

CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE MAY 21, 2026 CLAIMS REVIEW & APPROVAL 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 (none absent)

Call To Order: Mayor Leichty called the meeting to order at 4:01 p.m.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer with two additions: #2, *Engineering Department request: Authorize the Mayor to sign the Financial Commitment Letter to be submitted to U.S. DOT for the Safe Streets and Roads for all application and #3, Redevelopment Commission request: Approve the 99-year lease agreement and the HOME Rental Lien and Restrictive Covenant Agreement for the Lacasa affordable housing project at 716 E. Lincoln Avenue, and authorization for the Mayor to execute the necessary documents.* Board member Mary Nichols made a motion to approve the agenda as amended. Board member Orv Myers seconded the motion. The motion passed 5-0.

1) Engineering Department request: Approve the Contract with Niblock Excavating for the Century Drive Reconstruction project in the amount of \$5,477,547.25

City Engineering Project Manager Andrew Lund told the Board that on May 14, 2026, proposals were received for the Century Drive Reconstruction project. The following were the results:

	Niblock Excavating	Phend & Brown
Base Bid	\$5,327,197.25	\$5,397,305.00
Base Bid + Alternate No. 1	\$5,477,547.25	\$5,586,580.00
Base Bid + Alternate No. 2	\$5,721,072.25	\$5,913,105.00

Lund said the Base Bid includes reconstruction of the roadway from College Avenue to Kercher Road. Alternate No. 1 includes a shared-use path on the west side of Century Drive, from College Avenue to Eisenhower Drive. And Alternate No. 2 includes Alternate No. 1, as well as the addition of sidewalk on one side of Century Drive, from Eisenhower Drive to Kercher Road.

Lund said the Redevelopment Commission reviewed the proposals and bid alternates on Friday, May 15, 2026. The Commission accepted the proposal from Niblock Excavating for the Base Bid, plus Alternate No. 1 to recommended to the Board of Works for award. The itemized bid tab was provided to the Board.

Lund said the Engineering Department was requesting that the Board award the contract to Niblock Excavating as the lowest responsive and responsible bidder for the Base Bid, plus Alternate No 1.

Using a map, Lund described the work to be done.

City Attorney Bodie Stegelmann said the Redevelopment Commission approved the funding subject to a review by the Legal Department. Stegelmann said a Legal Department review was completed.

Nichols/Myers made a motion to approve the contract with Niblock Excavating for the Century Drive Reconstruction project in the amount of \$5,477,547.25. The motion passed 5-0.

2) Engineering Department request: Authorize the Mayor to sign the Financial Commitment Letter to be submitted to U.S. DOT for the Safe Streets and Roads for All application

City Civil Engineer Brad Minnick told the Board that the City is preparing to apply for the Fiscal Year 2026 Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant funds through the U.S. Department of Transportation in which the City can be awarded up to \$800,000, with a \$200,000 local match, for a total project cost of \$1,000,000.

Minnick said to be eligible for the SS4A grant, a Financial Commitment Letter must be signed by Mayor Gina Leichty and submitted with the application, stating that Goshen will meet the financial match requested in the amount of \$200,000.

Minnick said the project will advance and refine the Michiana Area Council of Governments (MACOG) regional Comprehensive Safety Action Plan, Move Safe Michiana, through targeted supplemental planning and demonstration activities focused on pedestrian and bicyclist safety.

Minnick said Goshen anchors the Pumpkinvine corridor, a 25-mile regional trail system connecting Elkhart, Goshen, Middlebury, and Shipshewana. However, he said critical gaps remain between downtown Goshen, Restaurant Row, neighborhoods, schools, parks, and the existing Pumpkinvine Nature Trail terminus at Abshire Park, forcing pedestrians and bicyclists onto higher-volume roadways and uncontrolled crossings with limited multimodal accommodations.

Minnick said approval is needed today because the City's application is due early next week. He noted that information provided to the Board included a memorandum, the project budget and details (EXHIBIT #1).

The City's application described the projects components as follows:

Activity 1 - Restaurant Row Permanent Quick-Build Follow-on (\$600,000)

In summer 2026, the City of Goshen will install a fully City-funded temporary quick-build demonstration along Restaurant Row utilizing paint, flexible delineators, cones, portable speed feedback signs, and temporary RRFBs at uncontrolled mid-block crossings. Before-and-after data collection — including vehicle speeds, driver yielding rates, video-based conflict analysis, pedestrian and bicycle volumes, and bilingual community intercept surveys — will be conducted throughout the demonstration period. SS4A funds requested under this activity will convert validated and community-supported demonstration elements into permanent modular safety infrastructure including poured curb extensions, concrete pedestrian refuge islands, permanent RRFB assemblies, ADA-compliant curb ramps, high-visibility thermoplastic crosswalk markings, advance stop bars, and other FHWA Proven Safety Countermeasures. Permanent treatments will be informed directly by demonstration performance data and designed in accordance with MUTCD standards and Safe System principles.

Activity 2 - Citywide Sidewalk Implementation Plan (\$200,000)

The City of Goshen maintains a comprehensive GIS sidewalk inventory documenting sidewalk condition, trip hazards, ADA deficiencies, gaps, and curb ramp conditions throughout the community. This activity will translate that inventory into a prioritized and implementation-ready Sidewalk and ADA Improvement Plan. The study will rank sidewalk segments utilizing a composite scoring methodology incorporating sidewalk condition, pedestrian demand, proximity to schools, parks, transit stops, essential destinations, and equity considerations within Historically Disadvantaged Communities (HDCs).

Deliverables will include a prioritized capital improvement list, planning-level construction cost estimates, phased implementation recommendations, ADA transition priorities, and funding strategies supporting future Community Crossings, CDBG, Safe Routes to School, and SS4A Implementation Grant pursuits.

Activity 3 - Pumpkinvine Trail Connection Plan (\$120,000)

A focused alignment and feasibility study will define the preferred multimodal connection between the Restaurant Row demonstration corridor and the existing Pumpkinvine Nature Trail terminus at Abshire Park. Scope includes route alternatives analysis with at least three alignment options; pedestrian and bicycle level-of-traffic-stress evaluation; ROW and easement assessment; utility and floodplain screening; planning-level cost estimates; and phased implementation recommendations suitable for future implementation funding pursuits. The planning effort will be coordinated with MACOG, Elkhart County, and Friends of the Pumpkinvine Trail and will identify which corridor segments may be advanced through quick-build improvements versus long-term capital reconstruction projects.

Activity 4 - MACOG Coordination, Bilingual Engagement & Project Management (\$80,000)

The City of Goshen will lead bilingual public engagement and project coordination activities in partnership with MACOG, Goshen Community Schools, Maple City Greenway / Pumpkinvine Trail representatives, Goshen Police, Fire and EMS, downtown business organizations, and Hispanic community organizations. Engagement activities will include bilingual pop-up events along Restaurant Row, stakeholder workshops, public open houses, online comment mapping, and corridor intercept surveys. This activity also supports coordination with MACOG to ensure all project deliverables, crash analysis findings, demonstration results, and implementation priorities are incorporated into future Move Safe Michiana updates and implementation efforts. Project management, procurement coordination, federal reporting, and grant administration are also included within this activity.

Mayor Leichty said, "We all pay that federal money. It's nice to bring a little bit of it home – a lot of it, \$800,000, would be great." She requested a presentation to the Board when the plans are completed.

Board member Landis asked about the status of the plans. **Mayor Leichty** said the City's consultant, Abonmarche, is modifying the plans based on feedback from City staff.

The **Mayor** said the City is hoping to double the outdoor seating capacity from five or six restaurants on Lincoln Avenue, between Main Street and Fifth Street. She said the goal is to create an outdoor destination area and a more visible outdoor eating destination that people visiting the Pumpkinvine Trail would be able to be guided to and create more economic activity downtown.

Minnick added funding for the City's portion of the project will be provided by the City Redevelopment Commission and the Engineering Department.

Nichols/Myers made a motion to authorize the Mayor to sign the Financial Commitment Letter to be submitted to U.S. DOT for the Safe Streets and Roads for All application. The motion passed 5-0.

3) Redevelopment Commission request: Approve the 99-year lease agreement and the HOME Rental Lien and Restrictive Covenant Agreement for the Lacasa affordable housing project at 716 E. Lincoln Avenue, and authorization for the Mayor to execute the necessary documents

City Attorney Bodie Stegelmann told the Board that in December 2024, Lacasa presented a proposed affordable housing project for Lot 3 of the Lincoln Avenue Subdivision, located at 716 E. Lincoln Avenue. This property is City-owned and was identified as a potential development site after the City created the Lincoln Avenue Subdivision following prior property acquisition and demolition work associated with future Lincoln Avenue improvements.

Stegelmann said the City Council previously approved a Memorandum of Understanding with Lacasa for this project. That MOU confirmed the City's intent to enter into a 99-year lease for the portion of Lot 3 located outside of the floodplain, contingent upon Lacasa receiving the necessary funding for the project. The MOU allowed Lacasa to move forward with zoning approvals and its application for HOME funding through IHEDA.

Stegelmann said Lacasa has since continued advancing the project, which is now proposed as a six-unit affordable rental housing development. The units will be reserved for income-qualified households, with affordability requirements tied to the HOME funding award. The proposed lease area is approximately 0.432 acres, and the lease provides for annual rent of \$500 for a 99-year term.

In order to finalize the funding and proceed with the project, **Stegelmann** said Lacasa needs the City to approve and execute the formal 99-year lease agreement, as well as the HOME Rental Lien and Restrictive Covenant Agreement required by IHEDA. The restrictive covenant will ensure the project remains subject to HOME affordability requirements for the required affordability period.

Stegelmann answered Board questions about the annual rent and other conditions of the agreement.

Nichols/Myers made a motion to approve the 99-year lease agreement and the HOME Rental Lien and Restrictive Covenant Agreement for the Lacasa affordable housing project at 716 E. Lincoln Avenue and authorize the Mayor to execute the necessary documents. The motion passed 5-0.

NOTE: City Attorney Bodie Stegelmann provided Board members with a memorandum for this agenda item (EXHIBIT #2)

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

Mayor Leichty opened Privilege of the Floor at 4:15 p.m.

Don Riegsecker, a member of the Elkhart County 4H Fair Board, said the City does a good job of keeping fair officials informed about road closures. He noted that there are many upcoming closures and he said he hoped there would be the same amount of cooperation from the City as in the past. He said he could be a contact for information from the City about closures.

Mayor Leichty affirmed the request and thanked Riegsecker for the Fair's work.

City Engineering Project Manager Andrew Lund said he was notified by Norfolk Southern this afternoon that railroad crossing work and closures would be delayed until 9 a.m. on Tuesday, May 26, the day after Memorial Day. He said Greene Road would be closed first followed by Cottage Avenue and Monroe Street.

There were no further comments, so Mayor Leichty closed Privilege of the Floor at 4:18 p.m.

Approval of Civil City and Utility Claims

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

Adjournment

Mayor Leichty then adjourned the meeting at 4:18 p.m.


EXHIBIT #1: Before the meeting, Civil City Engineer Brad Minnick provided Board members with a memorandum, dated May 21, 2026, and a five-page letter addressed to the U.S. Department of Transportation Safe Streets and Roads for All Program for agenda item #2, Engineering Department request: Authorize the Mayor to sign the Financial Commitment Letter to be submitted to U.S. DOT for the Safe Streets and Roads for all application.

EXHIBIT #2: Before the meeting, Civil Attorney Bodie Stegelmann provided Board members with a memorandum, dated May 21, 2026, for agenda item #3, Redevelopment Commission request: Approve the 99-year lease agreement and the HOME Rental Lien and Restrictive Covenant Agreement for the Lacasa affordable housing project at 716 E. Lincoln Avenue, and authorization for the Mayor to execute the necessary documents. Included with this exhibit is the 10-page lease agreement and the 10-page Lien and Restrictive Covenant Agreement.

APPROVED:



Mayor Gina Leichty



Mike Landis, Member

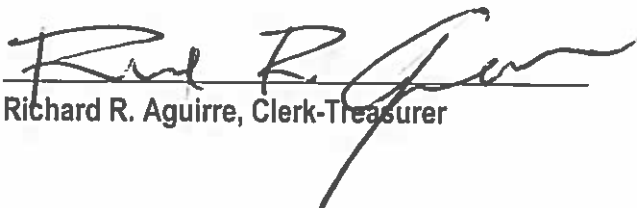


Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:



Richard R. Aguirre, Clerk-Treasurer



Exhibit #1

**ENGINEERING DEPARTMENT
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405
Phone (574) 534-2201 • Fax (574) 533-8626
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **SAFE STREETS AND ROADS FOR ALL GRANT APPLICATION
FINANCIAL COMMITMENT LETTER (JN 2020-0023)**

DATE: May 21, 2026

The City of Goshen is preparing to apply for the FY 26 Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant funds through the US DOT in which we can be awarded up to \$800,000, with a \$200,000 local match, for a total project cost of \$1,000,000. To be eligible for the SS4A grant, a Financial Commitment Letter must be signed by Mayor Gina Leichy and submitted with the application, stating that Goshen will meet the financial match requested in the amount of \$200,000. The project will advance and refine the Michiana Area Council of Governments (MACOG) regional Comprehensive Safety Action Plan, Move Safe Michiana, through targeted supplemental planning and demonstration activities focused on pedestrian and bicyclist safety. Goshen anchors the Pumpkinvine corridor, a 25-mile regional trail system connecting Elkhart, Goshen, Middlebury, and Shipshewana; however, critical gaps remain between downtown Goshen, Restaurant Row, neighborhoods, schools, parks, and the existing Pumpkinvine Nature Trail terminus at Abshire Park, forcing pedestrians and bicyclists onto higher-volume roadways and uncontrolled crossings with limited multimodal accommodations.

Requested Motion: Move to approve the Mayor to sign the Financial Commitment Letter to be submitted to U.S. DOT for the Safe Streets and Roads for All application.

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

Gina Leichy, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member

"F:\Projects\2020\2020-0023 _ Lincoln Avenue Pedestrian Crossing\BOW Memos & Minutes\2026.05.21 Safe Streets 4 All Grant Application BoW Memo.doc"



GINA M. LEICHTY

Mayor of Goshen, Indiana

City Hall • 202 South Fifth Street, Suite 1 • Goshen, IN 46528-3714

mayor@goshencity.com • goshenindiana.org

(574) 533-9322

May 21, 2026

U.S. Department of Transportation
Safe Streets and Roads for All (SS4A) Program

RE: FY26 SS4A Planning and Demonstration Grant Application
City of Goshen Restaurant Row Safety Demonstration & Pumpkinvine Trail Connection Plan

To Whom It May Concern:

On behalf of the City of Goshen Board of Public Works, we are pleased to provide this letter of financial commitment in support of the City of Goshen's FY26 Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant application for the Restaurant Row Safety Demonstration & Pumpkinvine Trail Connection Plan. The Board of Public Works fully supports the City's request for \$800,000 in federal SS4A funding and hereby commits the required local match of \$200,000, representing twenty percent (20%) of the total estimated project cost of \$1,000,000. Local matching funds will be provided through City transportation and capital improvement funding sources and will be made available upon grant award and project authorization.

The proposed project advances implementation of the Michiana Area Council of Governments (MACOG) Move Safe Michiana Comprehensive Safety Action Plan through targeted pedestrian and bicyclist safety improvements, supplemental planning activities, and data-driven quick-build infrastructure implementation. The project addresses documented crash trends involving vulnerable roadway users and will help improve multimodal connectivity between downtown Goshen, Restaurant Row, neighborhoods, schools, parks, and the Pumpkinvine Nature Trail corridor.

The Board of Public Works recognizes the importance of investing in evidence-based transportation safety improvements and supports the City's commitment to reducing roadway fatalities and serious injuries through the Safe System Approach. The City is prepared to initiate procurement and project coordination activities immediately upon notification of award and is committed to successfully delivering the project within the proposed 24-month implementation schedule.

The City will be assisted by Abonmarche Consultants, Inc., a multidisciplinary engineering, planning, and transportation consulting firm with extensive experience supporting federally funded transportation safety initiatives, multimodal corridor planning, public engagement, and implementation-focused safety studies throughout Northern Indiana and Southwest Michigan.

Thank you for your consideration of this important transportation safety initiative benefiting the residents and visitors of the City of Goshen.

Sincerely,

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



Project Budget:

Activity	Federal Share (80%)	Local Share (20%)	Total
Restaurant Row Permanent Quick-Build Follow-On	\$480,000	\$120,000	\$600,000
Citywide Sidewalk Implementation Plan	\$160,000	\$40,000	\$200,000
Pumpkinvine Trail Connection Plan	\$96,000	\$24,000	\$120,000
MACOG Coordination, Bilingual Engagement & Project Management	\$64,000	\$16,000	\$80,000
Total	\$800,000	\$200,000	\$1,000,000

Project Timeline:

Phase	Estimated Duration	Key Activities
Grant Award & Project Initiation	Months 1-2	Grant execution, consultant procurement, kickoff meetings, coordination with MACOG
Data Collection & Public Engagement	Months 1-12	Crash analysis, stakeholder coordination, bilingual engagement, intercept surveys, sidewalk prioritization
Demonstration Evaluation & Corridor Planning	Months 4-12	Restaurant Row quick-build evaluation, Pumpkinvine alignment analysis, ADA and sidewalk assessment
Design & Permanent Safety Improvements	Months 12-20	Final design and installation of permanent quick-build infrastructure and safety countermeasures
Final Deliverables & Implementation Strategy	Months 20-24	Final reporting, implementation recommendations, MACOG coordination, future funding strategy development

City of Goshen Restaurant Row Safety Demonstration & Pumpkinvine Trail Connection Plan Narrative



Overview and Location

The City of Goshen, home to 34,517 residents in northern Elkhart County, requests \$800,000 in FY26 Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant funds, with a \$200,000 local match, for a total project cost of \$1,000,000. The project will advance and refine the Michiana Area Council of Governments (MACOG) regional Comprehensive Safety Action Plan, Move Safe Michiana, through targeted supplemental planning and demonstration activities focused on pedestrian and bicyclist safety. Goshen anchors the Pumpkinvine corridor, a 25-mile regional trail system connecting Elkhart, Goshen, Middlebury, and Shipshewana; however, critical gaps remain between downtown Goshen, Restaurant Row, neighborhoods, schools, parks, and the existing Pumpkinvine Nature Trail terminus at Abshire Park, forcing pedestrians and bicyclists onto higher-volume roadways and uncontrolled crossings with limited multimodal accommodations.

This focused four-activity program will: (1) convert a City-funded Restaurant Row quick-build demonstration into permanent, data-validated safety infrastructure; (2) translate the City's existing GIS sidewalk inventory into a prioritized and implementation-ready sidewalk and ADA improvement strategy; (3) define the preferred Pumpkinvine Trail connection between Restaurant Row and Abshire Park; and (4) deliver coordinated bilingual public engagement, MACOG coordination, and project management supporting future implementation funding pursuits.

Safety Context

Between 2019 and 2023, the City of Goshen experienced 13 roadway fatalities and 307 fatal or incapacitating injury crashes, according to supplemental crash data provided by the Michiana Area Council of Governments (MACOG). Of those severe crashes, 33 involved pedestrians or bicyclists, including four fatal pedestrian crashes, underscoring the disproportionate safety risks faced by vulnerable road users throughout the community. Fatality Analysis Reporting System (FARS) data further indicates 15 persons were killed in fatal crashes within Goshen between 2019–2023, with the highest number of fatalities occurring in 2022. Additional Indiana University Public Policy Institute crash data prepared for the Indiana Criminal Justice Institute indicates Goshen experienced 5,261 total collisions between 2019–2023, excluding 2020 collision data due to reporting interruptions during COVID-19. Crash patterns identified through Move Safe Michiana indicate elevated risks along higher-volume corridors, uncontrolled crossings, and areas where sidewalk, bicycle, and trail networks lack continuous connectivity. Restaurant Row serves as one of Goshen's highest pedestrian activity corridors linking restaurants, retail destinations, and community events, yet pedestrians and bicyclists encounter long crossing distances, inconsistent pedestrian facilities, and conflicts with vehicle traffic.

Move Safe Michiana Alignment

MACOG adopted the Move Safe Michiana Comprehensive Safety Action Plan in 2025 through an FY22 SS4A Action Plan Grant. The plan satisfies all required SS4A Action Plan components and establishes a regional framework for reducing roadway fatalities and serious injuries through evidence-based safety strategies and the Safe System Approach. Goshen's proposed activities directly support implementation of Move Safe Michiana by advancing corridor-level safety analysis, evaluating low-cost and high-impact countermeasures, and identifying future implementable projects focused on vulnerable roadway users. All project deliverables will be

City of Goshen Restaurant Row Safety Demonstration & Pumpkinvine Trail Connection Plan Narrative



coordinated with MACOG and incorporated into future Move Safe Michiana implementation efforts and updates.

Supplemental Planning & Demonstration Activities

In order to inform the Safety Action Plan, the following supplemental planning activities will be conducted to gain a deeper understanding of the issues involved.

Activity 1 - Restaurant Row Permanent Quick-Build Follow-on (\$600,000)

In summer 2026, the City of Goshen will install a fully City-funded temporary quick-build demonstration along Restaurant Row utilizing paint, flexible delineators, cones, portable speed feedback signs, and temporary RRFBs at uncontrolled mid-block crossings. Before-and-after data collection — including vehicle speeds, driver yielding rates, video-based conflict analysis, pedestrian and bicycle volumes, and bilingual community intercept surveys — will be conducted throughout the demonstration period. SS4A funds requested under this activity will convert validated and community-supported demonstration elements into permanent modular safety infrastructure including poured curb extensions, concrete pedestrian refuge islands, permanent RRFB assemblies, ADA-compliant curb ramps, high-visibility thermoplastic crosswalk markings, advance stop bars, and other FHWA Proven Safety Countermeasures. Permanent treatments will be informed directly by demonstration performance data and designed in accordance with MUTCD standards and Safe System principles.

Activity 2 - Citywide Sidewalk Implementation Plan (\$200,000)

The City of Goshen maintains a comprehensive GIS sidewalk inventory documenting sidewalk condition, trip hazards, ADA deficiencies, gaps, and curb ramp conditions throughout the community. This activity will translate that inventory into a prioritized and implementation-ready Sidewalk and ADA Improvement Plan. The study will rank sidewalk segments utilizing a composite scoring methodology incorporating sidewalk condition, pedestrian demand, proximity to schools, parks, transit stops, essential destinations, and equity considerations within Historically Disadvantaged Communities (HDCs). Deliverables will include a prioritized capital improvement list, planning-level construction cost estimates, phased implementation recommendations, ADA transition priorities, and funding strategies supporting future Community Crossings, CDBG, Safe Routes to School, and SS4A Implementation Grant pursuits.

Activity 3 - Pumpkinvine Trail Connection Plan (\$120,000)

A focused alignment and feasibility study will define the preferred multimodal connection between the Restaurant Row demonstration corridor and the existing Pumpkinvine Nature Trail terminus at Abshire Park. Scope includes route alternatives analysis with at least three alignment options; pedestrian and bicycle level-of-traffic-stress evaluation; ROW and easement assessment; utility and floodplain screening; planning-level cost estimates; and phased implementation recommendations suitable for future implementation funding pursuits. The planning effort will be coordinated with MACOG, Elkhart County, and Friends of the Pumpkinvine Trail and will identify which corridor segments may be advanced through quick-build improvements versus long-term capital reconstruction projects.

**City of Goshen Restaurant Row Safety Demonstration
& Pumpkinvine Trail Connection Plan Narrative**



Activity 4 - MACOG Coordination, Bilingual Engagement & Project Management (\$80,000)

The City of Goshen will lead bilingual public engagement and project coordination activities in partnership with MACOG, Goshen Community Schools, Maple City Greenway / Pumpkinvine Trail representatives, Goshen Police, Fire and EMS, downtown business organizations, and Hispanic community organizations. Engagement activities will include bilingual pop-up events along Restaurant Row, stakeholder workshops, public open houses, online comment mapping, and corridor intercept surveys. This activity also supports coordination with MACOG to ensure all project deliverables, crash analysis findings, demonstration results, and implementation priorities are incorporated into future Move Safe Michiana updates and implementation efforts. Project management, procurement coordination, federal reporting, and grant administration are also included within this activity.

Budget, Schedule, & Project Readiness

The project is anticipated to occur over a 24-month period following grant award. The City will initiate procurement immediately upon notification of award and execute a Notice to Proceed within the timelines required by the SS4A grant agreement. The Restaurant Row temporary demonstration will occur during summer 2026 utilizing separate City funding, with before-and-after data analysis completed prior to installation of SS4A-funded permanent quick-build infrastructure. Project kickoff, data collection, stakeholder engagement, and supplemental planning activities will occur during Months 1–12, followed by permanent quick-build installation, evaluation, final recommendations, and MACOG coordination activities during Months 12–24. Because the project primarily consists of planning and modular safety improvements within existing public right-of-way, significant environmental impacts are not anticipated. The City will coordinate with MACOG and applicable agencies regarding permitting, NEPA considerations, traffic control approvals, and domestic preference requirements.

Activity	Federal (80%)	Local (20%)	Total
Restaurant Row Permanent Quick-Build Follow-On	\$480,000	\$120,000	\$600,000
Citywide Sidewalk Implementation Plan	\$160,000	\$40,000	\$200,000
Pumpkin Vine Trail Connection Plan	\$96,000	\$24,000	\$120,000
Engagement, MACOG Coordination, & Project Management	\$64,000	\$16,000	\$80,000
Total	\$800,000	\$200,000	\$1,000,000

Exhibit #2



Department of Community Development
CITY OF GOSHEN
204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185
communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

TO: Board of Public Works & Safety

FROM: Becky Hutsell, Redevelopment Director

RE: **Approval of Lease and HOME Restrictive Covenant Documents for Lacasa Project at 716 E. Lincoln Avenue**

DATE: May 21, 2026

In December 2024, Lacasa presented a proposed affordable housing project for Lot 3 of the Lincoln Avenue Subdivision, located at 716 E. Lincoln Avenue. This property is city-owned and was identified as a potential development site after the City created the Lincoln Avenue Subdivision following prior property acquisition and demolition work associated with future Lincoln Avenue improvements.

City Council previously approved a Memorandum of Understanding with Lacasa for this project. That MOU confirmed the City's intent to enter into a 99-year lease for the portion of Lot 3 located outside of the floodplain, contingent upon Lacasa receiving the necessary funding for the project. The MOU allowed Lacasa to move forward with zoning approvals and its application for HOME funding through IHCD.

Lacasa has since continued advancing the project, which is now proposed as a six-unit affordable rental housing development. The units will be reserved for income-qualified households, with affordability requirements tied to the HOME funding award. The proposed lease area is approximately 0.432 acres, and the lease provides for annual rent of \$500 for a 99-year term.

In order to finalize the funding and proceed with the project, Lacasa needs the City to approve and execute the formal 99-year lease agreement, as well as the HOME Rental Lien and Restrictive Covenant Agreement required by IHCD. The restrictive covenant will ensure the project remains subject to HOME affordability requirements for the required affordability period.

Requested Motion: Motion to approve the 99-year lease agreement and the HOME Rental Lien and Restrictive Covenant Agreement for the Lacasa affordable housing project at 716 E. Lincoln Avenue, and authorization for the Mayor to execute the necessary documents.

LEASE AGREEMENT

THIS AGREEMENT, executed and made effective this _____, 2026, by and between Lacasa of Goshen, Inc., an Indiana Nonprofit Corporation (“Lacasa”) and The City of Goshen (“The City of Goshen”).

Witnesseth:

Whereas, The City of Goshen is the owner of real property located in Elkhart County, Indiana that it desires to lease to Lacasa;

Whereas, Lacasa desires to lease The City of Goshen’s real property from The City of Goshen;

Whereas, The City of Goshen deems it in furtherance of its mission to enter into a 99-year lease with Lacasa on the terms and conditions set forth herein; and

Whereas, Lacasa deems it in furtherance of its mission to enter into a 99-year lease with The City of Goshen on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Leased Premises.**

In consideration of the rents to be paid and the covenants to be kept by Lacasa, The City of Goshen leases to Lacasa certain real estate located in Elkhart County, Indiana, consisting of approximately 1.28 acres, commonly known as 716 E. Lincoln Ave., Goshen, IN 46528, and more particularly described as follows:

LEGAL DESCRIPTION

A PART OF LOT 3 IN LINCOLN AVENUE SUBDIVISION AS RECORDED IN PLAT BOOK 44, PAGE 5 (INSTRUMENT #2024-14273) IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY INDIANA, ALSO BEING A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER, SECTION 10, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 01°24’30” EAST ALONG THE EAST LINE OF SAID LOT 3, 32.00 FEET; THENCE SOUTH 41°05’56” WEST, 63.14 FEET; THENCE SOUTH 33°04’39” WEST, 43.31 FEET; THENCE SOUTH 69°56’02” WEST, 101.30 FEET; THENCE NORTH 42°52’19” WEST, 25.47 FEET; THENCE NORTH 81°31’00” WEST, 20.86 FEET; THENCE NORTH 60°04’58” WEST, 57.43 FEET; THENCE NORTH 16°56’18” WEST, 22.00 FEET TO A POINT ON THE NORTH LINE OF LOT 3 AND A POINT OF A CURVE, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY 77.27 FEET ALONG THE NORTH LINE OF SAID LOT 3 AND SAID CURVE HAVING A RADIUS OF 1955.00 FEET AND SUBTENDED BY A LONG CHORD

BEARING OF NORTH 71°51'38" EAST, 77.26 FEET; THENCE NORTH 72°59'34" EAST CONTINUING ALONG THE NORTH LINE OF SAID LOT 3, 188.49 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 0.432 ACRES, MORE OR LESS, AND SUBJECT TO ANY AND ALL FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.

Any references to "Leased Premises" in this Agreement is understood as referencing the real estate described above.

2. Term of Lease.

The term of this lease shall be for a period of ninety-nine (99) years, commencing on the earlier of (i) the date of this Agreement or (ii) the date of possession by Lacasa (the "Commencement Date") and ending on the ninety-ninth (99th) anniversary of the Commencement Date (the "Term").

3. Rental.

3.1. Lacasa shall pay to The City of Goshen annual rent for the Leased Premises in the amount of \$500 per year, with the first installment due and payable 30 days after Lacasa receives Release of Funds for the project. The second and subsequent installments of rent shall be paid within 30 days of the annual anniversary date of the first rent payment paid.

3.2. All rental payments shall be made to The City of Goshen at 202 South 5th Street, Goshen, Indiana 46528, or such other address as The City of Goshen may hereafter specify in writing to Lacasa.

4. Use of Leased Premises/Development.

4.1. The Leased Premises shall be used for the construction of no more than six (6) residential units that will be conveyed by Lacasa to third parties pursuant to subleases, along with necessary supporting infrastructure, or for any other similar lawful nonhazardous use that is not detrimental to the premises. In no event shall the Leased Premises be used for any unlawful or hazardous purpose or any other purpose that would invalidate any insurance or be deemed a detriment to the concept of the residential development, 716 Lincoln Ave Apartments, as contemplated by Exhibit A.

4.2. All buildings constructed by Lacasa on the Leased Premises shall be a maximum of two (2) stories in height.

4.3. All residential units constructed on the Leased Premises shall be reserved for affordable housing, with tenant incomes at or below 80% of the Area Median Income as published by HUD and/or IDCDA, or their successors or similar departments or authorities.

4.4. The use, occupancy, and operations of and at the Leased Premises by Lacasa will be without cost or expense to The City of Goshen. It shall be the sole responsibility

of Lacasa to maintain, repair, reconstruct, develop, and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at Lacasa's sole expense. Lacasa shall at all times maintain the Leased Premises and all improvements thereon in a manner that is clean, free of debris, safe, sanitary, and in good repair. Lacasa shall perform all work in accordance with applicable laws and regulations and in a good and workmanlike manner. Lacasa shall promptly remedy any condition that fails to meet this standard.

4.5. Upon paying the rental hereunder and performing the covenants of this Lease Agreement, Lacasa shall have the right of ingress to and egress from the Leased Premises for Lacasa, its officers, employees, agents, servants, customers, vendors, suppliers, patrons, and invitees over, across, and through Lincoln Avenue which is currently serving The City of Goshen's property. Lacasa's right of ingress and egress shall not interfere with the rights and privileges of other persons or firms using Lincoln Avenue.

5. Utilities and Connection.

Lacasa shall be permitted to connect the improvements made on the Leased Premises to the existing water and sewer services presently serving The City of Goshen's property, as well as any future water and sewer services that serve The City of Goshen's property.

6. Funding Approval.

The City of Goshen's agrees to take all reasonable steps and complete all reasonable work with any existing and future lien holder(s) for the Leased Premises to permit Lacasa to execute a Lien and Restrictive Covenant with the Indiana Housing and Community Development Authority (IHCDA) to secure HOME funding to be used for the construction and development contemplated herein. This may be accomplished through the execution of a subordination agreement, estoppel agreement, acknowledgement and consent agreement or other mechanisms available to assure full rights of Lacasa to secure funding for the planned development and improvements on the Leased Premises.

7. Liability, Insurance, and Indemnification.

7.1. Lacasa shall indemnify and hold harmless The City of Goshen, its employees and agents, against any and all claims, judgments, liabilities, expenses, losses, damages, personal injuries (including death), property damage or destruction, sustained by any person arising from the use and occupancy of the Leased Premises, or any buildings or improvements erected thereon, or from the control or management of the operations of Lacasa on the Leased Premises or the roads, driveways, or other places used by Lacasa on The City of Goshen's property.

7.2. Lacasa shall, at its expense, procure and keep in force at all times during the Term public liability insurance, insuring Lacasa and The City of Goshen for bodily injury and property damage, and such other insurance necessary to protect The City

of Goshen from such claims and actions. Without limiting its liability, Lacasa agrees to carry and keep in force insurance with single limit liability for bodily injury or death and property damage in a sum not less than One Million Dollars (\$1,000,000), with said policy designating The City of Goshen as an additional insured. The minimum amount of public liability insurance shall be adjusted annually according to the percentage change in the Consumer Price Index (CPI) so that the One Million Dollar (\$1,000,000) coverage shall not be diminished by inflation.

7.3. Lacasa shall, at its expense, procure and keep in force at all times during the Term insurance on the improvements on the Leased Premises against loss and damage by fire and other loss. Such policy shall be in amount of not less than eighty percent (80%) of the replacement cost of the improvements.

7.4. If the fixed improvements placed upon the Leased Premises shall be totally destroyed or extensively damaged, Lacasa shall have the option to rebuild the fixed improvements. If Lacasa elects not to restore the same to their previous condition, the proceeds of insurance payable by reason of such loss shall be apportioned between Lacasa and The City of Goshen, with The City of Goshen receiving the same proportion of such proceeds as the then expired portion of the Term bears to the full Term, and Lacasa receiving the remaining proceeds. Lacasa is entitled to receive and apply the entire proceeds of any insurance covering such loss to said restoration, in which event this Lease shall continue in full force and effect.

8. Termination and Default.

8.1. This lease shall terminate at the end of the Term, and Lacasa shall have no further right or interest in any of the Leased Premises or improvements located thereon.

8.2. Lacasa may terminate this Agreement and terminate its obligations hereunder at any time that Lacasa is not in default in the payment of rentals to The City of Goshen hereunder by giving The City of Goshen one hundred twenty (120) days advance written notice, to be served as hereinafter provided, and by surrender of the Leased Premises, upon or after the happening of any one of the following events:

8.2.1. The issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Leased Premises, and remaining in force for a period of at least ninety (90) days; provided, however, that such injunction is not due to Lacasa's use and operation of the Leased Premises;

8.2.2. The default by The City of Goshen in the performance of any covenant or agreement herein required to be performed by The City of Goshen, and failure of The City of Goshen to undertake and remedy such default for a period of ninety (90) days after receipt from Lacasa of written notice to remedy the same; provided, however, that no notice of termination, as above described,

shall be of any force or effect if The City of Goshen shall have remedied the default prior to receipt of Lacasa's notice of termination; or

8.2.3. The assumption by the United States Government or any authorized agency thereof, in a manner as to substantially restrict Lacasa for a period of at least ninety (90) days from full use of its Leased Premises, and in that event, a just and proportionate part of the rent hereunder shall be abated.

8.3. The City of Goshen, in addition to any other rights to which it may be entitled by law, may declare this Agreement terminated in its entirety upon the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Leased Premises:

8.3.1. If Lacasa fails to construct a residential facility similar in nature to that described in Paragraph 4.1 within a reasonable period of time;

8.3.2. If Lacasa shall default in any of its obligations under this Lease Agreement and shall continue to be in default for more than sixty (60) days after written notice thereof is given by The City of Goshen to Lacasa (it being understood that no notice shall be required in the event of Lacasa's failure to pay rental);

8.3.3. The filing by Lacasa of a voluntary petition in bankruptcy or the making of a general assignment for benefit of creditors;

8.3.4. The adjudication of Lacasa as bankrupt pursuant to an involuntary bankruptcy proceeding;

8.3.5. The taking of jurisdiction by a court of competent jurisdiction of Lacasa or its assets pursuant to proceedings brought under the provisions of any Federal reorganization act;

8.3.6. The appointment of a receiver or a trustee of Lacasa's assets by a court of competent jurisdiction or a voluntary agreement with Lacasa's creditors;

8.3.7. The abandonment of the Leased Premises by Lacasa; or

8.3.8. The failure to commence to replace any improvements that have been destroyed by fire, explosion, wind, etc., within one (1) year from the date of such destruction and to diligently pursue completion of the replacement.

8.4. In the event The City of Goshen exercises its option to cancel this Agreement upon the happenings of any or all of the events set forth in this Section, a notice of cancellation shall be sufficient to cancel this Agreement; and, upon such cancellation, Lacasa hereby agrees that it will forthwith surrender the Leased Premises to The City of Goshen.

8.5. It is further acknowledged that if Lacasa fails to vacate the Leased Premises on termination by reason of Lacasa's default, The City of Goshen shall be entitled to

recover its necessary costs, including reasonable attorney's fees, in instituting any proceedings for possession of the Leased Premises and termination of Lacasa's interest in this Lease Agreement.

9. Subleasing and Assignment.

Lacasa shall not sublease the Leased Premises nor assign its rights hereunder without the prior written consent of The City of Goshen, said consent not to be unreasonably withheld. It is understood and agreed to by the parties the Lacasa' leasing of individual residential units to tenants is excepted from this provision and does not require the prior consent of The City of Goshen.

10. Taxes and Special Assessments.

The parties to this agreement acknowledge that neither party can predict what taxes or assessments, general and special, or other impositions, ordinary and extraordinary, of any kind and nature, may be levied or assessed on the Leased Premises, or any buildings or improvements located thereon during the term of this Lease. Therefore, the parties agree to negotiate the allocation of any such taxes or assessments between the parties in the event that such are levied or assessed on the Leased Premises.

11. Condemnation.

If the entire Leased Premises are taken by appropriation to public use, under the right of eminent domain, or other procedure, during the Term, this Lease shall terminate. In such event, said award received shall be apportioned between Lacasa and The City of Goshen, with The City of Goshen receiving the same proportion of such proceeds as the then expired portion of the Term bears to the full Term, and Lacasa receiving the remaining proceeds.

12. Right of First Refusal.

12.1. If during the Term, The City of Goshen receives, by solicitation or otherwise, a bona fide written offer that The City of Goshen is willing to accept from any other person or entity to purchase all of the Lease Premises, prior to accepting said offer, The City of Goshen shall give Lacasa an opportunity to meet the offer in every respect (including price and all other terms or conditions of the proposed sale except date of closing), by giving Lacasa written notice containing each of the following:

12.1.1. The name and address of the other person or entity making the bona fide offer;

12.1.2. The price and other substantive terms and conditions of the offer; and

12.1.3. Copies of any written materials received from the prospective purchaser.

12.2. Lacasa shall have thirty (30) days from the date when The City of Goshen given Lacasa notice of said bona fide offer to meet the terms of the offer (the "offer period"). If Lacasa decides to exercise the option, then Lacasa shall give The City of Goshen

written notice of its unqualified intention to do so within the offer period. Such acquisition shall be consummated within sixty (60) days after expiration of the offer period and the parties to such transaction agree to cooperate in the selection of a reasonable time and place for such closing.

13. Notice.

13.1. Whenever any notice is required by this Lease Agreement to be given to the parties, such notice shall be in writing and shall be given to such party at such party's address set forth below or such other address as such party may hereafter specify by notice in writing to the other party. Any such notice or other communication shall be addressed as aforesaid and given by:

13.1.1. Certified mail, return receipt requested, with first class postage prepaid;

13.1.2. Hand delivery; or

13.1.3. Reputable overnight courier.

13.2. Any notice or other communication will be deemed to have been given:

13.2.1. On the fifth day after mailing, provided receipt of deliver is confirmed, if mailed by certified mail, return receipt requested, with first class postage prepaid;

13.2.2. On the date of service if served personally; or

13.2.3. On the business day after delivery to an overnight courier service, provided receipt of deliver has been confirmed.

13.3. The notices to the parties shall be addresses as follows:

The City of Goshen
205 S. 5th Street
Goshen, IN 46528

Lacasa of Goshen, Inc.
202 N. Cottage Avenue
Goshen, IN 46528

14. Miscellaneous Provisions.

14.1. The waiver by either party of a breach of any provision of this Lease Agreement shall not operate or be construed as a waiver of any subsequent breach. All remedies of The City of Goshen and Lacasa under this Lease Agreement are cumulative, not exclusive.

14.2. No change or modification of any terms or conditions of this Lease Agreement shall be valid unless it is in writing and signed by both The City of Goshen and Lacasa.

14.3. The laws of the State of Indiana govern this Lease Agreement, and any action to enforce the terms and conditions of this Lease Agreement shall be heard in a court of competent jurisdiction in Elkhart County, Indiana.

14.4. The invalidity of any portion of this Lease Agreement shall not affect the validity of the remaining portions thereof.

14.5. In any action brought to enforce this Lease Agreement, the prevailing party shall be entitled to recover interest and costs, including reasonable attorney's fees.

14.6. The paragraph headings contained in this Lease Agreement are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease Agreement.

14.7. This Lease Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between The City of Goshen and Lacasa, with respect to the subject matter hereof. No statements, promises, or inducements made by any party to this Lease Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Lease Agreement may not be enlarged, modified, or altered except in writing signed by the parties.

14.8. All of the terms, covenants, and agreements contained in this Lease Agreement shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties.

14.9. This Lease Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Lease Agreement and shall be landing upon all Parties executing the same, and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have entered into this Lease Agreement on the date first written above.

The City of Goshen

By: _____

Printed: _____

Title: _____

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared _____, as _____ for The City of Goshen, this _____, 2026, and acknowledged that in said capacity he/she executed the foregoing instrument for and on behalf and in the name of The City of Goshen for the uses and purposes therein mentioned, and that he/she was authorized to do so.

WITNESS my hand and notarial seal.

Notary Public

Lacasa of Goshen Inc.

By: _____
Jeremy Stutsman, President/CEO

Date: _____

By: _____
Brad Hunsberger, Sr. V.P. of Real Estate Development

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Jeremy Stutsman, as President/CEO and Brad Hunsberger, as Sr. V.P. of Real Estate Development for Lacasa of Goshen, Inc., this _____, 2026, and acknowledged that in said capacity he/she executed the foregoing instrument for and on behalf and in the name of Lacasa of Goshen, Inc. for the uses and purposes therein mentioned, and that he/she was authorized to do so.

WITNESS my hand and notarial seal.

Notary Public

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20
204 E. Jefferson Street, Goshen, Indiana 46528.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Bodie J. Stegelmann).

LIEN AND RESTRICTIVE COVENANT AGREEMENT
HOME Rental Project Award # CH-024-005

This Lien and Restrictive Covenant Agreement ("Agreement") is made by and between **Lacasa of Goshen, Inc.** ("Lessee"), the lessee of certain real estate located at **716 E. Lincoln Ave, Goshen, in Elkhart County, State of Indiana**, more particularly described on "**Exhibit A**" attached hereto and incorporated herein by reference ("Real Estate"), pursuant to a Ground Lease by and between The City of Goshen ("Owner"), and Lacasa of Goshen Inc. ("Lessee"), as evidenced by Lease Agreement dated _____ and recorded _____ as Instrument No. _____ ("Ground Lease"), and the Indiana Housing and Community Development Authority ("IHCDA" or the "Authority"), a public body corporate and politic of the State of Indiana. IHCDA has the exclusive right to enforce the terms of and protect the interests created by this instrument.

I. PURPOSE

- A. IHCDA administers the state's HOME Investment Partnerships Program ("HOME Program") with funds from the U. S. Department of Housing and Urban Development ("HUD") and pursuant to the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. § 12701 *et seq.*, regulations found at 24 CFR Part 92, and rules, regulations, guidance and notices relating to the HOME Program, as issued by HUD and/or IHCDA from time to time.
- B. Lessee applied for and received an award of funds from IHCDA to be used for acquisition, construction, rehabilitation or other assistance for the rental housing units of Lessee to benefit households whose incomes are below the HOME Program income limits ("Beneficiaries").
- C. Lessee received assistance in the form of HOME Program funds in the amount of **One Hundred Ninety-Four Thousand Two Hundred Dollars (\$194,200)** per rental housing unit for a total amount of **One Million One Hundred Sixty-Five Thousand Two Hundred Dollars and (\$1,165,200.00)** from and/or through IHCDA to use as indicated in paragraph A for the rental housing located on the Real Estate ("Project"), which assistance is subject to the requirements of the HOME Program.
- D. Lessee represented to the Authority and the Authority has relied on those representations, that the Project shall be used in compliance with all leasing and affordability requirements of the HOME Program and that not less than one hundred percent (100%) of the HOME assisted units in the Project shall be leased to and/or occupied by individuals or families who qualify as income eligible Beneficiaries under this HOME Program at the applicable HOME Rent (as published annually by IHCDA) including adjustments for family size ("Qualifying Tenants").

- E. The HOME Program requires that certain use restrictions be imposed upon any real estate benefited by HOME funds awarded by IHCDA to ensure that the benefits of such funds remain with the intended Beneficiaries under the HOME Program, which Beneficiaries, together with the Authority, are entitled to enforce this Agreement.
- F. Specifically, IHCDA and HUD require restrictive covenants be placed on the Real Estate to remain in effect for the relevant period as required by 24 CFR 92.252(e) ("Affordability Period"), which period is indicated below by an "X":

Insert "X"	Subsidy Per Rental Unit	Term of Restrictive Covenants
<input type="checkbox"/>	Under \$15,000.00	5 years
<input type="checkbox"/>	\$15,000.00 to \$40,000.00	10 years
<input type="checkbox"/>	Over \$40,000.00	15 years
<input checked="" type="checkbox"/>	New Construction	20 years

- G. The Affordability Period begins on the date the activity is completed in IDIS. To be completed in IDIS, the Project must be completed, completion and close out documents must be submitted to and approved by IHCDA, the final monitoring must be completed, any findings or concerns must be resolved, and all of the funds must be drawn and/or de-obligated.

II. COVENANTS AND OBLIGATIONS

IHCDA, Lessee, and Owner hereby impose the following restrictive covenants upon the Real Estate, which shall be enforceable by the Beneficiaries and IHCDA, and Lessee hereby warrants, grants and conveys to IHCDA a lien upon the Project and their leasehold interest in the Real Estate for the period specified above (the "Lien"). In consideration of these mutual undertakings and covenants, the parties further agree as follows:

- A. As a condition precedent to the availability of HOME funds for the Project, Lessee shall record this Agreement and its attachments in the Office of the Recorder of **Elkhart** County, Indiana, the county in which the Real Estate is located, to create a restrictive covenant running with the land upon which the Project is situated. Lessee shall ensure that all requirements under Indiana law, that must be satisfied so that the provisions of this Agreement constitute valid and binding deed restrictions and covenants running with the Real Estate, will be satisfied in full. Throughout the term of this Agreement, its covenants and restrictions shall survive and be effective regardless of whether any contract, deed or other instrument subsequently executed conveying all or part of the Real Estate provides that such conveyance is subject to this Agreement. Lessee agrees to obtain the consent of any prior-recorded lien holder on the Real Estate to this Agreement, which consent shall be attached hereto and made a part hereof.
- B. Lessee shall comply with the following requirements of the HOME Program throughout the Affordability Period: (1) ensuring that the Property meets the Property Standards set forth in 24 CFR 92.251; (2) ensuring that the tenants meet the Affordability Requirements set forth in 24 CFR 92.252 by documenting and verifying the income of tenants as set forth in IHCDA's Federal Programs Ongoing Rental Compliance Manual, as amended from time to time by IHCDA; (3) submitting annual tenant events and annual lessee certifications to IHCDA through its online reporting system as set forth in IHCDA's Federal Programs Ongoing Rental Compliance Manual; (4) participating in periodic monitoring and inspections of the Property by IHCDA and/or the U. S. Department of Housing and Urban Development ("HUD"); (5) complying with the federal income and rent limits issued by HUD and published annually on IHCDA's website; (6) providing IHCDA with information regarding unit substitution and filling vacancies, if the Project has floating units; and (7) ensuring that each tenant enters into a lease that contains all HUD required lease language as set forth in IHCDA's Federal Programs Ongoing Rental Compliance Manual.
- C. Throughout the Affordability Period the HOME assisted rental units located on the Real Estate shall: (1) be leased to a Qualifying Tenant; (2) be occupied by a Qualifying Tenant as its primary residence; and (3)

the rent must not exceed the Federal Program Rent and Income Limits as published annually by IHCD on its website, or otherwise published. ("Affordable Rents"). Subsections 1, 2, and 3 of this paragraph shall be collectively defined as "the Affordability Requirements".

- D. Lessee shall lease not less than 0 units in the Project to individuals or families whose income is 30% or less of AMI; not less than 2 units in the Project to individuals or families whose income is 40% or less of AMI; not less than 0 units in the Project to individuals or families whose income is 50% or less of AMI; and not less than 4 units in the Project to individuals or families whose income is 60% or less of AMI (collectively "Qualifying Tenants").
- E. Lessee shall not refuse to lease to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder.
- F. Lessee shall lease not less than 0 units in the Project at a rent that is at or below the 30% AMI rent level; not less than 2 units in the Project at a rent that is at or below the 40% AMI rent; not less than 0 units in the Project at a rent that is at or below the 50% AMI rent; and not less than 4 units in the Project at a rent that is at or below the 60% AMI rent.

III. TERM, TERMINATION, MISCELLANEOUS

- A. Upon the occurrence of any of the following events during the Affordability Period, the entire sum secured by the Lien, without interest, shall be due and payable by Lessee upon demand. Repayment may be demanded upon:
 - i. Transfer or conveyance of their leasehold interest in the Real Estate by deed, land contract, lease, or otherwise, within the applicable Affordability Period;
 - ii. Commencement of foreclosure proceedings by any mortgagee (or deed in lieu of foreclosure), within the applicable Affordability Period; or
 - iii. Units not being used as a residence by a Qualifying Tenant or not leased according to the Affordability Requirements.

PROVIDED, HOWEVER, the amount specified above shall not be due and payable if the Project is transferred to a new lessee, who will use it as rental housing for Qualifying Tenants, or for such other use as specifically approved in writing by IHCD. If such a transfer occurs, then the transferee lessee must agree to take the leasehold interest in the Real Estate and must remain and continue to be subject to the terms and provisions of this Agreement for the Affordability Period approved by IHCD.

- B. Throughout the Affordability Period, Lessee agrees to cooperate with IHCD and provide information, records, access to the premises, or such assistance reasonably requested by IHCD or HUD.
- C. The Lien may be foreclosed in accordance with the laws of the State of Indiana and the restrictive covenants shall terminate on the date the Project and the leasehold interest in the Real Estate is acquired by foreclosure or deed in lieu of foreclosure, provided IHCD has received prior written notice of such foreclosure.
- D. If any of the repayment events specified above have occurred within the Affordability Period, IHCD may discharge this Agreement and the Lien provided herein upon completion of the repayment.
- E. Lessee hereby acknowledges that the financial assistance received through the HOME Program represents good and valuable consideration for this Agreement and Lien and that use of the Real Estate is subject to the statutes, regulations, terms, conditions, and requirements of the HOME Program as administered by IHCD.

- F. Lessee shall indemnify, save and hold harmless the Authority, its directors, officers, employees and agents from any and all claims, losses, damages or expenses (including reasonable attorneys' fees) arising out of or in any way related to failure or alleged failure of the Lessee to strictly and timely perform its obligations under this Agreement, or as a result of allocation of the HOME funds to the Project, or the recapture of any portion of the HOME funds by any appropriate governmental agency.
- G. Notwithstanding anything to the contrary in this Agreement, Lessee agrees that the Lien is subject and subordinate to any Senior Debt, as defined below, in priority. As used in this Agreement, "Senior Debt" means any indebtedness of Lessee to any lender that provides financing to Lessee exclusively for the purchase, construction, rehabilitation, or refinancing of the leasehold interest in the Real Estate. This Agreement will not be subordinate to any debt incurred by Lessee after the effective date of this Agreement, unless the new lender consents to the terms of this Agreement.
- H. If the leasehold interest in the Real Estate is transferred to the Senior Debt holder in lieu of foreclosure, or the mortgage securing the Senior Debt is foreclosed, the Lien shall be terminated and released without further action, notwithstanding the foregoing, the debt will not be extinguished. The foregoing shall not apply to the Project if the Authority determines that such acquisition is part of an arrangement with the Lessee, or its successors or assigns, a purpose of which is to terminate the Affordability Period.
- I. This Agreement shall be binding upon the Project and the Real Estate and shall constitute covenants running with the land. Lessee agrees that any and all requirements of the laws of the State of Indiana which must be satisfied so that the provisions of this Agreement constitute valid and binding deed restrictions and covenants running with the Project and their leasehold interest in the Real Estate shall be satisfied in full. Except as otherwise provided herein, the covenants and restrictions contained herein shall survive and be effective throughout the Affordability Period, regardless of whether any contract, deed or other instrument hereafter executed conveying the Project or their leasehold interest in the Real Estate or a portion thereof provides that such conveyance is subject to this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.
- J. In the event there is a breach or violation of the restrictions and covenants set forth herein during the Affordability Period, IHEDA may bring an action at law or in equity in a court of competent jurisdiction to enforce the Lien and restrictions and covenants set forth herein against any or all of the following: Lessee or any subsequent lessee in possession at the time of the breach or violation. In addition, IHEDA may recover reasonable attorney's fees and court costs incurred enforcing the Lien.
- K. This Agreement may be amended only with the prior written approval of the Authority and no amendment shall be effective without such prior written approval. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof. All notices to be given pursuant to this Agreement shall be in writing and mailed by certified mail to the parties hereto at the addresses set forth below or to such other place as a party may from time to time designate in writing.

IN WITNESS WHEREOF, Lessee, Owner and the Authority have caused this Agreement to be signed by duly authorized representatives, on the day and year first written above.

LESSEE: Lacasa of Goshen, Inc.

By: _____
Printed: _____
Address: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said county and State, personally appeared _____ the _____ of _____, who acknowledged that the foregoing Lien and Restrictive Covenant Agreement was executed in such capacity as its voluntary act and deed and that the foregoing representations are true and correct.

WITNESS my hand and seal this ____ day of _____, 20_____.

My Commission Expires: _____
Notary Public _____

My County of Residence: _____
Printed Name _____

OWNER:

City of Goshen

By: _____
Printed: _____
Address: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said county and State, personally appeared _____
the _____ of City of Goshen, Indiana who acknowledged that the foregoing Lien and Restrictive
Covenant Agreement was executed in such capacity as its voluntary act and deed and that the foregoing
representations are true and correct.

WITNESS my hand and seal this ____ day of _____, 20_____.

My Commission Expires: _____
Notary Public

My County of Residence: _____
Printed Name

AGREED TO this ____ day of _____, 20____, by the Authority.

INDIANA HOUSING AND COMMUNITY
DEVELOPMENT AUTHORITY

By: _____
Matthew P. Rayburn
Deputy Executive Director and
Chief Real Estate Development Officer

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said county and State, personally appeared Matthew P. Rayburn, the Deputy Executive Director and Chief Real Estate Development Officer of Indiana Housing and Community Development Authority, who acknowledged that the foregoing Lien and Restrictive Covenant Agreement was executed in such capacity as its voluntary act and deed and that the foregoing representations are true and correct.

WITNESS my hand and seal this ____ day of _____, 20.

My Commission Expires: _____
Notary Public

My County of Residence: _____
Printed Name

This instrument was prepared by Jennifer Phillips, Deputy General Counsel, Indiana Housing and Community Development Authority, 30 South Meridian Street, Suite 900, Indianapolis, IN 46204 (317) 232-7777.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, if any, unless required by law: _____

Return recorded document to:
Indiana Housing & Community Development Authority
30 South Meridian Street, Suite 900
Indianapolis, IN 46204

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION

A PART OF LOT 3 IN LINCOLN AVENUE SUBDIVISION AS RECORDED IN PLAT BOOK 44, PAGE 5 (INSTRUMENT #2024-14273) IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY INDIANA, ALSO BEING A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER, SECTION 10, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 01°24'30" EAST ALONG THE EAST LINE OF SAID LOT 3, 32.00 FEET; THENCE SOUTH 41°05'56" WEST, 63.14 FEET; THENCE SOUTH 33°04'39" WEST, 43.31 FEET; THENCE SOUTH 69°56'02" WEST, 101.30 FEET; THENCE NORTH 42°52'19" WEST, 25.47 FEET; THENCE NORTH 81°31'00" WEST, 20.86 FEET; THENCE NORTH 60°04'58" WEST, 57.43 FEET; THENCE NORTH 16°56'18" WEST, 22.00 FEET TO A POINT ON THE NORTH LINE OF LOT 3 AND A POINT OF A CURVE, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY 77.27 FEET ALONG THE NORTH LINE OF SAID LOT 3 AND SAID CURVE HAVING A RADIUS OF 1955.00 FEET AND SUBTENDED BY A LONG CHORD BEARING OF NORTH 71°51'38" EAST, 77.26 FEET; THENCE NORTH 72°59'34" EAST CONTINUING ALONG THE NORTH LINE OF SAID LOT 3, 188.49 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 0.432 ACRES, MORE OR LESS, AND SUBJECT TO ANY AND ALL FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.

I DOUBT THIS PAGE IS GERMANE TO THIS PROPERTY BUT IF THE CITY HAS A MORTGAGE IT WOULD BE RELEVANT

EXHIBIT B

**MORTGAGEE'S ACKNOWLEDGEMENT AND CONSENT
TO THE LIEN AND RESTRICTIVE COVENANT AGREEMENT**

Fifth Third Bank, National Association, a federally chartered institution, being the mortgagee of record ("Mortgagee") pursuant to a mortgage recorded as Instrument No. 2013-28923, and filed in the Office of the Recorder of Elkhart County, Indiana on December 4, 2013, hereby consents to the Lien and Restrictive Covenant Agreement ("Agreement") executed by and between Lacasa of Goshen Inc. ("Lessee"), and Indiana Housing and Community Development Authority dated on October 22, 2024. Specifically, Mortgagee acknowledges having notice of the conditions under which the Agreement may be terminated and the lien foreclosed, as provided in the Agreement.

IN WITNESS WHEREOF, Mortgagee, by its duly authorized officer, has hereunto executed this Mortgagee's Consent to Lien and Restrictive Covenant Agreement this _____ day of _____, 20__.

"MORTGAGEE"

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

STATE OF INDIANA)

) SS:

COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of Fifth Third Bank, National Association, a federally chartered institution ("Mortgagee"), who acknowledged that the foregoing Mortgagee's Acknowledgement and Consent to Lien and Restrictive Covenant Agreement was executed in such capacity for and on behalf of the Mortgagee.

WITNESS my hand and seal this _____ day of _____, 20__.

My County of Residence: _____

Notary Public

My Commission Expires: _____

Printed Name

EXHIBIT C

ADDITIONAL DEVELOPMENT REQUIREMENTS

Special Needs Housing / Occupancy Restrictions

1. This development will be subject to an age-restriction in accordance with the age-restricted housing rules of the Housing for Older Persons Act of 1995. Yes No

If yes, select one of the options below:

- At least 80% of the units will be occupied by households in which at least one member is 55 years of age or older; OR
- 100% of the units will be occupied by households in which all members are 62 years of age or older

2. This development will operate as permanent supportive housing for persons with co-occurring substance use disorder and mental illness.

If yes, select one of the options below:

- 100% of the units are restricted to occupancy by persons with co-occurring substance use disorder and mental illness; OR
- ____ units are restricted to occupancy by persons with co-occurring substance use disorder and mental illness