPLICABLE].

28. Insurance. [OMITTED – NOT APPLICABLE].

29. Key Person(s). [OMITTED – NOT APPLICABLE].

30. Licensing Standards. [OMITTED – NOT APPLICABLE].

31. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance. [OMITTED – NOT APPLICABLE].

33. Nondiscrimination.

- A. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act ("ADA"), the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.
- B. INDOT is a recipient of federal funds, and therefore, INDOT requires full compliance with all rules, regulations and statutes concerning nondiscrimination requirements and applications. Breach of this section may be regarded as a material breach of this Agreement.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and all related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections).

- C. During the performance of this Agreement, the LPA, for itself, its assignees, and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
1. Compliance with Regulations: The LPA shall comply with the regulations relating to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
 2. Nondiscrimination: The LPA, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran.
 4. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by INDOT and the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall

certify to INDOT or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this Agreement, INDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Agreement until the LPA complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The LPA shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as INDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request INDOT to enter into such litigation to protect the interests of INDOT, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

Notices to the State shall be sent to:

Indiana Department of Transportation – Fort Wayne District

ATTN: Jenny Bass, Finance Director

Telephone: 260-969-8209

Email: jbass@indot.in.gov

5333 Hatfield Road, Fort Wayne, IN 46808

Notices to the LPA shall be sent to:

City of Goshen, ATTN: Clerk- Treasurer, Richard Aguirre

202 S. 5th Str., Goshen, IN 46528

Telephone: 574-533-8625 – Email: richardaguirre@goshencity.com

As required by IC 4-13-2-14.8, payments to the LPA shall be made via electronic funds transfer in accordance with instructions filed by the LPA with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference. [OMITTED – NOT APPLICABLE].

36. Ownership of Documents and Materials. [OMITTED – NOT APPLICABLE].

37. Payments.

A. All payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the LPA is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the LPA agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports. [OMITTED – NOT APPLICABLE].

40. Public Record. The LPA acknowledges that the State will not treat this Contract as containing confidential information and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

42. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the LPA as a result of this Contract.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the LPA of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The LPA shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The LPA shall be compensated for services herein provided but in no case shall total payment made to the LPA exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default. [OMITTED – NOT APPLICABLE].

47. Travel. [OMITTED – NOT APPLICABLE].

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the LPA shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the LPA's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The LPA shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the LPA shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the most current *State of Indiana SCM Template*) in any way except for Section 33. Non-Discrimination.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Agreement, the LPA attests to compliance with the disclosure requirements in IC §4-2-6-10.5.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Agreement to the State of Indiana. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Agreement will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL

In Witness Whereof, the LPA and the State have, through duly authorized representatives, entered into this Contract. The parties, having read and understand the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

LPA

Name of LPA:	<u>City of Goshen</u>
Signature:	_____
Printed Name:	<u>Gina M Leichty</u>
Title:	<u>Mayor</u>
Date:	_____

STATE OF INDIANA

Indiana Department of Transportation

_____, _____ District Deputy Commissioner

Date: _____

STATE APPROVALS

All State Approvals are made electronically – see attached confirmation page.

APPROVALS

Department of Administration

Brandon Clifton, Commissioner

Date: _____

Budget Agency

Chad Ranney, State Budget Director

Date: _____

APPROVED as to Form and Legality:

Office of the Attorney General

*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on May 2, 2025.*

FA 25-22

ORDINANCE 5229

An Ordinance Imposing a Municipal Wheel Tax and Municipal Vehicle Excise Tax and Creating the City of Goshen Municipal Wheel Tax Fund and the City of Goshen Municipal Surtax Fund

WHEREAS, Indiana Code 6-3.5-11 (the “Wheel Tax Act”) authorizes the Common Council of the City of Goshen, Indiana (“Common Council”) to impose by ordinance an annual municipal wheel tax of not less than Five Dollars (\$5.00) and not more than Forty Dollars (\$40.00) on certain classes of vehicles registered within the City of Goshen;

WHEREAS, I.C. 6-3.5-10 (the “Excise Tax Act”) authorizes the Common Council to impose by ordinance an annual municipal vehicle excise tax (the “Surtax”) at a specific amount of at least Seven and 50/100 Dollars (\$7.50) and not more than Twenty-Five Dollars (\$25.00) on certain vehicles registered in the City;

WHEREAS, the Wheel Tax Act prohibits the Common Council from adopting an ordinance imposing a municipal wheel tax unless the Common Council concurrently adopts an ordinance under I.C. 6-3.5-10 to impose the annual municipal vehicle excise tax;

WHEREAS, the Excise Tax Act prohibits the Common Council from adopting an ordinance imposing a municipal vehicle excise tax unless the Common Council concurrently adopts an ordinance under I.C. 6-3.5-11 to impose the annual municipal wheel tax;

WHEREAS, City of Goshen seeks to concurrently adopt a municipal vehicle excise tax pursuant to I.C. 6-3.5-10 and a municipal wheel tax pursuant to I.C. 6-3.5-11;

WHEREAS, the City of Goshen will not be eligible for Community Crossings Lane Mile Direct Distributions unless it adopts a municipal wheel tax and a municipal vehicle excise tax;

WHEREAS, the City has developed a transportation asset management plan, approved by the Indiana Department of Transportation, that the City will send to the Indiana Bureau of Motor Vehicles and the Department of State Revenue, along with this ordinance, if adopted; and

WHEREAS, the Common Council deems it necessary to impose the annual municipal vehicle excise tax and the annual municipal wheel tax so that it may generate revenue to adequately construct, reconstruct, repair, and maintain the streets and roads under the jurisdiction of the City.

NOW THEREFORE BE IT ORDAINED, by the Common Council of the City of Goshen, Indiana, as follows:

Section 1. Municipal Wheel Tax and Municipal Wheel Tax Fund.

- A. Definitions. The definitions set forth in Indiana Code § 6-3.5-11-1, as amended, are incorporated herein by reference and shall apply throughout this Section 1.

- B. Imposition and Rate of Municipal Wheel Tax. Effective January 1, 2026, a municipal wheel tax ("Wheel Tax") in the amount of Forty Dollars (\$40.00) shall be imposed on each of the following classes of vehicles registered in the City of Goshen pursuant to I.C. 6-3.5-11, as amended:
1. Buses.
 2. Recreational vehicles.
 3. Semitrailers.
 4. Trailers with a declared gross weight of more than nine thousand (9,000) pounds.
 5. Trucks and tractors with a declared gross weight or more than eleven thousand (11,000) pounds.
 6. Any other vehicle to which the Wheel Tax applies, pursuant to I.C. § 6-3.5-11-3, as amended.
- C. Exempt Vehicles. A vehicle is exempt from the Wheel Tax if the vehicle is:
1. owned by the State of Indiana;
 2. owned by a state agency of the State of Indiana;
 3. owned by a political subdivision of the State of Indiana;
 4. subject to the annual municipal vehicle excise tax imposed pursuant to I.C. 6-3.5-10;
 5. a bus owned and operated by a religious or non-profit youth organization and used to transport persons to religious services or for the benefit of its members;
 6. a school bus;
 7. a motor vehicle that is funeral equipment and that is used in the operation of funeral services as defined in I.C. § 25-15-2-17; or
 8. any other vehicle exempt from the Wheel Tax under I.C. § 6-3.5-11-4, as amended.
- D. Collection of Wheel Tax. The Wheel Tax is due and shall be collected by the Indiana Bureau of Motor Vehicles each year at the time the vehicle is registered.
- E. City of Goshen Municipal Wheel Tax Fund. The "City of Goshen Municipal Wheel Tax Fund" is hereby created and shall be a non-reverting fund. The Clerk-Treasurer shall deposit the Wheel Tax revenues received in the City of Goshen Municipal Wheel Tax Fund.
- F. Use of Municipal Wheel Tax Fund. The City may only use the Wheel Tax revenues in the Municipal Wheel Tax Fund for the following purposes:

1. to construct, reconstruct, repair, or maintain streets and roads that are under the jurisdiction of the City of Goshen;
 2. as a contribution to an authority established under I.C. § 36-7-23;
 3. for the City's contribution to obtain a grant from the local road and bridge matching grant fund under I.C. 8-23-30; and
 4. any other use allowed under I.C. 6-3.5-11, as amended.
- G. Accounting of Municipal Wheel Tax Fund. On or before October 1st of each year, the Clerk Treasurer shall provide the Mayor and the Common Council an estimate of the Wheel Tax revenues to be received by the City during the next calendar year. The City shall include the estimated Wheel Tax revenues in the City's budget estimate for the next calendar year.
- H. Transmittal of Ordinance. The Common Council authorizes the Mayor or the Mayor's designee to provide a copy of this Ordinance and a copy of a letter from the Department of Transportation approving the City of Goshen transportation asset management plan to the Indiana Department of Revenue and to the Indiana Bureau of Motor Vehicles, as required by I.C. § 6-3.5-11-8, as amended.

Section 2. Municipal Vehicle Excise Tax and Municipal Surtax Fund.

- A. Definitions. The definitions set forth in Indiana Code § 6-3.5-10-1, as amended, are incorporated herein by reference and shall apply throughout this Section 2.
- B. Imposition and Rate of Municipal Vehicle Excise Tax. Effective January 1, 2026, a municipal vehicle excise tax ("Surtax") in the amount of Twenty-five Dollars (\$25.00) shall be imposed on each of the following classes of vehicles registered in the City of Goshen pursuant to I.C. 6-3.5-10, as amended:
1. Passenger motor vehicles.
 2. Motorcycles.
 3. Motor driven cycles.
 4. Collector vehicles.
 5. Trailer vehicles with a declared gross weight of 9,000 pounds or less, except for a trailer described in I.C. 6-6-5-0.5(2).
 6. Trucks with a declared gross weight of 11,000 pounds or less.
 7. Mini-trucks.
 8. Military vehicles.

9. Any vehicle that is subject to the vehicle excise tax under I.C. 6-6-5, as amended.
- C. Collection of Surtax. The Surtax is due and shall be collected by the Indiana Bureau of Motor Vehicles each year at the time a vehicle is registered.
- D. City of Goshen Municipal Surtax Fund. The “City of Goshen Municipal Surtax Fund” is hereby created and shall be a non-reverting fund. The Clerk-Treasurer shall deposit the Surtax revenues received in the City of Goshen Municipal Surtax Fund.
- E. Use of Municipal Surtax Fund. The City may only use the Surtax revenues in the City of Goshen Municipal Surtax Fund for the following purposes:
1. to construct, reconstruct, repair, or maintain streets and roads under the jurisdiction of the City of Goshen;
 2. for the City’s contribution to obtain a grant from the local road and bridge matching grant fund under I.C. 8-23-30; or
 3. any other uses allowed under I.C. 6-3.5-10, as amended.
- F. Accounting of Municipal Surtax Tax Fund. On or before October 1st of each year, the Clerk Treasurer shall provide the Mayor and the Common Council an estimate of the Surtax revenues to be received by the City during the next calendar year. The City shall include the estimated Surtax revenues in the City’s budget estimate for the next calendar year.
- G. Transmittal of Ordinance. The Common Council authorizes the Mayor or the Mayor’s designee to provide a copy of this Ordinance and a copy of a letter from the Department of Transportation approving the City of Goshen transportation asset management plan to the Indiana Bureau of Motor Vehicles, as required by I.C. § 6-3.5-10-6, as amended.

Section 3. Other Ordinances.

All ordinances and parts of ordinances inconsistent or in conflict with the terms of this Ordinance are repealed to the extent of the inconsistency or conflict.

Section 4. Severability.

The provisions of this Ordinance are severable, and the invalidity of any phrase, clause, or part of this Ordinance shall not affect the validity or effectiveness of the remainder of the Ordinance.

Section 5. Effective Date.

This Ordinance shall be in full force and effect from and after its passage, approval, and adoption according to the laws of the State of Indiana.

PASSED by the Goshen Common Council on _____, 2025.

Gina M. Leichty, Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2025, at the
hour of ____: ____ __. m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2025.

Gina M. Leichty, Mayor