AGENDA
CITY OF ELKHART PLAN COMMISSION

MONDAY, NOVEMBER 2, 2026 AT 1:45 P.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING

This meeting can also be accessed electronically via Teams.
To join, go to https://teams.microsoft.com/meet/267314652304289?p=7CRW3dndvIeA7HoMUf, enter **267 314 652 304 289** as the meeting number and "96UK96bk" as the password. Attendees may preregister or enter during the meeting. Comments and questions may be submitted to Carla.Lipsey@cityofelkhartin.gov prior to the meeting.

1. **ROLL CALL**
2. **APPROVAL OF AGENDA**
3. **APPROVAL OF MINUTES, July, August, September 2026**
4. **NEW BUSINESS**

   26-X-03 PETITIONER IS Elkhart Clinic Building, LLC
   PROPERTY IS LOCATED AT 2310 Lexington Av
   Per Section 11.3, B-1, Neighborhood Business District, Special Exception Uses, (11.3.A) Churches to allow for the establishment of a new church at 2310 Lexington Avenue.

   STAFF ITEMS

   26-SI-10
   Staff Item Addressing
5. **ADJOURNMENT**

PLEASE REMEMBER TO USE YOUR MICROPHONE WHEN SPEAKING.
ERRORS IN THE MINUTES MAY RESULT DUE TO VOICES BEING INAUDIBLE.

PLAN COMMISSION MEMBERS

Name	Term	Appointed By
Jeff Schaffer, President	August 4, 2025- December 31, 2029	City Civil Engineer
Aaron Mishler, Vice President	February 7, 2022 – December 31, 2026	City Council
Dave Osborne	January 1, 2023 – December 31, 2026	Mayor
Andy Jones	September 16, 2025- December 31, 2026	Board of Works
Diana Lawson, Secretary	March 6, 2023 – December 31, 2027	Mayor
Dan Boecher	January 2, 2024 – December 31, 2027	Mayor
Bil Murray	October 15, 2025- December 31, 2026	Park Board
Rochali Newbill	February 5, 2024 – December 31, 2027	Mayor

City of Elkhart

MEMORANDUM

DATE: **11/2/2026**

TO: *Elkhart City Plan Commission*

FROM: *Kyle Anthony-Petter, Planner II*

SUBJECT: Request to Table *26-FSP-03 5100 COUNTY RD 104 to the December 2, 2026, Meeting*

City of Elkhart Planning staff have reviewed Petition 26-FSP-03 5100 County Road 104 and while going through the Technical Review process, the plans currently lack sufficient information for staff to provide a recommendation to the Board.

Staff are asking to table the request until sufficient information and outstanding drawings have been provided.

PLAN COMMISSION
-MINUTES-
Monday, July 6, 2026 - Commenced at 1:45 P.M. & adjourned at 3:17 P.M.
City Council Chambers – Municipal Building

The Elkhart City Plan Commission was called to order by Jeff Schaffer at 1:45 P.M.

MEMBERS PRESENT
Bil Murray
Andy Jones
Dave Osborne
Rochali Newbill
Diana Lawson
Aaron Mishler
Jeff Schaffer

MEMBERS ABSENT
Dan Boecher

REPRESENTING THE PLANNING DEPARTMENT
Eric Trotter, Assistant Director for Planning
Kyle Anthony-Petter- Planner II

LEGAL DEPARTMENT
Maggie Marnocha, Corporation Counsel

TECHNOLOGY STAFF

RECORDING SECRETARY
Carla Lipsey

APPROVAL OF AGENDA
Motion to approve by Mishler; Second by Newbill. Voice vote carries.

APPROVAL OF PROOFS OF PUBLICATION
Motion to approve by Lawson; Second by Jones. Voice vote carries.

26-X-02 PETITIONER IS Donnie Greathouse (New Life in Christ Ministries)
PROPERTY IS LOCATED AT 1842 E Bristol St
Per Section 11.3.A, Special Exception Uses in the B-1 Neighborhood Business District to allow for the establishment of a new church at 1842 East Bristol Street.

STAFF ANALYSIS
The request is per 11.3, Special Exception Uses, (11.3 A) Churches to allow for the establishment of a new church at 1842 East Bristol Street.

The petitioner has purchased a commercial building with the intent of renovating the building to use as a church. This building was previously used as a bank, and the applicant is proposing some interior remodeling to open the floor plan to accommodate the new use as a place of worship.

The floor plans provided show several existing offices that will be removed to create a large gathering/congregation space. Some of the current office space will remain. At this time, no proposals were made for changes to the exterior of the building.

The site also has twenty parking spaces. Based on current parking requirements, the current parking configurations will accommodate around 100 people.

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STAFF RECOMMENDATION
Staff recommends approval of the request based on the following findings of fact:

1. The Special Exception is so defined, located and proposed to be operated that the public health, safety and welfare **will be** protected;

2. The Special Exception **will not** reduce the values of other properties in its immediate vicinity because there will be no exterior changes to the existing building;

3. The Special Exception **shall** conform to the regulations of the zoning district in which it is to be located because it will not generate adverse effects on adjacent properties in the form of noise, smoke, or odor.

CONDITIONS
Staff recommends approval of the request based on the following findings of fact:

1. The Special Exception is so defined, located and proposed to be operated that the public health, safety and welfare **will be** protected;

2. The Special Exception **will not** reduce the values of other properties in its immediate vicinity because there will be no exterior changes to the existing building;

3. The Special Exception **shall** conform to the regulations of the zoning district in which it is to be located because it will not generate adverse effects on adjacent properties in the form of noise, smoke, or odor.

Schaffer asks if there are questions from the Commission.

Mishler inquires about parking availability. There are 20 parking spaces, which can accommodate around 100 people. Several businesses in the area are currently unoccupied. My question is: if these businesses are occupied, will the 20 parking spaces be sufficient for the church's needs. Additionally, will having the lot filled impact the other businesses in the vicinity.

Trotter mentioned that the current configuration does not consider the restriping of the former drive-thru area. There is potential for parking on that side, taking into account the number of people in the facility. In a typical place of worship, there are four seats per car. The largest attendance usually occurs on Sunday mornings or weekday evenings, which typically fall outside the surrounding area's common business hours.

Mishler continues to state that it was originally designed as a bank and can accommodate up to 100 people. The building has parking for this capacity, as typically required by fire code permits for structures of that size.

Trotter replies that when they apply for their building permits, they will discuss that with the building department and plan review team.

Schaffer calls petitioner forward.

Donnie Greathouse of Vandalia, Michigan, is requesting permission to use the facility as our place of worship. The building was renovated before we purchased it and features an open space with small offices on each side. We expect to have around 50 to 60 attendees. If our group grows larger, we have access to a larger facility to accommodate more people. Additionally, there are 20 stalls and extra space in the drive-thru area.

Schaffer opens for public comments in favor or opposition of the petition.

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Schaffer closes the public portion of the meeting.

Schaffer calls for a motion.

Mishler makes motion to approve with a Do-Pass Recommendation to the Board of Zoning Appeals; Second by Newbill. Motion carries.

Osborne- Yes
Newbill- Yes
Jones- Yes
Lawson- Yes
Murray-Yes
Mishler-Yes
Schaffer- Yes

NEW BUSINESS

26-PUDA-04 PETITIONER IS David Myers & Elizabeth Myers
PROPERTY IS LOCATED AT VL Woodland Estates

Per Section 20.10.B.1 of the City of Elkhart Zoning Ordinance, a Major Amendment to the Woodland Estates Planned Unit Development District, Ordinances PC 92-32 & PC 92-34, approved by the Board of County Commissioners for Elkhart County. The proposed amendment would remove 6.66 acres of land from the Woodland Estates Planned Unit Development. To also allow a 50-foot right-of-way for the cul-de-sac to match the existing development, to allow lot frontages that are less than 75 feet for Woodland Estates Drive as depicted on the preliminary plat, to allow for no public sidewalks in this part of the development, and to allow Lot 68 to have no frontage.

STAFF ANALYSIS

Per Section 20.10.B.1 of the City of Elkhart Zoning Ordinance, a Major Amendment to the Woodland Estates Planned Unit Development District, Ordinances PC 92-32 & PC 92-34, approved by the Board of County Commissioners for Elkhart County. The proposed amendment would remove 6.66 acres of land from the Woodland Estates Planned Unit Development. To also allow a 50-foot right-of-way for the cul-de-sac to match the existing development, to allow lot frontages that are less than 75 feet for Woodland Estates Drive as depicted on the preliminary plat, to allow for no public sidewalks in this part of the development, and to allow Lot 68 to have no frontage.

The Woodland Estates planned subdivision was approved by the Elkhart County Board of Commissioners in 1992. The development was to be built in four (4) phases. The development was annexed into the city in 1993. Currently, Phase I and Phase II have been built out. The original plan called for two additional loop roads built to connect to Woodland Estates Drive as a part of Phase III and Phase IV. A graphic is provided below that depicts the original phasing plan for the subdivision.

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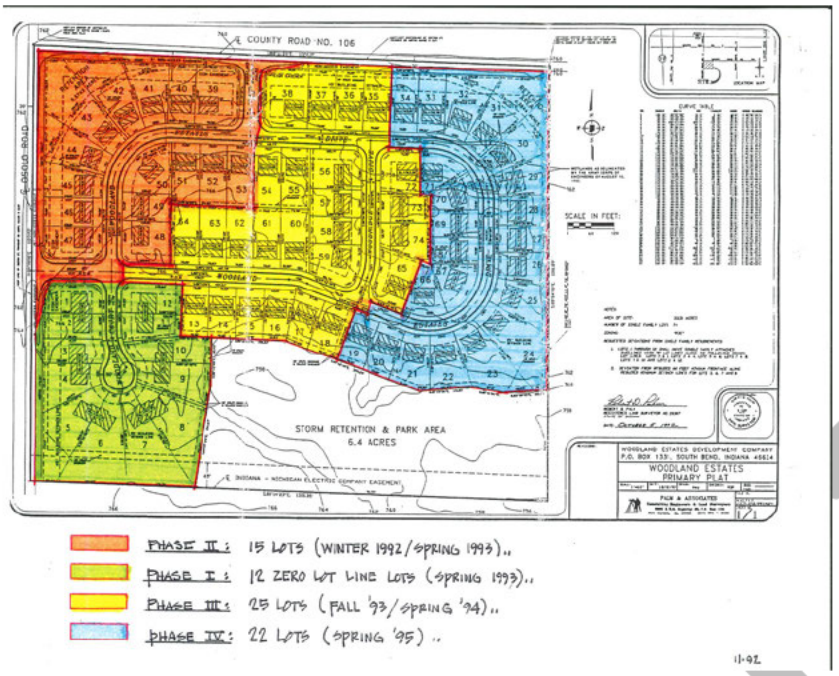
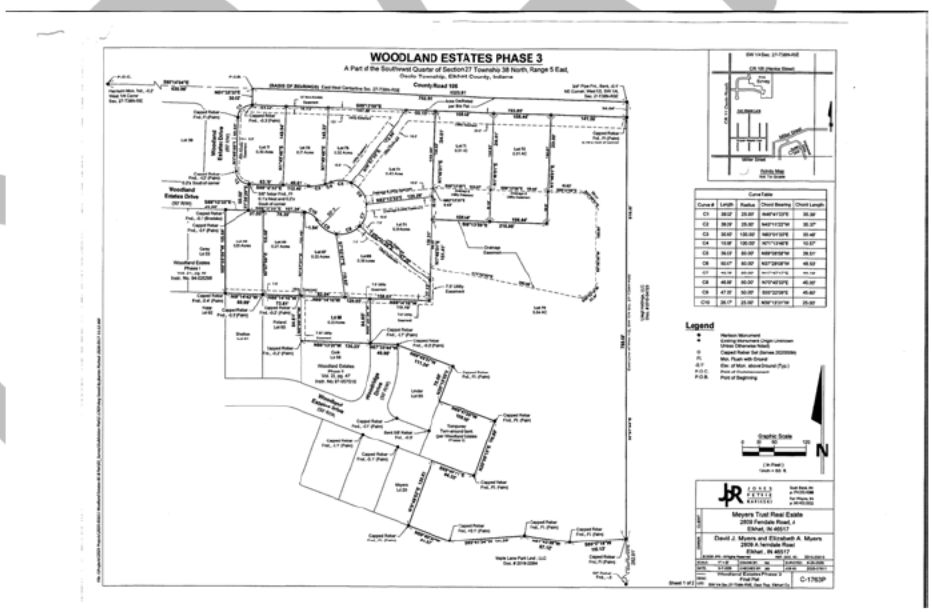


Original Phasing Graphic

The updated plan will reduce the number of lots from the original plan of 74 to 55 and alter the street layout for the proposed Phase III of the development. The revised plan will establish a new cul de sac at the north side of the development. The revised plan will also establish three (3) lots with direct access to Henke Street (CR 106).



Proposed Phase III

With the modified plan for Phase III, there will be 13 new lots established. The developer is proposing to extend the northern leg of Woodland Estates Drive to the east to a new cul de sac and establish nine (9) new single-family lots (Lots 65-67 and Lots 69-77). One (1) lot, Lot 68 is proposed to have no street frontage and is to be deeded to the parcel to the south (Lot 59, Phase II). This action will match the depth of the other lots along the south leg of Woodland Estates Drive.

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Finally, three (3) lots (Lots 70, 72 and 73) are proposed to have direct access to Henke Street and are larger to allow for well and septic. The petitioner is also proposing to amend the PUD to remove 6.66 acres and request to rezone that land to R-1, One Family Dwelling district (that request will follow after the amendment has been heard by the common council). With access off Henke and proposed to be larger lots – these parcels do not feel as much a part of the more homogenous original phases of the development. These three (3) lots are proposed to not be a part of the homeowners association.

The request for dimensional lot deviations for the cul de sac lots and relief from the street width requirement are requested to maintain consistency within the overall development. From staff's perspective, neither of these requests are unreasonable and maintain the consistency of the development. The proposed setback for each of the lots is consistent with the other lots in other cul de sacs throughout the neighborhood. The street width relief is also consistent with the existing development and within design standards for a low volume residential neighborhood.

The request for relief from the requirement to install a public sidewalk within the right of way within Phase III is to maintain the consistency of the overall subdivision as there are no other public sidewalks within the development. In 2007 and in 2015, petitions were filed with the Board of Zoning Appeals seeking relief from having to install the public sidewalks for the remaining vacant lots. Those requests covered the last 11undeveloped lots in the neighborhood at that time. The board requests were made as the first homes developed did not have public sidewalks and there was a desire to maintain that throughout the development.

STAFF RECOMMENDATION

Per Section 20.10.B.1 of the City of Elkhart Zoning Ordinance, the Staff recommends approval of a Major Amendment, to the Woodland Estates Planned Unit Development District, Ordinances PC 92-32 & PC 92-34, approved by the Board of County Commissioners for Elkhart County. The proposed amendment would remove 6.66 acres of land from the Woodland Estates Planned Unit Development. To also allow a 50-foot right-of-way for the cul-de-sac to match the existing development, to allow lot frontages that are less than 75 feet for Woodland Estates Drive as depicted on the preliminary plat, to allow for no public sidewalks in this part of the development, and to allow Lot 68 to have no frontage:

1. The Comprehensive Plan calls for this area to be developed with low density residential uses. The proposed amendment to the PUD maintains the low density residential uses and is in keeping with the long range land use plan.
2. The proposed amendment to the Woodland Estates Planned Unit Development should not impact negatively the other residential uses within this PUD or have a substantial negative effect on the surrounding uses as the uses within the PUD will remain low density residential.
3. The proposed amendment to the Woodland Estates Planned Unit Development will minimize adverse environmental impacts of development by maintaining acres of the wooded area and would improve the design, quality and character of the development.

Trotter states there were 39 letters mailed, 3 returned in favor with no comments, and 3 returned not in favor with no comments.

Schaffer asks if there are questions from the Commission.

Mishler asks whether this development is in the second or third phase.

Trotter responds with the third phase.
Mishler adds that the other two phases do not have any public sidewalks.

Trotter responds Yes.

Mishler emphasizes that historically, whenever there is new development on CR 17, we still request that sidewalks be included. This is primarily due to public safety concerns. Sidewalks benefit some residents, while others without them raise the question of whether this is just for aesthetics.

Trotter stated that this neighborhood is self-contained and does not connect to any other neighborhoods. At that time, there was no public infrastructure on the main public right-of-way on Osolo or Henke. This development only pertains to the interior of the self-contained area that was originally approved by the county, which still has nine remaining lots.

Osborne asked how Lot 68 has no frontage.

Trotter states that the property will be deeded to lot 59 of phase two.

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Lawson inquires about the total number of lots developed outside of phase three.

Trotter states there are 42 lots, with 9 additional lots within the subdivision and 3 larger parcels.

Schaffer calls petitioner forward.

Angela Smith, JPR 325 S. Lafayette, South Bend, is representing the petition. This portion of the development has been under the same ownership for over 20 years. The current market conditions allow for the construction of 9 lots, while the other 3 lots will be serviced by well and septic systems due to their size and location. We are looking to complete this development and request consistency in lot development, size, and the overall appearance of the street. The three developed lots will be separate from Henke.

Jones asks the three residents who opted out of the homeowners association if they will choose different colors.

Smith replied that they will be separate from all the development. They won't have any restrictions, and you won't see them; they will be located behind the development at the end of the cul-de-sac.

Schaffer opens for public comments in favor or opposition of the petition.

Ken Yoder, 2025 Woodland Estates: The original developer, Holiday Properties, was granted a use permit in 1992 to develop Maple Lane Apartments, now known as Woodland Estates. Here are some key points regarding the area:

- This area is one of the last locations in Elkhart where you can develop a home and enjoy walking trails.
- The children from Maple Lane often visit the trails.
- The original concept was to create a wooded environment; however, the current developer has not adhered to this vision.
- The completion of the seven lots has not met the development standards or vegetation requirements set by the city of Elkhart.
- Concerns have been raised regarding the vegetation in the development.

Andy Myers, 2809 Ferndale Rd, is the petitioner. I have tried to maintain as many trees as possible because they are important for safety. My goal is to preserve as many trees as I can.

Schaffer mentioned that the area planned as parkland is owned by another party. The three larger lots will have tree preservation due to their size.

Myers states that I am in the process of purchasing from my parents. If this had been developed as intended, we would have preserved more trees.

Schaffer notes that we have an Arbor grant that is administered by the Environmental Center and is planting on both public and private properties.

Schaffer closes the public portion of the meeting.

Schaffer calls for a motion.

Mishler makes motion to approve with a Do-Pass Recommendation to the Common Council; Second by Jones. Motion carries.

Murray- Yes
Osborne- Yes
Jones- Yes
Newbill- Yes
Lawson- Yes
Mishler- Yes
Schaffer- Yes

Schaffer states that as we consider this preliminary plat, our evaluation should be contingent upon the common council's approval of the PUD.

Schaffer confirms for the record that there was a nod of agreement.

26-SUB-04 PETITIONER IS David Myers & Elizabeth Myers

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PROPERTY IS LOCATED AT VL Woodland Estates

Per Article 4 of the Subdivision Ordinance, approval of a Preliminary Plat for a 13-lot, +/- 10.44 acre major subdivision, to be known as Woodland Estates Phase 3; a part of the Southwest Quarter of Section 27, Township 38 North, Range 5 East, Osolo Township, Elkhart County, Indiana.

STAFF ANALYSIS

Per Article 4 of the Subdivision Ordinance, approval of a Preliminary Plat for a 13-lot, +/- 10.44 acre major subdivision, to be known as Woodland Estates Phase 3; a part of the Southwest Quarter of Section 27, Township 38 North, Range 5 East, Osolo Township, Elkhart County, Indiana.

The preliminary plat, known as Woodland Estates, Phase 3, depicts the north section of Woodland Estates Drive extended to a cul de sac with nine (9) newly established lots for single family dwellings. There are four (4) additional lots proposed – three (3) with access from Henke Street and one (1) without street frontage that is to be deeded to the adjacent property owner.

The proposed retention for the newly extended street will be directly east of the cul de sac, as depicted on the plat, across parts of future Lots 70, 72 and 73, by way of a drainage easement along the north side of future Lot 71. There are also a number of utility easements proposed for the purpose of extending water and sewer to all lots with the exception Lots 70, 72 and 73 which will utilize well and septic. Lots without water or sewer must meet a minimum lot width of 80 feet and be a minimum of 10,000 square feet in area; all of the lots meet the requirements. A non-access easement is also proposed along the west side of Lot 77 to limit future curb cut placement for the future home on the south side of the parcel, away from the intersection.

The project meets the requirements of the Zoning and Subdivision Ordinances including lot size, layout, and street width. It has been submitted to the city's Technical Review process and staff have had review of the project. There are some minor outstanding issues, however staff does not anticipate any insurmountable issues.

STAFF RECOMMENDATION

Per IC 36-7-4-702, a plan commission must consider when determining whether to grant primary/preliminary approval of a plat, the plan commission shall determine if the plat or subdivision qualifies for primary/preliminary approval under the standards prescribed by the subdivision control ordinance.

Under the 700 Series of the Indiana Code Statues, the review of primary/preliminary plats are ministerial and if the proposed preliminary/primary plat has adhered to all of the requirements prescribed by the subdivision control ordinance, the plan commission must grant approval, thereby,

The City of Elkhart Planning Staff has reviewed the subject petition and recommends **approval** of a Preliminary Plat for a 13-lot, +/- 10.44 acre major subdivision, to be known as Woodland Estates Phase 3; a part of the Southwest Quarter of Section 27, Township 38 North, Range 5 East, Osolo Township, Elkhart County, Indiana.

The lots meet the minimum lot area requirements for the R-1, One-Family Dwelling District;

1. Lots proposed for single-family development meet all of the bulk standards of the R-1 Zoning District, One-Family Dwelling District, specifically, minimum lot size, and property development setbacks;

2. The proposed subdivision meets the stormwater requirements by establishing a drainage easement area across parts of Lots 70, 72 and 73;

3. In review of the proposed preliminary plat for a new major subdivision, Staff finds the petitioner has demonstrated compliance with all the enacted regulations of both the City of Elkhart Zoning and Subdivision Control Ordinance.

CONDITIONS

1. The approval is preliminary only. The applicant must submit the required application materials for Final Plat Approval to the Plat Committee as per Article 5 of the Subdivision Ordinance prior to the issuance of any permits for construction or sale of property.

2. Subsequent approvals may be required from the appropriate City Departments. Those approvals may include plans for water supply, storm water retention, sewage disposal, grading, roadway construction and other infrastructure prior to final plat approval.

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3. Approval is tentative and shall be valid for a maximum period of twelve (12) months. The City Plan Commission may grant an extension upon written request. If the final plat has not been recorded within the time limit, the primary approval is null and void and the preliminary subdivision plan must be resubmitted for approval.

4. The project must be reviewed and approved through the City's Technical Review process prior to the submission of the final plat to the Plat Committee.

Trotter states that 39 letters were mailed: 6 were returned in favor, 4 were in favor with no comments, and 2 were not in favor with no comments.

Schaffer asks if there are questions from the Commission.

Schaffer calls petitioner forward.

Angela Smith, JPR 325, S. Lafayette, is speaking on behalf of the petitioner. The staff report is clear regarding our previous request. In recent discussions with the neighbors, we discovered that there is already a lot 65 in the other phase. Although this is a second phase, when we submit for secondary approval, we will renumber it to lot 78 to eliminate any confusion. We kindly ask for your approval.

Schaffer opens for public comments in favor or opposition of the petition.

Schaffer closes the public portion of the meeting.

Schaffer calls for a motion.

Mishler makes a motion to approve with a Do-Pass Recommendation to the Plan Commission, with conditions listed in the staff report, the approval of 26-PUDA-04; seconded by Jones. Motion carries.

Osborne- Yes
Newbill- Yes
Jones- Yes
Lawson- Yes
Murray-Yes
Mishler-Yes
Schaffer-Yes

26-TXT-03 PETITIONER IS City of Elkhart
PROPERTY IS LOCATED AT City of Elkhart

STAFF ANALYSIS
Subsequent to the Plan Commission approval of the Unified Development Ordinance, based on changes in state law, there were additional terms that were not mentioned in the definitions Chapter 17, previously. The goal is to update existing definitions and add new ones related to emerging technologies.

The additional terms being added to Chapter 17 Language Rules and Definitions are as follows:

Backup Generator; Brownfield; Data Center (Principal); Data Center Campus; Data Center, Accessory; Data Hall; Electrical Substation, Accessory; Mechanical Yard; Sensitive Receptor; Solar Energy System; Solar, Community Scale; Solar, Large-Scale; and Solar, Small-Scale Accessory.

The second part of this amendment is to Update Use Specific Conditions in Chapter 4 to amend or add the following uses to Table 4.2-1 as well as amend or add the use specific conditions in Sections 4.8, 4.9, and 4.10 based on emerging technologies. Those use conditions included - Data Center (Principal); Data Center Campus; Data Center, Accessory; Solar, Community Scale; Solar, Large-Scale; and Solar, Small-Scale Accessory. Finally, update numbering for headings and subheadings throughout Chapters 4 and 17. To also update cross references throughout the UDO to reflect changes to Chapters 4 and 17.

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Data centers and solar arrays are emerging technologies that evoke strong feelings and pose tremendous concern with residents and adjacent neighboring property owners as these uses are introduced and asked to be approved within communities. Environmental, public health, safety, property values and conformance to development standards are all important considerations to properly review and consider as the development process works through the prescribed process review. That is why staff felt it was important to develop, along with our consultant, development regulations that protect the city and its residents should a proposal be submitted for review.

STAFF RECOMMENDATION

Staff recommends approval of case 26-TXT-03, the proposed zoning ordinance text amendment to the Unified Development Ordinance (UDO), as described above and send to the Common Council with a "Do Pass" recommendation.

Schaffer asks if there are questions from the Commission.

Michael Huber, Director of Development Services, appreciates your consideration of the City's request. The update on the UDO has seemed long overdue, especially given that many of you are aware of the ongoing discussions surrounding data centers. We want to use this opportunity to address these concerns in the ordinance regarding data centers of various scales. With guidance from REA, we are focusing on key factors that will help ensure community safety. The ordinance reflects our current thinking on this matter. Cynthia Bowen from REA will now walk us through the updates.

Schaffer calls petitioner forward.

Cynthia Bowen, a principal at REA, I would like to take a moment to provide an overview of the emerging technology included in the zoning ordinance. As Mike indicated, several changes were made in Indiana law. Indiana passed House Bill 1001, which encompasses various references to accessory uses and housing reports, as well as provisions for shooting ranges. This legislation required us to update the zoning ordinance.

The first relevant legislation is Public Law 117-SEA 176, which is available on the legislative website. We needed to incorporate its language into the Unified Development Ordinance (UDO). This update included revised definitions and references concerning the use conditions. An indoor shooting range is permitted on any lot or parcel designated for commercial, industrial, or agricultural use, provided that certain conditions are met.

Additionally, Public Law 73 HEA 176 updates the definition of accessory dwelling units (ADUs) as self-contained living units located internal to or on the same lot or parcel as a single-family dwelling.

Initially, we defined the ADU as needing to be 1,000 square feet or less, or up to 75% of the interior habitable area. The ADU must include its own cooking, sleeping, and sanitation facilities, and it must comply with or be exempt from any applicable building codes. It is important to note that the ADU does not include a manufactured home, as defined by state code. We have incorporated these definitions into the UDO by reference.

Data centers can be classified either as a special exception or as an accessory use. An accessory data center, whether it is considered an accessory use or a principal data center, is subject to on-site and administrative approval by the planning staff. Accessory data centers are limited to 2,000 square feet or less and must have an aggregate electrical power capacity of less than 5 megawatts. These accessory data centers are exempt from the requirements that apply to principal data center uses.

We have updated the standards for data centers classified as principal uses. They are now allowed to have an accessory electrical substation, solar installations, or battery energy storage systems (BESS), provided they meet the respective conditions. Additionally, we encourage the redevelopment of brownfield sites for this purpose, as it can be of beneficial use for those locations in Elkhart.

We needed to make sure we implemented the 500ft separation from any sensitivity receptor: residential zoning district, convalescent homes, nursing homes or hospices; dormitories; community buildings or center; daycares; libraries; place of worship; schools and colleges; any park, recreation, open space and trails it has to be at least 500 feet from what we call the sensitivity receptors; you are allowed to reduce it to 300 ft if separated by an interstate, highway, or major arterial.
We want to ensure that the placement and orientation of buildings are compatible with the site's surroundings. Many data centers resemble office buildings, often featuring a front office area with employees working inside, while the back may look like a warehouse. Any construction should minimize visual and environmental impacts. We have established criteria for site design.

The special exception is subject to the approval of the site plan and building elevation. There is a minimum lot size of 5 acres and required setbacks of 150 feet. Screening and landscaping buffers are also necessary.

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We have addressed noise and vibration concerns, as data centers can generate noise depending on their cooling mechanisms. We have set noise limits: 60 dBA for sensitive receptors and 70 dBA at the property line for other areas. If the noise levels exceed these limits, the applicant may need to implement noise reduction barriers or conduct a sound study to ensure compliance with local ordinances.

There is considerable discussion regarding energy impact, as data centers consume a substantial amount of energy. Their energy requirements depend on their setup and equipment. Applicants must provide a letter from their energy provider confirming adequate capacity and must have the necessary utility infrastructure in place before construction begins. We also need to understand the impact of the cooling system; some data centers are cooled with water, while others use air conditioning systems. If any battery energy storage is proposed, we need to know the specifications and its implications for the utility and surrounding area regarding renewable or clean energy sources.

Regarding cooling and water impact, applicants must disclose their cooling methods and conduct a water impact study. The special exception requires a commitment to provide annual water impact reports to city staff. Additionally, a decommissioning plan, along with a bond, is necessary as a condition of approval. This ensures that if the data center becomes unnecessary in 20 years and the site is not cleaned up, the city will have the authority to manage the cleanup.

For solar energy systems, like data centers, a special exception may be required depending on the type. Most special exceptions apply to community-scale solar projects and large-scale solar installations. Community-scale facilities must be a minimum of 5 acres and less than 10 MW, either powering on-site needs or contributing to the power grid. Large-scale solar installations require a minimum of 10 acres and have no capacity limit but provide power to third parties.

These use standards apply to both community-scale and large-scale solar projects and must comply with IC 8-1-42. Additional requirements include specific heights (including fences or berms), distances from roads, and setbacks from non-participating properties. If there is an agreement with adjacent property owners who do not have solar facilities, the required 250-foot setback can be reduced to 50 feet. Solar panels need to be 25 feet tall with a maximum tilt, adhering to zoning height limitations.

A vegetation planting plan and buffers are required. There must be a 6-foot high enclosure that completely surrounds the solar array, allowing for wildlife access and using wildlife-friendly materials. Barbed wire is prohibited, and all underground cables must be buried. A utility plan detailing all cable installations is required, with approval from the Department of Public Works as a condition of the special exception.

Lastly, nuisance mitigation measures must minimize glare and should not interfere with traffic or air traffic. Sound levels must not exceed 50 dBA at the exterior of non-participating dwellings. Both glare and sound analyses may be required, and a consultant analysis might also be necessary.

Each community-scale and large-scale project must include a decommissioning, abandonment, and force majeure event site restoration plan. This must comply with IC 8-1-42, which outlines the requirements for a decommissioning plan, including a site restoration plan and the necessary bonds for decommissioning. These conditions are required as part of the special exception for battery energy storage systems (BESS) proposed alongside solar installations.

For small-scale accessory BESS when solar energy is attached to a primary or accessory structure, the systems do not count towards lot coverage. Solar carports and associated electric vehicle (EV) charging stations are permitted in parking lots across all districts but are limited to a height of 15 feet in residential districts and 20 feet in all other districts. Reflectors used in these installations must minimize glare, which will be verified during inspection.

Grid-tied solar systems must adhere to the interconnection requirements set by the utility company; however, off-grid systems are exempt from this requirement. If the solar system is only powering a building or house, it is not subject to these regulations.

Building- or roof-mounted solar installations must not exceed the maximum height for the zoning district. Exceptions to height regulations for mechanical equipment may apply to solar panels. For solar panels installed on flat roofs, they must be screened with a parapet wall per the screening requirements outlined in Section 8.10.3. If installed on a pitched roof, the panels must comply with all relevant approvals and permits, and if visible from the street, they must match the pitch of the roof and be no more than 10 inches above it.

Ground-mounted solar panels must be installed in a side or rear yard and must adhere to the setback requirements of their zoning district when oriented at maximum tilt. However, mechanical equipment may be exempt from these requirements. Planning staff may approve panels that exceed lot coverage if the soil they cover remains vegetated and uncompacted. The maximum height for these panels, when at maximum tilt and used as an accessory to residential property, is 15 feet.

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The next steps involve recommending the approval of the UDO to the Common Council, scheduling a public hearing to gather additional feedback from the public once it is completed and approved, and proceeding to adopt it.

Bowen asks the board if there are any questions.

Newbill inquires about livestock and the noise from the data centers. What kind of feedback do they receive. Is it a continuous humming sound, or what type of noise is produced.

Bowen replied that it has been described to him, but she hasn't heard it personally. It sounds like constant traffic in the background that never goes away.

Newbill continues to ask how far the noise coverage extends: 5 acres or 10 acres.

Bowen explains that we have established a decimal standard, meaning noise levels at the property line cannot exceed a certain limit. If they do, we will need mitigation measures. For example, we can install sound walls near the air conditioning units located between the buildings. This is part of our effort to reduce noise levels so that it doesn't sound like constant traffic passing by.
Newbill continues to ask whether it affects livestock or other animals in the area.

Bowen mentions that no studies have been conducted so far on how this may affect livestock.

Mishler inquires with ADU whether mobile homes are permitted under House Bill 10-01, noting that they are no longer allowed. Mishler also asks for clarification on the cooling systems and operations of the data center, specifically regarding how these may negatively impact the surrounding area.

Bowen responds regarding the sound and the use of water. We have attempted to allocate sections and conduct studies, including glare analysis, sound analysis, and water impact assessments. These studies are necessary so that the board can make an informed decision about the electric grid, specifically concerning power usage, water consumption, and whether the city can accommodate these demands.

Mishler is asking whether there is anything that would necessitate the use of a closed-loop cooling system for the data center. This has been a significant issue concerning noise levels. Facilities that do not use a water-cooling system typically rely on air cooling, which often causes a buzzing sound. In contrast, water-cooling systems can produce up to one million gallons of wastewater per day. However, if they were to implement a closed-loop system, the waste would be reduced to just 25-30 gallons per day.

Mishler asked Schaffer if the city uses at least 12 million gallons of wastewater a day.

Schaffer reports that our current wastewater flow during dry weather is approximately 12.5 million gallons per day, and we have a capacity of 20 million gallons.

Mishler continues to inquire whether the language in question requires the use of less water-intensive systems in closed systems, or if the decision will be left up to the council once the studies are completed.

Bowen replied that we didn't require a specific system; it depends on the data center setup and experience with other data centers. The one I dealt with didn't have a closed system, and there wasn't the capacity to treat and return the water to the plant. Often, when data centers come in, there are economic incentives or discussions about what they need to do. During this process, the staff can engage in conversations with them. If they seek economic incentives, Recommendations could be tied to those incentives, and you can negotiate what you want based on those studies.

Jones asks about staffing at the data center facilities.

Bowen explains that the data center's size and specific characteristics play a significant role in its operation. For example, the third-party data center I examined planned to have five buildings and serve a variety of users. They anticipated having around 100 employees on-site each day. However, Google and Meta operate somewhat differently.

Jones asks what the attraction to the Brown's Field sites for development of these locations.

Bowen explains that both data centers and solar farms require considerable space and acreage for buffering, landscaping, and future expansion. In Elkhart, we have several brownfield sites, some of which already have the necessary infrastructure for these uses. We

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want to provide an incentive for developers to prioritize these brownfield locations instead of expanding to the outskirts of the community, which would necessitate extending water and sewer services to newly annexed areas.

Jones indicates that the entire site does not need to be remediated.

Bowens replies that you may not need to do any remediation at all. Because it is an industrial use, some remediation may be needed, but it would be limited because the use is very similar.

Newbill asked whether the property is located in the county or the city.

Bowen responds that it is in the city.

Schaffer thanks Cynthia Bowen and the staff for documenting the rules for how a developer may approach the City.

Lawson asks which collaboration in the County should be approached first, and secondly, how we are the same or different from their requirements.

Bowen mentioned that one of the initiatives to assist staff was a white paper on solar field data centers. This paper examined research not only in the region but also across the country, compiling best practices tailored to the city's needs. Each county in the region has different standards and requirements, and Elkhart has implemented the best practices based on current thinking about these facilities. As Jeff pointed out, clearly defined guidelines are necessary for compliance.

Lawson states that this is a moving target, which matters to many people. He questions how often this will be reviewed and updated.

Huber replied that this represents our current thinking. We haven't had extensive conversations regionally, so we turned to our consulting team at REA. As we finish this project, we are starting to see emerging issues. We need to look beyond our region to consider what is happening nationally, focusing on important factors like transparency, public safety, and the public's concerns regarding these matters. We aim to establish a framework for a path forward that identifies suitable opportunities on a scale that fits our community and in locations that are appropriate, all while ensuring the public can have a meaningful impact in the process.

Lawson emphasizes that this document should be treated as a living document.

Huber responds, establishing our starting point and setting the ground rules for moving forward.

Schaffer opens for public comments in favor or opposition of the petition.

Angela Smith
JPR 325 S Lafayette

I have worked extensively with end-user development in Saint Joseph County. The JPR is currently working on the DPUD for the town of Bristol, so I am very familiar with the relevant ordinances.

I wanted to address a couple of questions regarding noise levels and livestock. A noise level of 60 DBA is equivalent to that of a residential air conditioning unit. While the noise may be louder at the source, it is comparable to a residential air conditioner once it reaches the property line. This noise level is appropriate for the proposed developments in Bristol DPUD, especially those adjacent to residential areas.

This project is not a data center, but the proposed uses are allowable within the DPUD. The noise levels we are proposing are consistent with what we have seen in similar projects, and we are implementing stricter screening requirements to address concerns from neighboring properties.

Any project that advances will utilize technology that may differ significantly from what is available today. In Bristol, we were asked to require a closed-loop system; however, we recognize that technology can rapidly improve. Therefore, we want to allow for some flexibility in this requirement. I hope this explanation addresses your concerns.

Schaffer mentioned that he can provide insights on the water side. Mike Yoder, the town manager in Bristol, has discussed regional water and wastewater issues. They are taking an open approach and considering various options for implementation.

Schaffer closes the public portion of the meeting.

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Schaffer calls for a motion.

Mishler makes motion to approve with a Do-Pass Recommendation to the Common Council; Second by Murray. Motion carries.

Lawson- Yes
Newbill- Yes
Jones- Yes
Osborne- Yes
Murray-Yes
Mishler-Yes
Schaffer-Yes

STAFF ITEMS
26-SI-06
Approval of proposed addresses for the City of Elkhart.

STAFF ANALYSIS
The Planning and Zoning Department is requesting approval of the addresses that have been reserved for structures in the City of Elkhart.

Residential

217 Haines Drive	New Single-Family Dwelling	20-05-01-454-007.000-006

"

Recommendation
Staff recommends that the Plan Commission assign the proposed addresses based on staff recommendation.

Schaffer asks if there are questions from the Commission.

Schaffer calls for a motion.

Mishler makes motion to approve; Second by Newbill. Motion carries.

ADJOURNMENT
Schaffer calls for a motion to adjourn meeting. Jones approves motion to adjourn, and is seconded by Mishler. Meeting is adjourned and all are in favor.

_____ _____
Jeff Schaffer, President **Diana Lawson, Secretary**

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PLAN COMMISSION
-MINUTES-
Monday, August 3, 2026 - Commenced at 1:45 P.M. & adjourned at 2:55 P.M.
City Council Chambers – Municipal Building

The Elkhart City Plan Commission was called to order by Jeff Schaffer at 1:45 P.M.

MEMBERS PRESENT
Bil Murray
Andy Jones
Rochali Newbill
Diana Lawson
Aaron Mishler
Jeff Schaffer

MEMBERS ABSENT
Dan Boecher
Dave Osborne

REPRESENTING THE PLANNING DEPARTMENT
Eric Trotter, Assistant Director for Planning
Kyle Anthony-Petter- Planner II
Chris Godlewski-Planner I

LEGAL DEPARTMENT
Maggie Marnocha, Corporation Counsel

TECHNOLOGY STAFF
Enzo Gurgel

RECORDING SECRETARY
Carla Lipsey

APPROVAL OF AGENDA
Motion to approve by Mishler; Second by Lawson. Voice vote carries.

APPROVAL OF MINUTES
Motion to approve by Mishler; Second by Newbill. Voice vote carries.

APPROVAL OF PROOFS OF PUBLICATION
Motion to approve by Mishler; Second by Lawson. Voice vote carries.

26-SUB-05 PETITIONER IS GIADA, LLC, CORY WHITE MANAGING MEMBER
PROPERTY IS LOCATED AT VL Southwest Corner of Woodfield and Kershner Lane
Per Article 4 of the Subdivision Ordinance, approval of a Preliminary Plat for a 38-lot, +/- 9.99 acre major subdivision, to be known as Foxwood Section of Walnut Trails Phase 3 and Phase 4; a part of the Northwest Quarter of Section 35, Township 38 North, Range 5 East, Osolo Township, Elkhart County, Indiana.

STAFF ANALYSIS
Per Article 4 of the Subdivision Ordinance, approval of a Preliminary Plat for a 38-lot, +/- 9.99 acre major subdivision, to be known as Foxwood Section of Walnut Trail Phase 3; a part of the Northwest Quarter of Section 35, Township 38 North, Range 5 East, Osolo Township, Elkhart County, Indiana.

The preliminary plat, known as Foxwood Section of Walnut Trail, Phase 3 and Phase 4, provides for a residential development that connects existing stub streets in creating a more highly interconnected subdivision road network. The +/-9.99 acre development fills a void bound on all sides of existing and fully developed residential subdivisions. The section fronting Deer Run Drive will have twenty-six (26) lots; four (4) lots will front Woodfield Lane; and the remaining eight (8) lots will front Kershner Lane.

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The proposed retention for the newly extended street will be directly south of Deer Run Drive and directly south of Kershner Lane, as depicted on the plat, across parts of future Lots 35, 36, 37, 38. An additional proposed retention pond, as depicted on the plat, across parts of future Lots 26 and 27 on the west of Deer Run Drive. A proposed drainage easement should encompass lots 26 & 27 to accommodate the placement of a drainage structure to connect the proposed retention basin with stormwater infrastructure in Deer Run Drive right of way. A proposed stormwater easement should encompass both retention basins for the benefit and maintenance of Foxwood Section of Walnut Trail, Phase 3 & 4.

The street connection for the new Phase will connect from the north at the intersection of Woodfield Lane and Kershner Lane and the south near the intersection of Kershner Lane and Denwood Court. Kershner Lane will be extended as a sixty (60) foot right of way and Deer Run Drive will extend as a fifty (50) foot right of way. Phase 3 consists of Lots 1-5 which already have streets and utilities in place but will require sidewalk improvements. Phase 4 consists of Lots 6-38 will provide for all required public improvements – utilities, curb, gutter, street and public sidewalks.

The project meets the requirements of the Zoning and Subdivision Ordinances including lot size, layout, and street width. It has been submitted to the city's Technical Review process and staff have had review of the project. There are some minor outstanding issues, however staff does not anticipate any insurmountable issues.

STAFF RECOMMENDATION

Per IC 36-7-4-702, a plan commission must consider when determining whether to grant primary/preliminary approval of a plat, the plan commission shall determine if the plat or subdivision qualifies for primary/preliminary approval under the standards prescribed by the subdivision control ordinance.

Under the 700 Series of the Indiana Code Statues, the review of primary/preliminary plats are ministerial and if the proposed preliminary/primary plat has adhered to all of the requirements prescribed by the subdivision control ordinance, the plan commission must grant approval, thereby,

The City of Elkhart Planning Staff has reviewed the subject petition and recommends **approval** of a Preliminary Plat for a 38-lot, +/- 9.99 acre major subdivision, to be known as Foxwood Section of Walnut Trail Phase 3; a part of the Northwest Quarter of Section 35, Township 38 North, Range 5 East, Osolo Township, Elkhart County, Indiana.
The lots meet the minimum lot area requirements for the R-1, One-Family Dwelling District;

1. Lots proposed for single-family development meet all of the bulk standards of the R-1 Zoning District, One-Family Dwelling District, specifically, minimum lot size, and property development setbacks;

2. The proposed subdivision meets the stormwater requirements. Establishment of stormwater easement areas across parts of Lots 26, 27, 35, 36, 37, 38 and a drainage easement encompassing lots 26 & 27 should be presented on the plat.

3. In review of the proposed preliminary plat for a new major subdivision, Staff finds the petitioner has demonstrated compliance with all the enacted regulations of both the City of Elkhart Zoning and Subdivision Control Ordinance.

CONDITIONS

1. The approval is preliminary only. The applicant must submit the required application materials for Final Plat Approval to the Plat Committee as per Article 5 of the Subdivision Ordinance prior to the issuance of any permits for construction or sale of property.

2. Subsequent approvals may be required from the appropriate City Departments. Those approvals may include plans for water supply, storm water retention, sewage disposal, grading, roadway construction and other infrastructure prior to final plat approval.

3. Approval is tentative and shall be valid for a maximum period of twelve (12) months. The City Plan Commission may grant an extension upon written request. If the final plat has not been recorded within the time limit, the primary approval is null and void, and the preliminary subdivision plan must be resubmitted for approval.

The project must be reviewed and approved through the City's Technical Review process prior to the submission of the final plat to the Plat Committee.

Trotter states that 97 letters were mailed and 17 were returned in opposition with comments. Comments were:

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The proposal is opposed due to concerns that the current infrastructure cannot support the number of houses being proposed. It is estimated that the development would add approximately 100 vehicles, each making two or three trips in and out each day. Additionally, there are worries about the size of the lot, the impact on wildlife, and the increased population density leading to speeding in the neighborhood.

Schaffer noted for the record that Andy Jones arrived at the meeting at 1:55 PM.

Schaffer asks if there are questions from the Commission.

Mishler inquired about the minor concerns and asked Trotter to provide further details.

Trotter replies that the retention and retention easement are recorded on the final plat.

Schaffer inquires whether the proposed plans include sidewalks and curbs.

Trotter responds with a yes.

Schaffer continues to ask about the R1 and R2 zoning districts, specifically what land uses are allowed in these areas.

Trotter replies, residential single-family detached

Schaffer inquires whether the development is zoned R1 or R2; it will still be considered single-family residential use.

Trotter confirmed that the Planned Unit Development (PUD) called for that to be the case.

Schaffer asks what the difference is between R1 and R2 zoning districts.

Trotter states that lot 9500 is for R1 and 7200 is the minimum for R2.

Schaffer continues to inquire about the predominant zoning district in most residential areas.

Trotter replies that R2 is the most frequently seen zoning district in the city.

Schaffer calls petitioner forward.

Tim Saylor, located at 697 Bungalow Drive, encompasses lots 1-5, which represent one phase of the project. This development is divided into two phases: lots 1-5 have existing streets in place; therefore, upon the final plat, there are no additional public improvements needed.

The remaining lots, 6-38, constitute phase 4, which will require the construction of public utilities. This is the reason for the phased development. The design has been assigned to the staff and engineering team. This 10-acre parcel is the last piece of a project that dates back to the 1970s, and it has always been intended to be developed in this manner.

Mishler asks what the average cost is.

Cory White, located at 215 Prairie Street, reports that the situation is currently unclear. The target mark is between 325,000 and 350,000.

Schaffer opens for public comments in favor or opposition of the petition.

Robert Slaski of 3714 Denwood Ct is opposed to this petition. He was informed that Kershner would never be connected, as it would disrupt the quiet neighborhood, turning Kershner into a busy street and raising wildlife concerns.

Laurie Reed, of 8 Salem Court, is opposed to this petition. She believes that the proposed stilt-built homes will not align with the values of the surrounding properties. Instead, she advocates for development that is more consistent with the current lot sizes in the area.

Sara Eppers, of 1616 Evergreen Place, opposes this petition. She is concerned about the impact on wildlife and the woods, as well as the safety of young children. Additionally, she worries about increased traffic and a potential decrease in property values for the

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houses that back up to the woods. She questions whether there will be a barrier to obscure the view of the houses behind the woods, if a line of trees will be planted, how the construction will be funded through tax dollars, and what the timeline for the construction will be.

Jill Szyarto, of 1627 Evergreen Place, opposes this petition. She is concerned that the proposed development of 38 houses and a retention pond does not align with the current property, and the house lots are larger than what is being proposed.

Kristin Newberry, of 3620 Fox Court, opposes this petition due to concerns about the safety of children and the development in her backyard.

David Skinner, of 3714 Denwood Ct, opposes this petition. He is concerned that the lot density does not align with the neighborhood's standards and raises issues about traffic and safety. He believes that entering and exiting Bristol will be difficult. Additionally, he has concerns about the utility infrastructure and wildlife.

Schaffer closes the public portion of the meeting.

Schaffer asks if there are questions from the Commission.

Jones asks White whether he will consider making each lot larger and reducing the number of units required by the setback requirements.

White replies that he met with Mike Huber to discuss the feasibility of numbers based on R2 standards, which allow for 6 units per acre. They determined that 3.8 units per acre are the most economically viable option due to development costs. There is a significant demand for lots and housing, and the goal is to make the process efficient for consumers.

Jones expresses that he is seeking greater consistency within the neighborhood.

White replies that we have larger lots than Cobblestone, which has the neighborhood's highest property values.

Schaffer states that, as we proceed to make a motion, we should consider what we did not hear that was inconsistent with the staff report. This application meets the R1 and R2 requirements. As the staff mentioned, we are obligated by state law, as a ministerial body, to review whether this application complies with zoning and subdivision requirements. The council zoned this property many years ago, and we cannot change that. The staff has reviewed this application, and, in their opinion, it complies with the zoning and subdivision ordinance. We are bound by state law to take that into account.

Schaffer calls for a motion.

Mishler makes motion to approve with a Do-Pass Recommendation to the; Second by Murray. Motion carries.

Jones- Yes
Newbill- Yes
Lawson- Yes
Murray- Yes
Mishler- Yes
Schaffer- Yes

26-FSP-02 PETITIONER IS Elkhart General Hospital, Inc. (Beacon Health System)
PROPERTY IS LOCATED AT 600 East Boulevard

As required by Section 20.10.A.2, a minor amendment to an approved Final Site Plan to allow for a 4,800 sq ft emergency room addition with updated ambulance access service area. This minor amendment did not require public notice.

STAFF ANALYSIS

The petitioner is requesting Final Site Plan Approval of a new emergency room addition along East Boulevard. The 4,800 square foot emergency room addition with updated ambulance access service area will be placed at the east side of the site.

This request qualifies as a minor amendment. Major amendments are modifications to final site plans in which the land area is changed, there is a change in density, allowing a use not previously permitted or the Plan Commission feels the City Council should

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consider the request a new development – this addition to the emergency room does not meet any of the elements to consider this a major amendment.

The updated plans depict an enlarged emergency room with updated private patient rooms and a new restroom. The new 4,800 square-foot building addition will be expanded closer to East Street to allow for better and more efficient programming for the department. To the south, the ambulance queuing area has also been expanded to accommodate more efficient transport movement.

The exterior of the building has been updated with a modern split faced engineered stone and metal panels. The updated signage will make the arrival area more discernable to the public.

The site plan has been reviewed at Tech Review. There are several outstanding items to be addressed prior to permitting. None of the outstanding comments are critical. Staff will ensure they are addressed prior to permitting.

STAFF RECOMMENDATION

The Staff recommends **approval** of the amended final site plan based on the following findings of fact

1. The approval will not be injurious to the public health, safety, morals and general welfare of the community as the new addition will be constructed as per all applicable building codes;

2. The proposed use is permitted within the underlying zoning of the Planned Unit Development;

3. The project does not change the land area of the PUD nor does it change the density of the PUD;

4. The use does not interfere with the Comprehensive Plan which calls for residential type uses;

5. The proposed use should not be detrimental to the property values of adjacent properties.

Trotter states there were 99 letters mailed, 99 returned in favor with comments. Comments were:

Schaffer asks if there are questions from the Commission.

Schaffer calls petitioner forward.

Jeff Ballard, 1643 Commerce Dr: The renovations inside the building are quite extensive. They are aimed at better serving the community and making the emergency room more efficient. The majority of the additions will be an expanded waiting room to improve patient intake and provide more space and comfort for patients. Additionally, we will create a healing therapeutic garden to further enhance patient comfort. We are also modifying the drainage structure.

Newbill inquired about parking.
Ballard mentioned that parking is currently taking place on East Boulevard. We plan to relocate this parking to the north side, which is currently occupied by Riverpoint Physicians. Their parking will be moved to another area of their building to improve efficiency and safety.

Newbill is asking whether they need to buy any residential properties to accommodate parking.

Ballard states no.

Mishler asks whether parking in the existing parking area and then walking to the emergency room (ER) door would be the same distance as parking in the current parking area.

Ballard states that it is similar to what is happening now. We are providing an ADA ramp from the proposed parking area down to the ER, aiming to make drop-off more efficient than our current system.

Mishler inquires whether there will be security cameras monitoring the new parking lots.

Ballard confirms with a yes.

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Mishler continues to inquire about the need for additional treatment rooms and behavioral health support within our community.

Ballard indicates they are expanding some existing rooms and upgrading the technology to make the ambulance drop-off area more spacious and efficient.

Ballard mentioned that the parking garage at Elkhart General is heavily used.

Schaffer mentioned that whenever there have been concerns regarding residents on Arcade Avenue about patients or hospital staff parking on the street, he has promptly sent an email to Elkhart General. In response, they have quickly communicated with their staff to ensure that parking remains within their designated areas. This demonstrates their commitment to addressing the issue.

Schaffer opens for public comments in favor or opposition of the petition.

Schaffer closes the public portion of the meeting.

Schaffer calls for a motion.

Mishler makes motion to approve with a Do-Pass Recommendation; Second by Newbill. Motion carries.

Newbill- Yes
Jones- Yes
Lawson - Yes
Murray- Yes
Mishler- Yes
Schaffer- Yes

STAFF ITEMS

26-SI-07
Approval of proposed addresses for the City of Elkhart.

STAFF ANALYSIS
The Planning and Zoning Department is requesting approval of the addresses that have been reserved for structures in the City of Elkhart.

Residential

Residential Subdivision

Commercial

3701 South Main Street	Suite 200A, 200B Readdress for two added suites	
2201 West Franklin Street	New Indoor Storage Facilities	20-06-07-333-008.000-012
103 Lakeview Drive	New Commercial Building	

Industrial

1012 Borg Road	Correction Certificate	20-02-28-151-005.000-027

Recommendation
Staff recommends that the Plan Commission assign the proposed addresses based on staff recommendations.

Schaffer asks if there are questions from the Commission.

Schaffer calls for a motion.

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Mishler makes motion to approve; Second by Lawson. Motion carries.

Eric introduces Chris Godlewski, the newest Planner 1, to the planning department staff. He has extensive experience from LaGrange County, Elkhart County, and the private sector.

ADJOURNMENT

Schaffer calls for a motion to adjourn meeting. Jones approves motion to adjourn and is seconded by Murray. Meeting is adjourned and all are in favor.

_____ _____

Jeff Schaffer, President **Diana Lawson, Secretary**

DRAFT

PLAN COMMISSION
-MINUTES-
Tuesday, September 8, 2026 - Commenced at 1:45 P.M. & adjourned at 2:33 P.M.
City Council Chambers – Municipal Building

The Elkhart City Plan Commission was called to order by Jeff Schaffer at 1:45 P.M.

MEMBERS PRESENT
Dan Boecher
Andy Jones
Diana Lawson
Dave Osborne
Rochali Newbill
Bil Murray
Jeff Schaffer

MEMBERS ABSENT
Aaron Mishler

REPRESENTING THE PLANNING DEPARTMENT
Eric Trotter, Assistant Director for Planning
Kyle Anthony-Petter- Planner II
Chris Godlewski- Planner I

LEGAL DEPARTMENT
Maggie Marnocha, Corporation Counsel

TECHNOLOGY STAFF
Ian Irizarry

RECORDING SECRETARY
Carla Lipsey

APPROVAL OF AGENDA
Motion to approve by Osborne; Second by Lawson. Voice vote carries.

APPROVAL OF PROOFS OF PUBLICATION
Motion to approve by Lawson; Second by Jones. Voice vote carries.

26-Z-01 PETITIONER IS HMS ELKHART LLC
PROPERTY IS LOCATED AT 1800 Fourteenth St.
Per Section 29.11.B, Map Amendments, a request to rezone Part of 20-06-07-431-013.000-012; 1800 Fourteenth Street) from M-2, General Manufacturing District to R-2, One-Family Dwelling District.

STAFF ANALYSIS
Per Section 29.11.B, Map Amendments, a request to rezone part of 20-06-07-431-013.000-012; 1800 Fourteenth Street) from M-2, General Manufacturing District to R-2, One-Family Dwelling District.

The petitioner is requesting to rezone the 0.565-acre parcel from M-2, General Manufacturing District to R-2, One Family Dwelling District for the purpose of redeveloping the land for single family homes. The petitioner is looking to align the zoning request to match the land east of the property in question to R-2, One Family Dwelling District.

Staff support the request. The manufacturing zoning is no longer appropriate for the east side of the parcel. The rezoning will make the redevelopment of the site easier. Approving the rezoning would allow for the reuse of the property to a much needed and desired use. The development will provide for new investment within this neighborhood. Redevelopment of the site will be more welcoming and Elkhart community image as discussed in the Comprehensive Plan. City staff welcomes this new development.

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This request will allow the property to be redeveloped and continue to chip away at the shortage of housing in our community as outlined in the Zimmerman Volk Housing study. The city needs housing at every level, and this request helps the city in supporting redevelopment on infill lots throughout the city.

STAFF RECOMMENDATION

The Staff recommends **approval** of the rezoning request based on the following findings of fact:

1. The proposed rezoning is compatible with the Future Land Use map, which calls for the area to be developed with residential land uses;

2. Current conditions and the character of current structures and uses in each district will not be impacted because the proposed use will blend well with the surrounding commercial and existing residential uses;

3. The R-2, One-Family Dwelling District does allow for the most desirable uses for which the land can be adapted;

4. The proposed rezoning will preserve the conservation of property values throughout the City because it is adjacent to other residential uses;

5. The rezoning of the property to R-2, One Family Dwelling District is compatible with the surrounding properties and does reflect responsible growth and development, because the redevelopment as single family homes is permitted within the R-2 District.

Trotter states there were 23 letters mailed, 0 returned.

Schaffer asks if there are questions from the Commission.

Schaffer calls petitioner forward.

Crystal Welsh, located at 303 River Race Drive, Goshen, Indiana, is representing the petitioner, HMS. When HMS inquired about this parcel, they discovered an existing home on one of the lots. This prompted their request for rezoning to ensure that the home, which will be transferred to a family member, complies with the zoning ordinance.

This request is the second phase of a three-phase process. So far, we have approved an alley vacation, and if the rezoning is approved, we will proceed with a new minor subdivision consisting of three lots. This will allow the existing commercial and industrial building to remain and be redeveloped, facilitate the transfer of the home, and provide a third lot for additional development.

Schaffer opens for public comments in favor or opposition of the petition.

Schaffer closes the public portion of the meeting.

Schaffer calls for a motion.

Boecher makes motion to approve with a Do-Pass Recommendation to the Common Council; Second by Jones. Motion carries.

Boecher -Yes
Jones- Yes
Newbill-Yes
Lawson- Yes
Murray- Yes
Schaffer- Yes

Schaffer stated that he had a conflict of interest and would step out of the room, asking Dave Osborne to chair the meeting for the next item.

NEW BUSINESS

26-ANX-03PETITIONER IS Lighthouse Vineyard Church, Inc.

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PROPERTY IS LOCATED AT 3300 Benham Avenue
As prescribed by Section 29.11.B, a request to annex 3300 Benham Avenue, land containing 3.9 acres.

STAFF ANALYSIS
This staff report is being prepared for annexation 26-ANX-03 to annex approximately 3.9 acres of land in Concord Township, that currently contains the Lighthouse Vineyard Church at the Southeast corner of Mishawaka Road and Benham Avenue.

The land is currently zoned R-1, One Family Dwelling District in Elkhart County and will remain the R-1 zoning after the annexation. The purpose of this petition is for the church to seek annexation for the ability to receive sanitary sewer service. The additional land not consumed by the septic system field will allow a larger buildable area if and when the church expands the building. The extension of sanitary service will be paid for by the church. City water service currently serves the property.

The annexation request is voluntary. The property meets the contiguity requirement in order to file a petition to seek annexation. The territory to be annexed is 18% contiguous to the current city limit, which is more than the 12.5% contiguous to the current City limits as required in Indiana Code.

As identified in the Fiscal Plan prepared by Baker Tilly, the property is tax exempt. The annexation will result in no impact to the tax rate or tax levy of other taxing units.

STAFF RECOMMENDATION
Staff recommends approval of the annexation as described in the Legal Description contained in the Petition based on the fact that it meets all applicable requirements of IC 36-4-3, and on the following findings of fact:

1. The area to be annexed meets all applicable requirements of IC 36-4-3;
2. The Comprehensive Plan map has not been approved for this area; it is anticipated that the revised map will designate its future land use as residential;
3. The current conditions and the character of future structures is consistent and the City will be enhanced by the annexation;
4. The annexation is in accordance with the most desirable use;
5. The annexation will conserve property values throughout the jurisdiction; and
6. The annexation represents responsible growth and development of the City of Elkhart.

Schaffer asks if there are questions from the Commission.

Jones asked about the photos related to the current cases.

Godlewski responds that the corrected photos should be included with the staff report.

Schaffer calls petitioner forward.

Cliff Schwartz is the pastor of Lighthouse Church and is authorized to act on behalf of the church. We purchased the property in 2018, and we average around 213 members on Sunday mornings. We accept all conditions regarding our operations.

DRAFT

We are currently in the early stages of planning a building expansion. We are connected to city water, and this project would allow us to connect to the city sewer system. Additionally, we set aside 10 percent of all our income for outreach and mission efforts, investing throughout the city of Elkhart.

Schaffer opens for public comments in favor or opposition of the petition.

Schaffer closes the public portion of the meeting.

Schaffer calls for a motion.

Lawson made a motion to approve the fiscal plan with a Do-Pass Recommendation to the Common Council, seconded by Boecher. Motion carries.

Osborne-Yes
Newbill- Yes
Jones- Yes
Boecher- Yes
Lawson- Yes
Murray- Yes

26-Z-03 PETITIONER IS 5211 Middlebury Street-Elkhart LLC and Shah Land Development LLC
PROPERTY IS LOCATED AT 5211 Middlebury Street and 1133 County Road 17
Per Section 29.11.B, Map Amendments, a request to rezone 5211 Middlebury Street and 1133 County Road 17 and – parcels- 20-06-12-226-001.000-011, 20-06-12-276-001.000-011, from PUD, Planned Unit Development District and R-1, One-Family Dwelling District to B-3, Service Business District and M-1, Limited Manufacturing District.

STAFF ANALYSIS
The petitioner is requesting Per Section 29.11.B, Map Amendments, a request to rezone 5211 Middlebury Street and 1133 County Road 17– parcels – 20-06-12-226-001.000-011 and 20-06-12-276-001.000-011, from R-1, One Family Dwelling District and PUD, Planned Unit Development to B-3, Service Business District and M-1, Limited Manufacturing District.

The land contained in this request was annexed to the city in 2015. At the time of petition, the land had a county zoning classification of A-1 and came into the city as an R-1 zoning as the city does not have an A-1 zoning classification. The corner parcel was rezoned earlier this year from R-1 to Planned Unit Development for a commercial development.



This rezoning will establish a new development called Blue Grass Crossing. The development is proposing light manufacturing with commercial and business uses that will integrate well into the existing CR 17 corridor development pattern. This development also calls for a proposed extension of Fremont Court that will run north and south between Middlebury Street and Verdant Drive. This new street will serve as the separation between the proposed manufacturing use to the west and the business/commercial uses on the east. The proposed B-3 rezoning will front CR 17 with the proposed M-1 District west of the new north-south Fremont Court extension. See graphic to the left.

This rezoning request will also rezone from PUD to B-3, the southwest corner of the intersection of CR 17 and Middlebury Street. The development that was proposed for the corner did not materialize and the developer has chosen an alternate path forward for the marketing of the land. The proposed business zoning district is similar to the business district uses across on the east side of CR 17 adjacent in the Parkway at 17 development.

This proposed 65-acre site fills an area void of manufacturing and business development. The immediate area flanked in the north, south and east all have developed in the last 20 years leaving this development as one of the last remaining vacant parcels.

STAFF RECOMMENDATION
The Staff recommends **approval** of the rezoning request based on the following findings of fact:

DRAFT

1. The Future Land Use map for this area has not yet been adopted. It is envisioned the map, when adopted, will call for light manufacturing and service business uses;

2. Current conditions and the character of current structures and uses in each district will not be impacted because the proposed business and manufacturing development will blend well with the surrounding business and manufacturing uses;

3. The B-3, Service Business District and M-1, Limited Manufacturing District does allow for the most desirable uses for which the land can be adapted;

4. The proposed rezoning will preserve the conservation of property values throughout the City because it is adjacent to other business and manufacturing uses;

5. The rezoning of the property to B-3, Service Business District and M-1, Limited Manufacturing District is compatible with the surrounding properties and does reflect responsible growth and development.

Trotter states there were 62 letters mailed, 0 returned

Schaffer asks if there are questions from the Commission.

Schaffer calls petitioner forward.

Debra Hughes from the Surveying and Mapping, located at 2810 Dexter Drive.

Schaffer opens for public comments in favor or opposition of the petition.

Schaffer closes the public portion of the meeting.

Schaffer calls for a motion.

Lawson makes motion to approve with a Do-Pass Recommendation to the Common Council; Second by Newbill. Motion carries.

Murray- Yes
Osborne- Yes
Boecher- Yes
Jones- Yes
Newbill- Yes
Lawson- Yes
Schaffer- Yes

26-SUB-06 PETITIONER IS 5211 Middlebury Street-Elkhart LLC and Shah Land Development LLC
PROPERTY IS LOCATED AT ADDRESS
Per Article 4 of the Subdivision Ordinance, approval of a Preliminary Plat for a 6-1ot, +/- 65.73 acre major subdivision, to be known as 'Bluegrass Crossing,' a part of the Northeast Quarter of Section 12, Township 37 North, Range 5 East, Concord Township, Elkhart County, Indiana.

STAFF ANALYSIS
Per Article 4 of the Subdivision Ordinance, approval of a Preliminary Plat for a 6-1ot, +/- 65.73 acre major subdivision, to be known as 'Bluegrass Crossing,' a part of the Northeast Quarter of Section 12, Township 37 North, Range 5 East, Concord Township, Elkhart County, Indiana.

The petitioner owns two parcels comprising approximately 65.73 acres, that they wish to develop as a 6-lot major subdivision for manufacturing and business uses.

The preliminary plat depicts a six (6) lot major subdivision with a new 80' right of way connector street extended north-south between Middlebury Street and Verdant Drive, as the extension of Fremont Court. A second connector street will connect the extended Fremont Court to County Road 17. The access point at CR 17 will be designed as limited access and will need to be approved by the Board of Public Works.

DRAFT

The storm water retention proposed for the new street (Fremont Court) will be accommodated in a new pond at the south end of the proposed Lot 3. That new pond will be designed with an overflow into the Bullard Ditch – which will need to be approved by County Surveyor's Office. The layout will also include five-foot sidewalks to facilitate pedestrian use. The developer intends to build the street in two phases. The preliminary subdivision calls out an area for a temporary cul-de-sac until the next section of road is built.

The final plat should have easements added for sanitary sewer and water connection as well as the storm water pond.

The petitioner also has a rezoning request (26-Z-03) filed that will be heard under a separate petition. The secondary plat will remain pending until the common council hearing. Should the request be granted, the petitioner may move forward with the final plat.

The project meets the requirements of the Zoning and Subdivision Ordinances including lot size, layout, and street width. It has not yet been submitted to the city's Technical Review for formal review. Staff has had the opportunity for preliminary review around the technical aspects of the project and no issues are anticipated.

STAFF RECOMMENDATION

Per IC 36-7-4-702, a Plan Commission must consider when determining whether to grant primary/preliminary approval of a plat, the Plan Commission shall determine if the plat or subdivision qualifies for primary/preliminary approval under the standards prescribed by the subdivision control ordinance.

Under the 700 Series of the Indiana Code Statues, the review of primary/preliminary plats are ministerial and if the proposed preliminary/primary plat has adhered to all of the requirements prescribed by the subdivision control ordinance, the plan commission must grant approval, thereby,

The City of Elkhart Planning Staff has reviewed the subject petition and recommends **approval** a Preliminary Plat for a 6-1ot, +/- 65.73 acre major subdivision, to be known as Bluegrass Crossing a part of the Northeast Quarter of Section 12, Township 37 North, Range 5 East, Concord Township, Elkhart County, Indiana.

The lots meet the minimum lot area requirements for the M-1, Limited Manufacturing District and B-3, Service Business District;

1. Lots 1 and 3 along Fremont Court proposed industrial lots meet all of the bulk standards of the M-1 Zoning District, Limited Manufacturing District, specifically, minimum lot size, lot frontage, and property development setbacks;

2. Lots 2,4,5, and 6 along County Road 17 proposed commercial lots meet all of the bulk standards of the B-3 Zoning District, Service Business District, specifically, minimum lot size, lot frontage, and property development setbacks;

3. In review of the proposed preliminary plat for a new major subdivision, Staff finds the petitioner has demonstrated compliance with all the enacted regulations of both the City of Elkhart Zoning and Subdivision Control Ordinance.

CONDITIONS

1. The approval is preliminary only. The applicant must submit the required application materials for Final Plat Approval to the Plat Committee as per Article 5 of the Subdivision Ordinance prior to the issuance of any permits for construction or sale of property.

2. Subsequent approvals may be required from the appropriate City Departments. Those approvals may include plans for water supply, storm water retention, sewage disposal, grading, roadway construction and other infrastructure prior to final plat approval.

3. Approval is tentative and shall be valid for a maximum period of twelve (12) months. The City Plan Commission may grant an extension upon written request. If the final plat has not been recorded within the time limit, the primary approval is null and void and the preliminary subdivision plan must be resubmitted for approval.

4. The project must be reviewed and approved through the City's Technical Review process prior to the submission of the final plat to the Plat Committee.

Trotter states there were 62 letters mailed, 0 returned in favor

Schaffer asks if there are questions from the Commission.

DRAFT

Newbill is seeking clarification on the staff recommendation concerning IC 36-7-4-702. Is the correct number 26 or 36.

Petter replies 36

Schaffer points out in the staff report that the rezoning is currently pending. If the council decides not to proceed with the rezoning, the preliminary subdivision would become null and void, as we would not be able to sign a plat that does not comply with R1 zoning regulations.

Schaffer calls petitioner forward.

Debra Hughes Surveying and Mapping, located at 2810 Dexter Drive, is representing the petitioner in a subdivision proposal for six lots. This includes three B3 lots along the frontage of County Road 17 and two M1 lots on a new road that would extend Fremont Court northward on the west side of the property. These proposed lots reflect the adjoining land uses.

Schaffer opens for public comments in favor or opposition of the petition.

Schaffer closes the public portion of the meeting.

Schaffer calls for a motion.

Osborne makes motion to approve with a Do-Pass Recommendation; Second by Jones. Motion carries.

Osborne-Yes
Boecher-Yes
Newbill- Yes
Jones- Yes
Lawson-Yes
Murray- Yes
Schaffer-Yes

STAFF ITEMS

26-SI-08
Approval of proposed addresses for the City of Elkhart.

STAFF ANALYSIS
The Planning and Zoning Department is requesting approval of the addresses that have been reserved for structures in the City of Elkhart.

Residential

"

Residential Subdivision

Commercial

998 South Main Street	Electric Service Pedestal	20-06-08-231-013.000-012

Industrial

2325 County Road 6 West	Correction Certificate	20-01-25-200-014.000-006

Schaffer asks if there are questions from the Commission.

Schaffer calls for a motion.

DRAFT

Jones makes motion to approve; Second by Boecher. Motion carries.

ADJOURNMENT

Schaffer calls for a motion to adjourn meeting. Lawson approves motion to adjourn, and is seconded by Jones. Meeting is adjourned and all are in favor.

_____ _____

Jeff Schaffer, President **Diana Lawson, Secretary**

DRAFT

City of Elkhart

Staff Report

Planning & Zoning

Petition:	26-X-03
Petition Type:	Special Exception
Date:	Plan Commission: November 2, 2026; Board of Zoning Appeals November 12, 2026
Petitioner:	Elkhart Clinic Building, LLC
Site Location:	2310 Lexington Avenue
Request:	Per Section 11.3, B-1, Neighborhood Business District, Special Exception Uses, (11.3.A) Churches to allow for the establishment of a new church at 2310 Lexington Avenue.
Existing Zoning:	B-1, Neighborhood Business District
Size:	+/- 0.93 acres
Thoroughfares:	West Lexington Avenue and Bel Air Drive
School District:	Elkhart Community Schools
Utilities:	Available to site.

Surrounding Land Use & Zoning:
The property is surrounded by a mix of commercial and residential uses zoned B-1, Neighborhood Business District, B-3, Service Business District, OP, Office Park District, PUD, Planned Unit Development and R-2, One-Family Dwelling District.

Applicable Sections of the Zoning Ordinance:
Enumerated in request.

Comprehensive Plan:
The Comprehensive Plan calls for this area to be developed with commercial uses.



Staff Analysis

The request is per 11.3, Special Exception Uses, (11.3 A) Churches to allow for the establishment of a new church at 2310 Lexington Avenue.

The petitioner is under contract to purchase the commercial building with the intent of renovating the building to use as a church. This building was previously used for medical offices. The applicant is proposing some interior remodeling to open the floor plan to accommodate the new use as a place of worship. The floor plans provided show several existing offices that will be removed to create a large gathering/congregation space. Some of the current office space will remain. At this time, no proposals were made for changes to the exterior of the building.

The site has thirty-three parking spaces, which are the spaces shown entirely within the property excluding any shared parking. Based on current parking requirements, the current parking configurations will accommodate around 132 people based on 33 spaces. The proposed church has been established and has a congregation of 40 people. The neighbor to the west at 2320 Lexington has an approved permit to install a fence on the common lot line in the rear yard behind the buildings.

The staff recommend **approval** of the petition

Recommendation

Staff recommends **approval** of the request based on the following findings of fact:

1. The Special Exception is so defined, located and proposed to be operated that the public health, safety and welfare **will be** protected. This proposed use will exist in the existing building and have only minor interior modifications for a church. Any major impacts will be negligible as this proposed use will fit well into the space and will have less of an impact that of an office space;

2. The Special Exception **will not** reduce the values of other properties in its immediate vicinity because use of the building and property will be off peak times during the evening and weekends;

3. The Special Exception **shall** conform to the regulations of the zoning district in which it is to be located because it will not generate adverse effects on adjacent properties in the form of noise, smoke, or odor.

Conditions

NONE

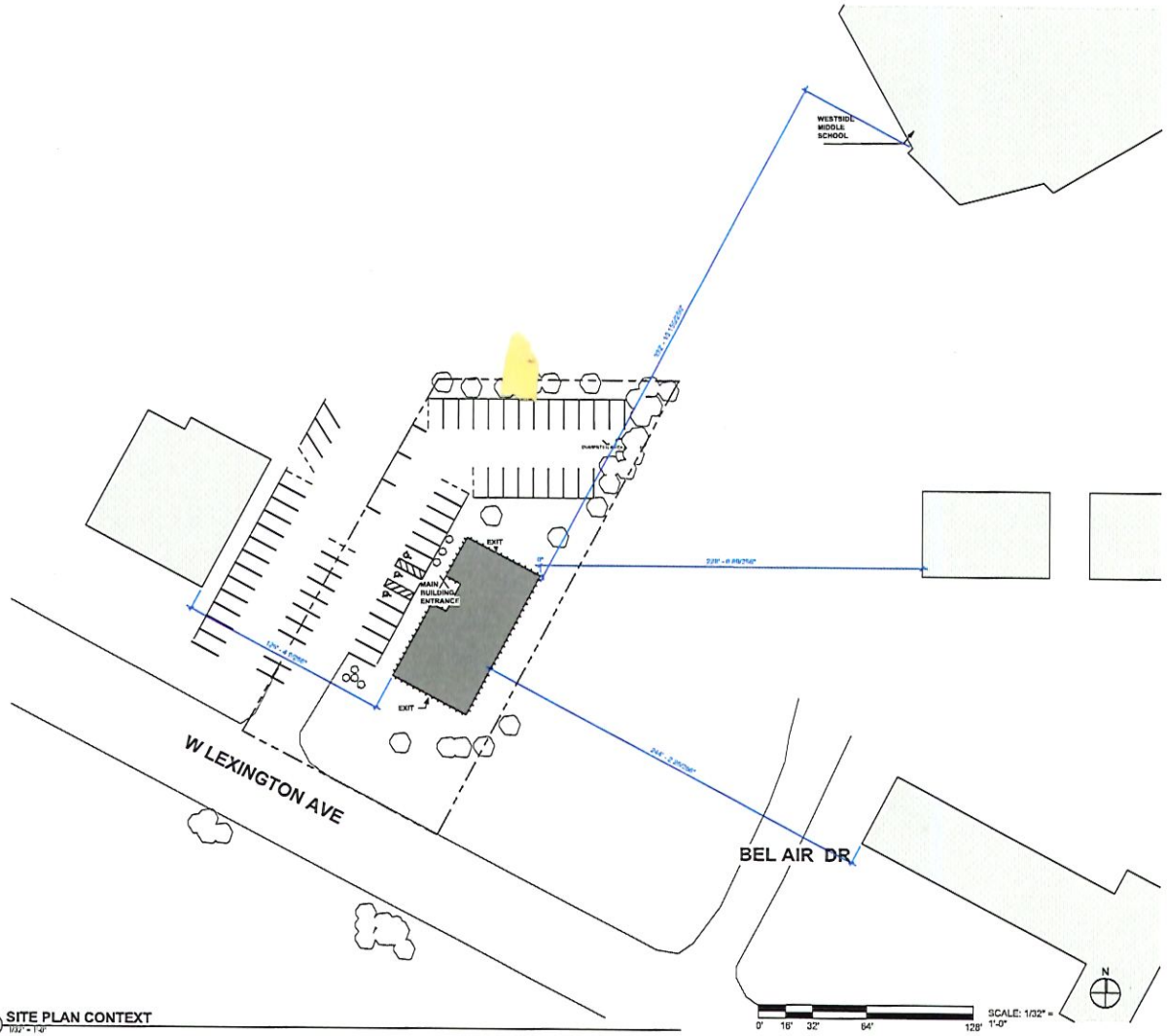
Photos



Google Street View – Looking West @ 2310 Lexington from Bel Air Dr.



Google street view – Looking North from Lexington @ 2310 Lexington



1 SITE PLAN CONTEXT
1/32" = 1'-0"

2310 W Lexington Ave- Word Of Faith H. C

ELKHART, INDIANA

Project Number
#####

SITE PLAN CONTEXT

Project Status
DATE: Issue Date

No.	Description	Date

A1.0A

PETITION #: 26-X-03 **FILING FEE: $** 300.00

PETITION for APPEAL to the BOARD of ZONING APPEALS

PETITION TYPE: SPECIAL EXCEPTION

Property Owner(s): Elkhart Clinic Building, LLC

Mailing Address: [redacted]

Phone #: [redacted] Email: [redacted]

Contact Person: Jacqueline A. Zelmer Carmen Ramirez

Mailing Address: 303 S. Nappanee St Elkhart, IN 46514

Phone #: [redacted] Email: [redacted]

Subject Property Address: 2310 Lexington Ave, Elkhart, IN 46514

Zoning: Commercial

Present Use: Vacant Proposed Use: Church

NOTE: The petitioner is the legal property owner of record, or a certified representative, and agrees the above information is accurate. Failure to provide a legal signature or accurate information will make this application null and void.

PROPERTY OWNER(S) OR REPRESENTATIVE (PRINT): Elkhart Clinic Building, LLC

SIGNATURE(S): Jacqueline A. Zelmer, Controller Jacqueline A. Zelmer, Controller DATE: 9.28.26

STAFF USE ONLY:

Staff Checklist for the applicant's submittal of a complete Petition to the Board of Appeals docket:

_____ One copy of the Appeal Letter signed in ink by the owner (or representative) of the property.

_____ A completed Petition form signed by the legal owner of record (or approved representative).

_____ If any person other than the legal owner or the legal owner's attorney files the appeal, written and signed authorization from the property owner must be supplied.

_____ A full and accurate legal description of the property.

_____ One to scale drawing of the property, measuring 11" x 17" or smaller. If larger than 11" x 17", 12 copies must be submitted.

_____ Optional: any supplementary information the applicant may wish to include.

Ordinance Requirement: Section(s): _____

Map #: _____ Area: _____

RECEIVED BY: _____ DATE: _____

ELKHART CLINIC
Your Partner for a Healthy Life

Elkhart Clinic Building LLC
2310 W Lexington Ave
Elkhart, IN 46514

September 28, 2026

Plan Commission and Board of Zoning Appeals
City of Elkhart
Elkhart, Indiana

Re: 2310 Lexington Avenue, Elkhart, Indiana

To Whom It May Concern:

I/We, Elkhart Clinic Building LLC, as the current owner of the property located at **2310 Lexington Avenue, Elkhart, Indiana** (the "Property"), hereby acknowledge that the Property is currently under contract for sale to Word of Faith Happy Church.

The prospective buyer intends to seek the approvals necessary from the City of Elkhart to allow the Property to be used in a manner suitable for its intended church and related uses. Because the prospective buyer does not yet own the Property, this letter is being provided to confirm the owner's permission for the buyer and its representatives to pursue the applicable land-use, zoning, Plan Commission, Board of Zoning Appeals, and/or other municipal approvals associated with the buyer's proposed use of the Property.

The owner hereby authorizes **Sara Koziel** to represent the owner/seller as necessary in connection with the pending sale and the buyer's application for such approvals.

The owner further authorizes **Carmen Ramirez**, as representative of the prospective buyer, to prepare, submit, and pursue the applicable application(s) with the City of Elkhart and to be identified as a secondary contact for purposes of the application and approval process.

This authorization is provided solely to facilitate the prospective buyer's pursuit of governmental approvals prior to closing. It does not constitute a representation or warranty by the owner regarding the suitability of the Property for the buyer's intended use or the likelihood that any requested approval will be granted. It also does not authorize the buyer or its representatives to make physical alterations to the Property or otherwise bind the owner to any obligation or expense without the owner's separate written consent.

Legal Description of Property:
A part of the Southeast Quarter of Section 1, Township 37 North, Range 4 East, in Elkhart County, Indiana, more particularly described as follows:

Beginning at a point on the centerline of the highway known as U.S. No. 20, 1284.11 feet Northwest of the intersection of said centerline of said highway with the East line of said Quarter Section, said point being 112.89 feet Southeast of the Southwest corner of the tract of land deeded to George C. Bock as recorded in Deed Record 110 at page 430 in the records of the Elkhart County Recorder; thence Northwardly at right angles to said U. S. Highway No. 20, 266.97 feet to the North line of Bel Air Drive

(formerly Florence Avenue) if extended Westwardly; thence Eastwardly along the North line of Bel Air Drive if extended Westwardly, 144.13 feet; thence Southwestwardly at right angles to the centerline of said U. S. Highway No. 20, 333.67 feet to the centerline of said U. S. Highway No. 20; thence Northwestwardly along the centerline of said U.S. Highway No. 20, 127.80 feet to the place of beginning.

This authorization shall remain effective during the pendency of the purchase agreement unless earlier revoked in writing by the owner.

Sincerely,

Jacqueline A. Zelmer
Controller
9/28/26

AFFIDAVIT IN SUPPORT OF SPECIAL EXCEPTION PETITION

I, Jacqueline Zelmer (Controller for Elkhart Clinic Building, LLC), being first duly sworn upon his/her oath deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, would testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the matters contained herein.
2. I make this affidavit in support of my special exception petition filed contemporaneously herewith.
3. I am now and at all times relevant herein have been, the owner of record of the property located at 2310 Lexington Ave. Elkhart, Indiana.
4. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 28th day of Sept, 2026.

Jacqueline Zelmer

Printed: Jacqueline A. Zelmer

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Jacqueline Zelmer

Printed: Jacqueline A. Zelmer

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for the State of Indiana, personally appeared Jacqueline Zelmer, and acknowledged his/her execution of the foregoing. Subscribed and sworn to before me this 28 day of Sept, 2026.

Charlotte A. Mattei

Printed: Charlotte A. Mattei

My Commission Expires:

May 21, 2028

CHARLOTTE A. MATTEI
Notary Public, State of Indiana
Elkhart County
Commission # NP0726961
My Commission Expires
May 21, 2028

Notary Public in and for the State of Indiana
Resident of Elkhart County, Indiana

Docusign Envelope ID: B5C6FD17-A6C0-8B52-830C-0C1674B64EB0

Listing Broker (Co.) BRADLEY COMPANY ( ) By John Jessen ( )
office code individual code

Selling Broker (Co.) St. Joseph Realty group ( ) By Carmen Ramirez ([redacted])
office code

PURCHASE AGREEMENT

COMMERCIAL-INDUSTRIAL REAL ESTATE

For use only by members of the Indiana Association of REALTORS®

DATE September 22, 2026

A. **PARTIES:** Elkhart Clinic Building LLC ("Seller")
agrees to sell and convey to Word of Faith Happy Church ("Buyer")
and Buyer agrees to buy from Seller the following property for the consideration and subject to the following:

B. **PROPERTY:** The property is commonly known as 2310 W Lexington Ave
2310 W Lexington Ave, Elkhart, IN 46514,
in Cleveland Township, Elkhart County, Elkhart Indiana, 46514.
including all buildings and permanent improvements and fixtures attached owned by Seller; all privileges, easements and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, rights-of-way, leases, rents, security deposits, licenses and permits with respect to the property, trade name, and warranties or guaranties relating to the property being sold, and any personal property specified herein; all of the above referred to as the "Property," the legal description of which is ☐ **(attached as Exhibit "A")** ☒ **(described as follows):** 127.80X266.97X144.13X333.67 - 1284.11FT NW INTERSECTION OF HWY WITH E LINE 1/4 SEC - SEC 1 .93A; subject to exact determination by survey pursuant to Paragraph J.

The following items of personal property are INCLUDED in the sale: .

All other personal property and the following additional items are EXCLUDED from the sale: .

Within 5 days from the Effective Date (defined below), Seller shall provide Buyer the items, if in its possession or control, described on Exhibit "B" attached hereto. Buyer agrees to keep all items provided by Seller, including, but not limited to those items described in Exhibit "B" strictly confidential except to the extent shared with Buyer's consultants and agents, who shall be bound to Buyer to keep same confidential. Notwithstanding anything to the contrary contained herein, Buyer acknowledges that any information, engineering data, feasibility or marketing reports, soils reports, or other information of any kind or nature relating to the Property contained in the reports which Buyer has received or may receive from Seller or its agents, is, will be, or has been furnished on the express condition that Buyer shall make its own independent verification of the accuracy of the information. Buyer agrees that Buyer shall not attempt to assert any liability against Seller by reason of Seller's having furnished such information or by reason of any such information becoming or proving to have been incorrect or inaccurate in any respect.

C. **PRICE:** The purchase price shall be Three Hundred Thousand Dollars ($ 300,000.00) U.S. Dollars, payable ☐ **(in cash at closing)** ☒ **(in accordance with the terms and conditions in this Agreement).**

D. **EARNEST MONEY:** Buyer submits $ 3,000.00 U.S. Dollars as Earnest Money to be held by as Escrow Agent within 3 days following execution and receipt of this Agreement and any counteroffer by both parties (the "Effective Date"). **If Buyer fails for any reason to timely submit Earnest Money, Buyer agrees Seller may terminate this Agreement by serving a Notice of Termination to Buyer prior to Escrow Agent's receipt of the Earnest Money.** The Earnest Money shall be applied to the purchase price at closing unless returned to Buyer, released to Seller, or otherwise disbursed in accordance with this Agreement. The Escrow Agent is not a party to this Agreement and does not assume or have any liability for performance or non-performance of any party. Before the Escrow Agent has any obligation to disburse the Earnest Money in the event of dispute, Escrow Agent has the right to require from all parties a written release of liability of the Escrow Agent, termination of the Agreement and authorization or court order to disburse the Earnest Money. If the Escrow Agent is the Listing Broker ("Broker") described above, Broker shall be absolved from any responsibility to make payment to the Seller or Buyer unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding the earnest money may release the Earnest Money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail of the intended payee of the Earnest Money. If neither Buyer nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may release the Earnest Money to the party identified in the certified letter. Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of Earnest Money in accordance with this Agreement and licensing regulations.

E. **ADDITIONAL PROVISIONS: Included in this Agreement are the following addenda: (Place an "X" on the appropriate line or lines)**

- X Financing Addendum
- ___ Leased Property Addendum
- ___ Zoning/Governmental Approval Addendum
- ___ Alternative Dispute Resolution Addendum
- ___ Addendum to Purchase Agreement
- ___ Feasibility Study Addendum
- ___ Exchange Addendum
- ___ Representations & Warranties of Seller Addendum
- ___ Lead-Based Paint Disclosure Addendum

F. **SELLER CONTRIBUTIONS:**

☐ 1. **SELLER CONCESSIONS:** Seller shall provide an allowance to up $ U.S. Dollars or % of purchase price to

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be used by Buyer toward any allowed closing costs.

☒ **2. BUYER BROKER COMPENSATION**: Seller to pay Buyer Broker in the amount of $_____ U.S. Dollars or 3.000 % of purchase price. The payment of compensation does not create an agency relationship between Buyer Broker and Seller.

G. CLOSING: The closing of the sale shall take place at ☒ **(the Title Company)** ☐ (_____ _____) on or before November 30, 2026 or within 3 days after the end of both the Inspection Period and any of the periods described in any of the above referenced Addenda which are part of this Agreement, whichever is later, (the "Closing Date") or this Agreement shall terminate unless the Closing Date is changed in writing by Seller and Buyer, or otherwise extended pursuant to this Agreement.

H. POSSESSION: The possession of the Property shall be delivered to Buyer, subject to the rights of tenants in possession, if any, in its present condition, ordinary wear and tear excepted, on the Closing Date. Seller shall maintain the Property, including fixtures, equipment and any included personal property in its present condition except ordinary wear and tear, until possession is delivered to Buyer. Seller shall not enter into any leases, lease amendment, lease terminations or any service agreements for the Property without Buyer's consent.

I. REAL ESTATE TAXES: (Check paragraph 1, 2, or 3 below)

☐ 1. Current Year (Lien Basis in Arrears) Indiana Customary Proration: The taxes assessed for the current year, due and payable in the year following closing, shall be prorated between Seller and Buyer on a calendar year basis as of the day immediately prior to the Closing Date. All taxes assessed for any prior calendar year and remaining unpaid shall also be paid by Seller.

☒ 2. Prior Year (Cash Basis) Proration When Taxes Are Paid: The taxes assessed for the year prior to closing, due and payable during the year of closing, shall be prorated between Seller and Buyer on a calendar year basis as of the day immediately prior to the Closing Date. Buyer shall be responsible for all taxes assessed for the current year due and payable in the year following closing.

☐ 3. Installment Basis: Buyer will assume and pay all taxes on the Property beginning with the tax installment due and payable on _____and all taxes due thereafter. Seller shall pay all taxes for the Property due and payable before such tax installment not assumed by Buyer.

For Purposes of 1, 2, and 3 above:

(A) If the tax rate or assessment for taxes assessed or payable in the year of closing has not been determined as of the Closing date, the assessment or rate shall be assumed to be the same as the most recent assessment or rate.

(B) Taxes which are Seller's responsibility and not yet due as of the Closing Date, shall be credited against the purchase price or cash portion thereof payable by Buyer at closing, and Seller shall have no further liability for such taxes.

(C) All taxes due and payable on or prior to the Closing Date and shall be paid at or before closing and charged at closing to the responsible party.

(D) Buyer shall have the right to assume control and responsibility of all real estate tax appeals, and any rebates, refunds or credits shall be prorated between Seller and Buyer as of the Closing Date.

(NOTE: The succeeding year's tax bill for recently constructed buildings or following reassessment periods may greatly exceed the last tax bill available to the closing agent.)

J. INSURANCE AND RISK OF LOSS: Seller shall maintain replacement cost (if available) or actual cash value "all risk" insurance on the Property through the Closing Date. Seller's insurance shall be canceled as of the Closing Date and Buyer shall provide its own insurance thereafter. Risk of loss by damage or destruction to the Property prior to the Closing Date shall be borne by Seller. Seller shall promptly provide Buyer with all insurance policies in its possession and if not in its possession, shall request the same from its insurance agent and correspondence received or sent by Seller or its agent or insurance company relating to the Property and the damage. Seller shall timely file a claim with its insurance company and shall not settle any claim with the insurance company without Buyer's written consent. In the event any damage or destruction is not anticipated to be fully repaired prior to closing, Buyer, at its option, within 15 days following the damage or destruction, may, by notice to Seller, either terminate this Agreement or elect to close the transaction, in which event Seller's right to all insurance proceeds not yet applied to repair of the damage or destruction shall be assigned in writing by Seller to Buyer at closing. Seller shall reimburse Buyer at closing for any insurance deductible.

K. CONDITIONS TO CLOSING: Buyer's obligations under this Agreement are conditioned upon satisfaction of each of the following items which are for the Buyer's benefit and may be waived by Buyer at Buyer's sole discretion within 20 days following the Effective Date (the "Inspection Period").

1. **Title Commitment:** A commitment for title insurance (the "Commitment") issued by a reputable title insurance company selected or approved by Buyer (the "Title Company") showing marketable title in Seller's name shall be ordered by ☒ **(Seller)** ☐ **(Buyer)** promptly following the Effective Date upon acceptance of this Agreement and shall be delivered to Buyer within 10 days following the Effective Date. At Buyer's request, legible copies of all recorded instruments affecting the Property or recited as exceptions in the Commitment shall also be delivered.
2. **Survey:** A survey shall be ordered by Buyer promptly following the Effective Date and shall be furnished at ☐ **(Seller's)** ☐ **(Buyer's)** expense within _____days after the Effective Date. It shall be prepared by a licensed Indiana surveyor selected by Buyer, shall comply with requirements for ALTA Surveys, shall reflect whether the Property is located in a designated flood zone area and shall be certified to Seller, Buyer, the Title Company and Buyer's lender.
3. **Title and Survey Approval:** If Buyer has an objection to items disclosed in the Commitment or the survey, Buyer shall make written objections to Seller within 2 days after receipt of both the Commitment and survey. Upon the expiration of such period, any item not objected to by Buyer or subsequently approved by Buyer in writing shall be deemed a permitted exception ("Permitted Exception"). If Buyer makes objections, Seller shall notify Buyer of its intent and have thirty (30) days from the date the objections are made ("Seller Cure Period") to cure those Seller is willing to cure, and the Closing Date shall be extended, if necessary. Seller shall not have any responsibility or duty to cure any objections. If the objections are not satisfied within the time period, Buyer may, within 5 days following the Seller Cure Period, either terminate this Agreement and receive a refund of the Earnest Money or waive the unsatisfied objections and close the transaction.
4. **Inspections: (Check paragraph (A) and/or (B) or paragraph (C) below)** Unless Buyer waives inspections under

paragraph (C), Buyer shall have determined that the Property has no unacceptable, adverse environmental or physical condition as provided below.

☒ (A) **Environmental Assessment:** A Phase I environmental site assessment ("Phase I") on the Property shall be ordered by ☐ **(Seller)** ☒ **(Buyer)** promptly following the Effective Date at ☐ **(Seller's)** ☒ **(Buyer's)** expense from a reputable, qualified engineer, acceptable to Buyer and shall be received by Buyer within 20 days following the Effective Date (the "Environmental Report Date"). The Phase I shall be conducted in accordance with current ASTM standards unless otherwise agreed and may also include at Buyer's option the following matters:

(1) an investigation for the presence of asbestos, radon, lead or polychlorinated biphenyls (PCBs) on the Property; and/or

(2) an investigation to determine if the Property is located in any regulated or protected area under the jurisdiction of the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the Indiana Department of Environmental Management, the Indiana Department of Natural Resources, the U.S. Fish and Wildlife Service or any other federal, state or local agency.

If Buyer does not make a written objection to any problem(s) revealed in the report prior to the end of the Environmental Report Date, the environmental condition of the Property shall be deemed to be acceptable. If Buyer notifies Seller that the environmental condition is unsatisfactory prior to the end of the Environmental Report Date ("Buyer's Environmental Notice"), Seller shall notify Buyer of its intent to remediate such condition (the "Seller's Environmental Response") within 5 days following receipt of Buyer's Environmental Notice and shall have a reasonable period of time, not to exceed 10 days following Seller's Environmental Response to remediate the condition to Buyer's satisfaction and the Closing Date shall be extended, if necessary. If Seller fails or refuses to remediate, Buyer may upon notice to Seller within 10 days of Seller's Environmental Response either terminate this Agreement and receive a refund of the Earnest Money or waive its objection and close the transaction.

☒ (B) **Physical Inspections:** Promptly upon acceptance of this Agreement, all physical inspections shall be ordered at ☐ **(Seller's)** ☒ **(Buyer's)** expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, mold, water, storm and waste sewer, well/septic, geotechnical, other: _____. If Buyer, in its reasonable discretion, believes that an inspection report reveals a major defect in or with the Property, Buyer shall report such defect in writing to Seller within 5 days of receipt of the report. If Buyer does not make a written objection to any problem(s) revealed in the report(s) within such time period, the Property shall be deemed acceptable to Buyer. Seller shall notify Buyer of any repairs it intends on making and shall have a reasonable period of time, not to exceed 5 days following receipt of any objections by Buyer prior to such time period, to repair any such major defect to Buyer's reasonable satisfaction and the Closing Date shall be extended, if necessary. Seller shall have no responsibility or duty to make any repairs. If Seller fails or refuses to repair, Buyer, within 10 days following Seller's notice of any repairs it intends on making, may either terminate this Agreement and receive a refund of the Earnest Money or waive its objection and close the transaction.

☐ (C) **Waiver of Inspections:** BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTION DISCLOSING THE CONDITION OF THE PROPERTY ARE AVAILABLE, AND BUYER HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE SUCH INSPECTIONS AS A CONDITION OF THIS AGREEMENT. HOWEVER, BUYER WAIVES THE RIGHT TO OBTAIN INSPECTIONS AND RELIES UPON THE CONDTION OF THE PROPERTY BASED UPON BUYER'S OWN EXAMINATION AND RELEASES SELLER AND LISTING AND SELLING BROKER(S) FROM ANY AND ALL LIABILITY RELATING TO ANY PROBLEM, DEFECT OR DEFICIENCY AFFECTING THE PROPERTY, WHICH RELEASE SHALL SURVIVE THE CLOSING.

☐ (D) Buyer on behalf of itself and its successors and assigns acknowledges it is acquiring the Property "AS-IS" and has determined to purchase the Property fully understanding (i) the physical condition of the Property including, without limitation, all seismic elements, the environmental condition of the Property and hazardous materials on, under or about the Property (collectively the "Condition"), and (ii) any law or regulation applicable to the Property, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C Section 9601, et. seq.), the Clean Water Act (33 U.S.C Section 1251, et seq.), the Safe Drinking Water Act (42 U.S.C. Section 300f, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.) and the Toxic Substances Control Act (15 U.S.C Section 2601, et seq.) and any other federal, state or local laws relating to the environment, natural resources, or public health and safety (collectively the "Laws"). Buyer on behalf of itself and its successors and assigns waives its right to recover from, and forever releases and discharges, Seller, Seller's affiliates, Seller's investment manager, management company, broker, and the partners, trustees, beneficiaries, shareholders, members, managers, directors, officers, employees and agents of each of them, and their respective heirs, successors, personal representatives and assigns, from and against any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising out of, relating to or resulting from the Condition or the Laws. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS CHOICE IN CONNECTION WITH THIS AGREEMENT AND THAT SUCH COUNSEL HAS EXPLAINED TO BUYER THE PROVISIONS OF THIS SECTION 4(D).

Buyer and its agents shall have the right to enter upon the Property upon reasonable advance notice and make all inspections provided for herein. Buyer shall restore any damage to the Property resulting from the entry of Buyer or its agents to Seller's satisfaction and shall indemnify, defend and hold harmless Seller as to any injury to persons or damage to their property resulting from the negligence of Buyer or its agents in conducting their activities on the Property. Prior to accessing the Property, Buyer shall provide Seller with evidence of commercial general liability insurance of not less than $1,000,000.00 and naming Seller as an additional insured. These obligations shall survive termination of this Agreement or Closing.

L. PRORATIONS AND SPECIAL ASSESSMENTS: Interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to the Closing Date. Any special assessments applicable to the Property for municipal improvements made to benefit the Property prior to the date of acceptance of this Agreement shall be paid by Seller at or before closing. At closing, Buyer will assume and agree to pay all special assessments for municipal improvements which are completed after acceptance of this Agreement.

M. SALES EXPENSES: All sales expenses are to be paid in cash prior to or at the closing as follows in addition to the other items described in this Agreement.

ITEM	(Check the applicable party who pays) Seller	Buyer
1. Release of existing loans and recording releases	X	
2. Closing Fee	X	X
3. Preparation of Deed and Vendor's Affidavit	X	
4. New or assumed loan fees		X
5. Title search fee	X	
6. Title Policy Premium-Owner	X	
7. Title Policy Premium-Lender		X
8. Other Title Company Costs	X	

N. DEFAULT: If Buyer breaches this Agreement, Seller may seek any remedy provided by law or equity, or terminate this Agreement and receive the Earnest Money as liquidated damages. If Seller breaches this Agreement, Buyer may terminate this Agreement and receive a refund of the Earnest Money, or Buyer may seek specific performance as its sole remedy at law or in equity. In the event of Seller default, Seller shall immediately be obligated to pay all brokerage commissions that would have been paid had this transaction closed. In the event of Buyer default, commissions may also be due and payable pursuant to the terms of the applicable brokerage agreements.

O. DUTIES OF BUYER AND SELLER AT CLOSING:

1. At the closing, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole cost and expense, except as otherwise provided in this Agreement, the following:

(A) A duly executed and acknowledged Special Warranty Deed conveying marketable title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except Permitted Exception(s);

(B) A pro-forma Owner's Policy of Title Insurance or marked up title commitment (the "Title Policy") issued by the Title Company in the amount of the purchase price, dated as of closing, insuring Buyer's fee simple title to the Property to be marketable subject only to the Permitted Exception(s), and deleting the standard printed exceptions contained in the usual form of the Title Policy;

(C) An executed Vendor's Affidavit in form acceptable to the Title Company;

(D) A Bill of Sale, duly executed by Seller, containing warranties of title, conveying title, free and clear of all liens, to any personal property specified in Paragraph B;

(E) An assignment (the "Assignment"), duly executed by Seller, of leases, prepaid rents, security deposits, and trade name, and to the extent assignable, licenses and permits, warranties or guarantees, and to the extent agreed to be assumed by Buyer, all service, maintenance, management or other contracts relating to the ownership or operation of the Property. Such assignment shall include an indemnity from Seller in favor of Buyer with respect to all claims and obligations arising under such leases and contracts prior to the Closing Date. If Buyer does not agree to assume any such contract, then Seller shall deliver evidence of termination of such contract at closing and shall indemnify Buyer as to all claims and obligations thereunder;

(F) A current rent roll duly certified by Seller and any security or tenant deposits, if applicable;

(G) Evidence of its capacity and authority for the closing of this transaction;

(H) Certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property Tax Act, or consent to withhold tax from the proceeds of sale as required, unless it is established that the transaction is exempt;

(I) A Sales Disclosure Form as required by law ("SDF").

(J) All other executed documents necessary to close this transaction.

2. At the closing, Buyer shall perform, at Buyer's sole cost and expense, except as otherwise provided in this Agreement, the following:

(A) Pay the cash portion of the purchase price in the form of a cashier's check (if the Purchase Price is under $10,000) or other immediately availablefunds. If purchaseprice is $10,000 or more, the funds shall be wired unconditionally to closing agent's escrow account;

(B) Execute any note(s) and mortgage(s) and cause the funds to be made available to the closing agent for disbursement;

(C) Provide evidence of its capacity and authority for the closing of this transaction;

(D) Provide to Buyer's lender any title policy as required by the holder(s) of the mortgage(s);

(E) The Assignment. Such assumption agreement shall include an indemnity from Buyer in favor of Seller as to claims and obligations arising under such leases and contracts assumed by Buyer from and after the Closing Date;

(F) The SDF.

(G) Execute all other documents necessary to close this transaction.

P. CONDEMNATION: Seller shall promptly notify Buyer in writing of the commencement of any condemnation proceedings against any portion of the Property. If such condemnation proceedings are commenced, Buyer, at its option, may (1) terminate this Agreement by written notice to Seller within seven (7) days after Buyer is advised of the commencement of condemnation proceedings, or (2) appear and defend in any condemnation proceedings, and any award shall, at Buyer's election, (a) become the property of Seller and reduce the purchase price by the same amount or (b) shall become the property of Buyer and the purchase price shall not be reduced.

Q. MISCELLANEOUS:

1. Any notice required or permitted to be delivered shall be deemed received when personally delivered or when confirmed as received by facsimile (with a copy sent by United States mail), express courier or United States mail (postage prepaid, certified and return receipt requested) addressed to Seller or Buyer or their designee at the address set forth below the signature of each party. If no address is listed, then the address of the registered agent filed with the applicable Secretary of State for entities and the address of his/her broker for any individual.
2. This Agreement shall be construed in accordance with the laws of the State of Indiana.
3. Time is of the essence. Time periods specified in this Agreement and any addenda are calendar days and shall expire at 11:59 p.m. of the date stated unless the parties agree otherwise in writing.
4. This Agreement is binding upon and for the benefit of the parties' respective heirs, administrators, executors, legal representatives, successors, and assigns. Buyer may not assign this Agreement without the consent of Seller. No assignment of this Agreement shall release a party from liability for its obligations hereunder.
5. If any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality,

or unenforceability shall not affect any other provision.

6. This Agreement constitutes the entire agreement of the parties and cannot be changed except by their written consent.
7. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a Multiple Listing Service or other advertising media, if any, to publish information regarding this transaction.
8. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, surveyors, engineers, consultants, environmental inspectors and contractors. Broker(s) has no responsibility for the performance of any service provider and/or inspector. Buyer and Seller are free to select providers/inspectors other than those referred or recommended to them by Broker(s).
9. Buyer discloses to Seller that Buyer is licensed and holds License # _____. Seller discloses to Buyer that Seller is licensed and holds License # _____.
10. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C. 25-34.1-10-6.8.
11. Any party who is the prevailing party against any other party in any legal or equitable proceeding relating to this Agreement shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.
12. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. Each person executing this Agreement on behalf of a party represents and warrants that he or she has been authorized by all necessary action to execute and deliver this Agreement on behalf of such party.

R. SECTION 1031 EXCHANGE: Buyer and Seller acknowledge that either might wish to complete the transaction contemplated hereby as part of a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code. Buyer and Seller each shall cooperate with the other's 1031 exchange and execute any documents reasonably required in connection therewith, provided no liability, delay or cost is associated therewith or results therefrom. In the case of any such 1031 exchange this Agreement may be assigned to the qualified intermediary in such transaction.

S. FURTHER CONDITIONS (List any additional provisions): **Buyer is contingent of the approval of the intent of use.**

T. CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this document, they should seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the condition of the property, including the possible presence of asbestos, hazardous and/or toxic materials and underground storage tanks.

U. CONFIRMATION OF AGENCY RELATIONSHIPS: Buyer and Seller acknowledge that each has received agency office policy disclosures, had agency explained and now confirm their agency relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction.

V. TERMINATION OF OFFER: Unless accepted by Seller and delivered to Buyer by **9:00** ☐ (A.M.) ☒ **(P.M.)** ☐ **(Noon)**, the **26th** day of **September**, **2026**, this Purchase Agreement shall be null and void and all parties shall be released of any and all liability hereunder.

[redacted] 09/22/26 [redacted] 09/22/26

BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

Word of Faith Happy Church **Word of Faith Happy Church**

PRINTED PRINTED

(AREA CODE) TELEPHONE NUMBER/FAX NUMBER (AREA CODE) TELEPHONE NUMBER/FAX NUMBER

BUYER'S ADDRESS FOR NOTICE PURPOSES

ACCEPTANCE OF PURCHASE AGREEMENT

SELLER'S RESPONSE: (Check appropriate paragraph number):

On 9/24/2026 | 9:37 AM EDT **, at** _____ ☐ **A.M.** ☐ **P.M.** ☐ **Noon**

☐ **1. The above offer is Accepted.**

☐ **2. The above offer is Rejected.**

Signed by:
[redacted] **Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter Offer.**
9/24/2026 | 9:37 AM EDT

SELLER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
Sara Koziel			
PRINTED		PRINTED	
574-296-3381			
(AREA CODE) TELEPHONE NUMBER/FAX NUMBER		(AREA CODE) TELEPHONE NUMBER/FAX NUMBER	

303 S. Nappanee St. Elkhart, IN 46514
SELLER'S ADDRESS FOR NOTICE PURPOSES

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PURCHASE AGREEMENT EXHIBIT A

COMMERCIAL-INDUSTRIAL REAL ESTATE

For use only by members of the Indiana Association of REALTORS®

Property Legal Description: 127.80X266.97X144.13X333.67 - 1284.11FT NW INTERSECTION OF HWY WITH E LINE 1/4 SEC - SEC 1 .93A

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(1) All leases and service or maintenance contracts, including all amendments and modifications of any of the foregoing for the Property;

(2) The most recent title insurance policy relating to the Property, together with all documents evidencing the title exceptions referenced therein or to be referenced in the Title Commitment;

(3) The prior Survey, if any;

(4) Copies of all environmental reports, soil reports and engineering reports relating to the condition of the Property;

(5) List of tangible personal property;

(6) All permits, licenses and certificate of occupancy with respect to the operation, use and occupancy of the Property; and

(7) List and description of all pending lawsuits and governmental proceedings affecting or relating to the Property.

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Word of Faith

City of Elkhart

Staff Report

Planning & Zoning

Petition: 26-SI-10

Petition Type: Staff Item - Addressing

Date: November 2, 2026

Petitioner: City of Elkhart Planning & Zoning Department

Site Location: City of Elkhart

Plan Commission Action:

Approval of proposed addresses for the City of Elkhart.

Staff Analysis

The Planning and Zoning Department is requesting approval of the addresses that have been reserved for structures in the City of Elkhart.

Residential

817 Concord Avenue	Single Family Home	20-06-08-385-007.000-012
524 West Franklin Street, Unit 100 and 200	Duplex	20-06-05-383-008.000-012
822 West Marion Street, Unit 100 and 200	Duplex	20-06-08-104-010.000-012

Residential Subdivision

Commercial

5100 County Road 104	New Commercial Building	20-02-24-427-003.000-027
199 West Jackson Boulevard	Electric Service Pedestal	20-06-05-405-001.000-012

Industrial

709 North Wildwood Ave	New Industrial Building	20-06-06-151-009.000-012, 20-06-06-151-010.000-012, 20-06-06-151-011.000-012, 20-06-06-151-012.000-012, 20-06-06-151-013.000-012

Recommendation

Staff recommends that the Plan Commission assign the proposed addresses based on staff recommendation.