

## GOSHEN THEATER SPACE PROGRAM SUMMARY

Space Name / Type / Description	Net Sq. Ft. (NSF)	Notes / Comments
<b>PUBLIC SPACES</b>		
B Social Hall	1,220	
1 Theater Lobby	580	
1 Expanded Lobby	333	
1 Ticket Sales Lobby	135	
3 Dance Hall/Rehearsal	1,947	
<b>Subtotal</b>	<b>4,215</b>	
<b>PATRON SERVICES</b>		
B Toilet Room 1	40	
B Toilet Room 2	45	
1 Ticket Sales	167	
1 Business Manager Office	140	
1 House Manager Office	142	
1 Concessions	180	
1 Womens Rest Room	154	
1 Mens Rest Room	132	
2 Toilet Room 1	64	
2 Toilet Room 2	60	
<b>Subtotal</b>	<b>1,124</b>	
<b>THEATER</b>		
<b>Audience Chamber</b>		
1 Orchestra Level	3,163	
2 Balcony Level	2,006	
<b>Stage / Proscenium</b>		
1 Stage	2,665	
<b>Subtotal</b>	<b>7,834</b>	
<b>BACK OF HOUSE</b>		
B Orchestra Pit	217	
B Repair Shop	413	
B Dimmer Room	73	
B Amp Room	68	
B Laundry/Wardrobe	88	
B Toilet Room 1	57	
B Toilet Room 2	57	
B Dressing Room 1	324	
B Dressing Room 2	323	
1 Toilet Room 1	50	
1 Toilet Room 2	90	
1 Dressing Room 1	128	
1 Dressing Room 2	164	
1 Shared Toilet/Shower Room	76	
1 Green Room/Crew	184	
1 Stage Manager Office	80	
3 Projection/Control Room	206	
3 Catering/Warming	196	
<b>Subtotal</b>	<b>2,794</b>	

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Space Name / Type / Description	Net Sq. Ft. (NSF)	Notes / Comments
<b>COMMERCIAL</b>		
3 Office 1	70	
3 Office 2	153	
3 Office 3	404	
3 Office 4	194	
3 Office 5	170	
3 Conference Room	824	
<b>Subtotal</b>	<b>5,783</b>	
<b>STORAGE</b>		
B Storage Area 1	56	<i>Main Basement</i>
B Storage Area 2	24	<i>Main Basement</i>
B Storage Area 3	25	<i>Main Basement</i>
B Storage Area 4	69	<i>Main Basement</i>
B Storage Area 5	155	<i>Main Basement</i>
B Storage Area 6	162	<i>Main Basement</i>
B Storage Area 7	103	<i>Theater Basement</i>
B Storage Area 8	108	<i>Theater Basement</i>
1 Storage Area 1	50	<i>Theater Lobby</i>
1 Storage Area 2	31	<i>Audience Chamber</i>
1 Storage Area 3	64	<i>Back of House</i>
2 Storage Area 1	49	
2 Storage Area 2	39	
3 Storage Area 1	197	
3 Storage Area 2	28	
3 Storage Area 3	16	
3 Storage Area 4	150	
<b>Subtotal</b>	<b>1,326</b>	
<b>BUILDING SUPPORT</b>		
B Mechanical Room 1	712	<i>Main Basement</i>
B Mechanical Room 2	200	<i>Theater Basement</i>
B Electrical Room 1	62	<i>Main Basement</i>
B Electrical Room 2	87	<i>Theater Basement</i>
B Boiler Room	189	
1 Electrical Room	9	
<b>Subtotal</b>	<b>1,259</b>	

<b>Total Building Net Square Footage (NSF)</b>	<b>24,335</b>	
Basement Level GSF	8,544	<i>Including Menno Bldg expansion (1,331 GSF)</i>
Level 1 GSF	11,534	<i>Including Menno Bldg expansion (1,316 GSF)</i>
Level 2 GSF	5,882	
Level 3 GSF	3,708	
<b>Actual Total GSF</b>	<b>29,668</b>	
<b>Gross Square Footage Multiplier</b>	<b>1.219</b>	<i>Corridors, Walls, HVAC Chases, etc.</i>

## ESTIMATE DISCLAIMER:

Our estimate is based on our interpretation of the drawings, specifications, narratives, emails, addenda and verbal instructions as provided by the design professionals. Since we have no control over the cost of labor, materials or over the contractor's method of determining prices, or over competitive bidding or market conditions, our opinions of probable construction costs are made on the basis of our expertise, experience and qualifications. These opinions represent our best judgment as professionals familiar with the construction industry. However, we cannot and do not guarantee that proposals, bids or the construction costs will not vary from our opinions of probable construction costs.

To obtain a meaningful "Bid Day" reconciliation, our Estimate would require our thorough review of all of the "As Bid" documents provided to the contractors, i.e.; addenda, RFI's, etc. We can provide this additional service upon request.


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## ABBREVIATIONS LEGEND:


The following list defines some of the abbreviations found in the attached estimate.

ACT:	Acoustical Ceiling Tile	LEED:	Leadership in Energy & Environmental Design
AHU:	Air Handling Unit	LF:	Linear Foot (Feet)
ALT:	Alternate	LFR:	Linear Foot Riser (Stairs)
AWI:	Architectural Woodworking Institute	LS:	Lump Sum
BCW:	Branch Circuit Wiring	MD:	Man Day
BGSF:	Building Gross Square Feet	MEP:	Mechanical/Electrical/Plumbing
BLDG:	Building	MNHR:	Man Hour (s)
CF:	Cubic Foot (Feet)	MO:	Month (s)
CFM:	Cubic Feet per Minute	MSB:	Main Switch Board (s)
CMU:	Concrete Masonry Unit	MS:	Metal Stud
CY:	Cubic Yard	OPNG:	Opening (s)
DEV:	Device (s)	ORD:	Overflow Roof Drain
DDC:	Direct Digital Control	PNL:	Panel
DGSF:	Departmental Gross Square Feet	PPG:	Piping
DI:	Deionized	PVC:	Polyvinyl chloride
DR:	Door (s)	RD:	Roof Drain
EA:	Each	RO:	Reverse Osmosis
EMERG:	Emergency	RSR:	Riser
FA:	Fire Alarm	RTU:	Roof Top Unit
FD:	Floor Drain	SF:	Square Foot (Feet)
FF & E:	Fixed Furnishings & Equipment	SFSA:	Square Feet Surface Area
FIXT:	Fixture (s)	SOG:	Slab on Grade
FLIT:	Flight (Stairs)	STA:	Station
GC:	General Conditions	SY:	Square Yard (s)
GFRC:	Glass Fiber Reinforced Concrete	TRANS:	Transformer (s)
GRCMU:	Grouted, Reinforced CMU	VCT:	Vinyl Composition Tile
GSF:	Gross Square Feet	VLF:	Vertical Linear Foot (Feet)
GWB:	Gypsum Wall Board (Drywall)	VWC:	Vinyl Wall Covering
HM:	Hollow Metal	YR:	Year (s)
HVAC:	Heating, Ventilation & Air Conditioning		
LAV:	Lavatory		
LBS:	Pounds		



Project:	<b>Goshen Theater</b> <i>Renovations</i> Goshen, Indiana			 June 4, 2012 PCS Project: 12-084 Lead: TK/BL Checked: KL
Design:	Westlake, Reed, Leskosky			
<b>SUMMARY of "CONCEPTUAL ESTIMATE"</b>				
DIVISION	<u>BUILDING COMPONENT</u>	PAGES	COST PER SF	<u>TOTALS</u> 27,120 GSF
1.0	GENERAL CONDITIONS	---	---	<b>- See Below -</b>
2.0	SITE WORK and DEMOLITION	1	\$ 9.95	<b>\$ 269,712</b>
3.0	EXCAVATION and FOUNDATION SYSTEMS	2	\$ 1.83	<b>\$ 49,725</b>
4.0	STRUCTURAL SYSTEMS	3	\$ 3.47	<b>\$ 94,000</b>
5.0	EXTERIOR WALL, DOOR and GLASS SYSTEMS	4	\$ 9.91	<b>\$ 268,650</b>
6.0	THERMAL and MOISTURE PROTECTION SYSTEMS	5	\$ 0.83	<b>\$ 22,500</b>
7.0	ROUGH CARPENTRY and MISCELLANEOUS METALS	6	\$ 3.45	<b>\$ 93,510</b>
8.0	INTERIOR WALL, DOOR and GLASS SYSTEMS	7	\$ 10.57	<b>\$ 286,564</b>
9.0	FLOOR, WALL and CEILING FINISHES	8	\$ 18.62	<b>\$ 505,054</b>
10.0-12.0	FIXED EQUIPMENT and SPECIALTIES	9	\$ 7.88	<b>\$ 213,730</b>
14.0	CONVEYING SYSTEMS	10	\$ 2.77	<b>\$ 75,000</b>
15.0	MECHANICAL SYSTEMS:			
	- Plumbing	11	\$ 9.61	<b>\$ 260,742</b>
	- Fire Protection	12	\$ 3.93	<b>\$ 106,558</b>
	- H.V.A.C.	13	\$ 34.77	<b>\$ 943,064</b>
16.0	ELECTRICAL SYSTEMS	14	\$ 26.64	<b>\$ 722,591</b>
SUBTOTAL ALL TRADES WORK (Prevailing Wage Assumed)			\$ 144.23	<b>\$ 3,911,400</b>
LEED CERTIFICATION; SILVER; Allowance			---	<b>- NIC -</b>
THEATRICAL AND A/V EQUIPMENT; Per WRL				<b>\$ 1,187,345</b>
PHASING PREMIUM			5.00% \$ 9.40	<b>\$ 254,938</b>
GENERAL CONDITIONS for DIVISIONS 2 thru 16			8.00% \$ 15.79	<b>\$ 428,295</b>
CONTRACTOR BOND, OVERHEAD and PROFIT for DIVISIONS 2 thru 16			5.00% \$ 10.66	<b>\$ 289,099</b>
ESCALATE to MIDPOINT of CONST'N ( Start April, 2013; 12 Mo.; 5% per Year)			6.68% \$ 14.95	<b>\$ 405,333</b>
CONTINGENCY: DESIGN, ESTIMATING, BIDDING and MARKET CONDITIONS			10.00% \$ 23.88	<b>\$ 647,641</b>
<b>TOTAL PROBABLE CONSTRUCTION COSTS:</b>			\$ 262.69	<b>\$ 7,124,051</b>
<b>PROJECT COST ADDERS:</b> (Soft Costs)				
CONSTRUCTION CHANGE ORDER CONTINGENCY; (Unforeseen Conditions)			7.00%	<b>\$ 498,684</b>
CITY OF GOSHEN PERMIT FEE				<b>- By Owner -</b>
A/E and OTHER CONSULTANTS' FEES and REIMBURSABLES				???
CONSTRUCTION MANAGEMENT FEE				???
MATERIALS and SOILS TESTING; Allow				???
SEWER and TAP FEES, PERMITS and ETC.				???
FF & E: FURNITURE, SHELVING, RACKS and ETC.				???
COMPUTERS, SOFTWARE, TELEPHONES and OTHER TELEDATA EQUIPMENT				???
LEGAL FEES, BOND COUNCIL, OWNER'S RISK INSURANCE, PUBLISHING, ETC.				???
OWNER COSTS FOR FINAL CLEANING and MOVE-IN				???
<b>ASBESTOS, LEAD and OTHER HAZARDOUS MATERIALS ABATEMENTS</b>				???
<b>TOTAL PROBABLE PROJECT COSTS:</b>				???

This estimate is based on the documents dated April 13, 2012, conversations with the design team and our best assumptions at this time.

Project:	<b>Goshen Theater</b> <i>Renovations</i> Goshen, Indiana		<b>PROJECT DATA:</b> Building: - Renovations: 27,120 GSF			 June 4, 2012 PCS Project: 12-084 Estimated: TK Checked: KL
Design:	Westlake, Reed, Leskosky					
<b>2.0 SITEWORK and DEMOLITION:</b>			"Conceptual Estimate"			
	ITEM DESCRIPTION	QTY	UNIT	UNIT COST*	TOTAL	COMMENTS
<b>A.</b>	<b>SITE WORK:</b>					
	- ALLOW for fenced lay-down area	1	LS	\$ 10,000.00	\$ 10,000	
	- ALLOW for sidewalk repairs and miscellaneous site modifications	1	LS	\$ 10,000.00	\$ 10,000	
	- ALLOW to re-grade at east alley to divert water and to re-pave	1	LS	\$ 20,000.00	\$ 20,000	
<b>B.</b>	<b>DEMOLITION:</b>					
	- Basement:					
	- "Gut" spaces	7310	SF	\$ 6.00	\$ 43,860	
	- Sawcut and remove basement floor slab for new elevator pit	80	SF	\$ 25.00	\$ 2,000	
	- Sawcut and remove perimeter basement walls for pass-throughs	2	EA	\$ 1,500.00	\$ 3,000	
	- Remove stairs	1	EA	\$ 1,500.00	\$ 1,500	
	- First Floor:					
	- "Gut" spaces	11050	SF	\$ 6.00	\$ 66,300	
	- Remove floor construction for new elevator shaft	80	SF	\$ 25.00	\$ 2,000	
	- Sawcut and remove perimeter exterior walls for pass-through	1	EA	\$ 1,500.00	\$ 1,500	
	- Second Floor:					
	- "Gut" spaces; portion affected	5555	SF	\$ 3.00	\$ 16,665	
	- Remove floor construction for new elevator shaft	80	SF	\$ 25.00	\$ 2,000	
	- Sawcut and remove perimeter exterior walls for pass-through	1	EA	\$ 1,500.00	\$ 1,500	
	- Third Floor:					
	- "Gut" spaces; portion affected	3205	SF	\$ 3.00	\$ 9,615	
	- Remove floor construction for new elevator shaft	80	SF	\$ 25.00	\$ 2,000	
	- Sawcut and remove perimeter exterior walls for pass-through	1	EA	\$ 1,500.00	\$ 1,500	
	- Menno Building:					
	- Remove floor structure at new stairs	200	SF	\$ 25.00	\$ 5,000	
	- ALLOW for dumpsters and trucking, dump fees, cleanup at completion	27120	SF	\$ 0.60	\$ 16,272	
	- ALLOW to remove theatre seats for re-conditioning	1	LS	\$ 5,000.00	\$ 5,000	
	- ALLOW to remove oil storage tank and abate immediate area, as required	1	LS	\$ 50,000.00	\$ 50,000	<i>See Also Excavations and Foundations.</i>
<b>2.0</b>	<b>TOTAL, SITEWORK and DEMOLITION:</b>				<b>\$ 269,712</b>	


\*Labor and material unless noted otherwise.

Cost Per SF

\$ 9.95

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Design:	Westlake, Reed, Leskosky		"Conceptual Estimate"			
<b>3.0 EXCAVATION and FOUNDATION SYSTEMS:</b>						
	ITEM DESCRIPTION	QTY	UNIT	UNIT COST*	TOTAL	COMMENTS
<b>A. EXCAVATIONS:</b>						
	- Hand excavate for new pit; 5' deep	15	CY	\$ 100.00	\$ 1,500	
	- Load to trucks and haul off site, dispose	15	CY	\$ 25.00	\$ 375	
<b>B. FOUNDATIONS:</b>						
	- Concrete mat slab with sump at new elevator; 12" thick; reinforced	4	CY	\$ 450.00	\$ 1,800	
<b>C. CONCRETE WALLS:</b>						
	- 8" thick elevator pit walls; formed and reinforced; 4' high	3.6	CY	\$ 1,000.00	\$ 3,600	
<b>D. SLAB ON GRADE:</b>						
	- ALLOW to patch slab around new elevator shaft	1	LS	\$ 1,500.00	\$ 1,500	
	- ALLOW to patch slab at removed stairs	1	LS	\$ 2,500.00	\$ 2,500	
	- Slab on grade work in Menno Building		- NIC; Existing -			
<b>E. EXISTING WALLS:</b>						
	- ALLOW to patch perimeter basement walls at new pass-through doors	2	EA	\$ 1,000.00	\$ 2,000	
<b>F. ANCILLARY SYSTEMS:</b>						
	- Elevator pit waterproofing	150	SF	\$ 5.00	\$ 750	
	- Footer drain with fabric and gravel fill at elevator pit; tie to sump	40	LF	\$ 20.00	\$ 800	
	- ALLOW to remove pavement, excavate, clean basement walls and re-waterproof basement walls along east alley	1	LS	\$ 20,000.00	\$ 20,000	
<b>G. OIL TANK REMOVAL:</b>						
	- Excavate along basement wall for tank access, dispose	60	CY	\$ 20.00	\$ 1,200	
	- Remove basement wall and access-ways; sawcut	200	SF	\$ 25.00	\$ 5,000	
	- Rebuild walls and delete areaways	1	LS	\$ 4,000.00	\$ 4,000	
	- Waterproof walls and rework / repair footer drains as necessary	20	LF	\$ 100.00	\$ 2,000	
	- Backfill with premium fill; compact	60	CY	\$ 45.00	\$ 2,700	
<b>3.0</b>	<b>TOTAL, EXCAVATION and FOUNDATION SYSTEMS:</b>				<b>\$ 49,725</b>	


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Cost Per SF

\$ 1.83

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Design:	Westlake, Reed, Leskosky		"Conceptual Estimate"			
<b>4.0 STRUCTURAL SYSTEMS:</b>						
	ITEM DESCRIPTION	QTY	UNIT	UNIT COST*	TOTAL	COMMENTS
A.	<b>EXISTING SYSTEMS:</b>					
	- ALLOW to patch and brace around new elevator shaft; replace floor construction as may be required	3	Levels	\$ 2,500.00	\$ 7,500	
	- ALLOW to reinforce roof or for new dunnages at new rooftop equipment	1	LS	\$ 5,000.00	\$ 5,000	
	- ALLOW to patch in first floor where stairs to basement removed	100	SF	\$ 35.00	\$ 3,500	
	- ALLOW to reinforce marquee supporting structure as may be required	1	LS	\$ 7,500.00	\$ 7,500	
	- ALLOW to support new exterior exit stairs that replace fire escapes	2	EA	\$ 3,500.00	\$ 7,000	
	- ALLOW to reinforce floor structure around new Menno stairs	2	Levels	\$ 2,500.00	\$ 5,000	
	- ALLOW to reinforce main house floor to relieve "springy" condition; beam and joist work, no new footers or columns; work in crawl space	3900	SF	\$ 15.00	\$ 58,500	Wood or steel reinforcing
<b>4.0</b>	<b>TOTAL, STRUCTURAL SYSTEMS:</b>				<b>\$ 94,000</b>	

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Cost Per SF

\$ 3.47

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Design:	Westlake, Reed, Leskosky	"Conceptual Estimate"				
<b>5.0 EXTERIOR WALL, DOOR and GLASS SYSTEMS:</b>						
	ITEM DESCRIPTION	QTY	UNIT	UNIT COST*	TOTAL	COMMENTS
<b>A.</b>	<b>WEST AND SOUTH ELEVATIONS:</b>					
	- Replace south elevation doors, frames and hardware; Note 1	8	Leaf	\$ 2,000.00	\$ 16,000	
	- Replace west elevations doors, frames and hardware; not noted, assumed; historical match as close as is practical; Goshen Building only	7	Leaf	\$ 4,000.00	\$ 28,000	
	- Replace windows; remove infills or existing windows; assumes that note 2, "repair," will require replacements; notes 2, 3	330	SF	\$ 60.00	\$ 19,800	
	- New fire escapes; note 4					
	- Tuckpoint and seal; assumes varying degree of degradation; includes all sides of stage house	13400	SF	\$ 6.00	\$ 80,400	
	- Miscellaneous painting, caulk, etc.	1	LS	\$ 10,000.00	\$ 10,000	
	- ALLOW to remove "stone" veneer at front of theatre; replace or repair stone substrate; caulk, seal, tie to existing adjacent systems	370	SF	\$ 100.00	\$ 37,000	
	- ALLOW to paint and repair marquee as required	1	LS	\$ 5,000.00	\$ 5,000	See also Electrical, Structure
<b>B.</b>	<b>EAST AND NORTH ELEVATIONS:</b>					
	- ALLOW to tuckpoint, some serious deterioration; include painting, sealing, caulk; ALLOW for replacing or repairing doors and windows	10350	SF	\$ 7.00	\$ 72,450	
<b>5.0</b>	<b>TOTAL, EXTERIOR WALL, DOOR and GLASS SYSTEMS:</b>				<b>\$ 268,650</b>	


\*Labor and material unless noted otherwise.

Cost Per SF

\$ 9.91

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Project:	<b>Goshen Theater</b> <i>Renovations</i> Goshen, Indiana		<b>PROJECT DATA:</b> Building: - Renovations: 27,120 GSF		 June 4, 2012 PCS Project: 12-084 Estimated: TK Checked: KL	
Design:	Westlake, Reed, Leskosky		"Conceptual Estimate"			
<b>6.0 THERMAL and MOISTURE PROTECTION SYSTEMS:</b>						
	ITEM DESCRIPTION	QTY	UNIT	UNIT COST*	TOTAL	COMMENTS
A.	<b>EXISTING SYSTEMS:</b>					
	- Roof replacements with flashings and copings		- NIC; To Remain -			
	- ALLOW to patch around new rooftop equipment	1	LS	\$ 5,000.00	\$ 5,000	
	- ALLOW to repair marquee roof system as may be required	1	LS	\$ 2,500.00	\$ 2,500	
	- ALLOW to rework and refurbish smoke hatches	2	EA	\$ 7,500.00	\$ 15,000	
<b>6.0</b>	<b>TOTAL, THERMAL and MOISTURE PROTECTION SYSTEMS:</b>				<b>\$ 22,500</b>	


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Cost Per SF

\$ 0.83

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Design:	Westlake, Reed, Leskosky	"Conceptual Estimate"				
<b>7.0 ROUGH CARPENTRY and MISCELLANEOUS METALS:</b>						
	ITEM DESCRIPTION	QTY	UNIT	UNIT COST*	TOTAL	COMMENTS
<b>A.</b>	<b>ROUGH CARPENTRY:</b>					
	- ALLOW for interior wall blocking at toilet room accessories, casework, wall protection systems and other wall or ceiling-supported items	27120	SF	\$ 0.50	\$ 13,560	
	- Roof blocking					- NIC; Roof to Remain -
<b>B.</b>	<b>MISCELLANEOUS METALS:</b>					
	- Elevator pit ladder	1	EA	\$ 750.00	\$ 750	
	- Elevator door frames and sill angles	4	Sets	\$ 800.00	\$ 3,200	
	- Exterior stairs at south elevation; ALLOW for open grating stairs and landings; all railings and attachments	3	Flights	\$ 20,000.00	\$ 60,000	
	- New metal pan stairs at Menno Building; with pan fills, railings, etc.	2	Flights	\$ 8,000.00	\$ 16,000	
<b>7.0</b>	<b>TOTAL, ROUGH CARPENTRY and MISCELLANEOUS METALS:</b>				<b>\$ 93,510</b>	


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Cost Per SF

\$ 3.45

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Design:	Westlake, Reed, Leskosky	"Conceptual Estimate"				
<b>8.0 INTERIOR WALL, DOOR and GLASS SYSTEMS:</b>						
	ITEM DESCRIPTION	QTY	UNIT	UNIT COST*	TOTAL	COMMENTS
<b>A.</b>	<b>INTERIOR WALL SYSTEMS:</b>					
	- Type 1; 3½" metal stud; two layers ½" GWB with 3½" sound batt insulation	13496	SF	\$ 6.95	\$ 93,798	
	- Type 2; 3½" metal stud; one layer ½" GWB with 3½" sound batt insulation	7637	SF	\$ 5.35	\$ 40,858	
	- Type 3; 8" CMU; grouted and reinforced at 4' o.c.	1908	SF	\$ 9.00	\$ 17,172	
	- Patch to existing	1	LS	\$ 15,000.00	\$ 15,000	Allow
<b>B.</b>	<b>INTERIOR DOOR SYSTEMS:</b>					
	- Aluminum framed glass doors; panic hardware	5	Pair	\$ 5,000.00	\$ 25,000	
	- ADA auto operators	2	EA	\$ 4,000.00	\$ 8,000	
	- SC wood or HM leaf in welded / grouted HM frame; hardware					
	- Single 3-0 x 7-0	45	EA	\$ 1,250.00	\$ 56,250	
	- Double 6-0 x 7-0	5	Pair	\$ 2,350.00	\$ 11,750	
	- Fire rated doors; premium	10	EA	\$ 300.00	\$ 3,000	Allow
	- Sound rated doors; premium	10	EA	\$ 200.00	\$ 2,000	Allow
	- ADA panic device	5	EA	\$ 500.00	\$ 2,500	Allow
	- Access panels	1	LS	\$ 2,500.00	\$ 2,500	Allow
	- Coiling counter door; manual; 5-0 x 10-0	1	EA	\$ 5,000.00	\$ 5,000	Allow
<b>C.</b>	<b>GLASS SYSTEMS:</b>					
	- Door lites	20	EA	\$ 70.00	\$ 1,400	Allow
	- Borrow lites in aluminum framing	32	SF	\$ 28.00	\$ 896	
	- Wall mounted mirrors at large toilet rooms	80	SF	\$ 18.00	\$ 1,440	
<b>8.0</b>	<b>TOTAL, INTERIOR WALL, DOOR and GLASS SYSTEMS:</b>				<b>\$ 286,564</b>	


\*Labor and material unless noted otherwise.

Cost Per SF

\$ 10.57

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Design:	Westlake, Reed, Leskosky		"Conceptual Estimate"			
<b>9.0 FLOOR, WALL and CEILING FINISHES:</b>						
	ITEM DESCRIPTION	QTY	UNIT	UNIT COST*	TOTAL	COMMENTS
<b>A. FLOORING:</b>						
	- Carpet; broadloom 32 oz. glue-down	5697	SF	\$ 3.50	\$ 19,940	
	- VCT	1090	SF	\$ 2.50	\$ 2,725	
	- Thinsert ceramic tile	1363	SF	\$ 9.50	\$ 12,949	
	- Welded seam sheet vinyl	4494	SF	\$ 6.50	\$ 29,211	
	- Sealer at mechanical rooms	5558	SF	\$ 0.65	\$ 3,613	
	- Walk off entry mats	215	SF	\$ 35.00	\$ 7,525	
	- Stage flooring	2813	SF	\$ 25.00	\$ 70,325	
	- Patch / repair / refinish dance hall wood floor	2028	SF	\$ 10.00	\$ 20,280	
	- Patch to match existing flooring	1	LS	\$ 5,000.00	\$ 5,000	
<b>B. BASE:</b>						
	- Applied resilient base	4189	LF	\$ 1.95	\$ 8,169	
	- Ceramic tile base	614	LF	\$ 8.50	\$ 5,219	
	- Wood base; dance hall	200	LF	\$ 10.00	\$ 2,000	
<b>C. WALL FINISHES:</b>						
	- Paint base and two coats	48750	SF	\$ 0.75	\$ 36,563	
	- Ceramic wall tile	5833	SF	\$ 9.50	\$ 55,414	
	- Chamber wall and ceiling repair; allow minor to medium level repair	1	LS	\$ 25,000.00	\$ 25,000	Allow
	- Premium finishes epoxy, etc.	1	LS	\$ 10,000.00	\$ 10,000	Allow
<b>D. CEILING SYSTEMS:</b>						
	- Suspended flat drywall; painted	4399	SF	\$ 9.00	\$ 39,591	
	- ACT; 2'x4'; 15/16" grid	1295	SF	\$ 3.00	\$ 3,885	
	- ACT; 2'x2'; 15/16" grid	7408	SF	\$ 3.25	\$ 24,076	
	- Painted exposed structure	5916	SF	\$ 1.15	\$ 6,804	
	- Refurnish / paint metal ceiling in dance hall	2033	SF	\$ 5.00	\$ 10,165	
	- Framed drywall soffits	1	LS	\$ 5,000.00	\$ 5,000	Allow
<b>E. MISCELLANEOUS:</b>						
	- Paint doors and frames	55	Leaf	\$ 120.00	\$ 6,600	
	- Stair finishes	10	Flits	\$ 1,500.00	\$ 15,000	Allow
	- Paint metals, handrails; miscellaneous	1	LS	\$ 5,000.00	\$ 5,000	Allow
	- Scaffold at House; to be used by all trades	1	LS	\$ 75,000.00	\$ 75,000	Allow
<b>9.0</b>	<b>TOTAL, FLOOR, WALL and CEILING FINISHES:</b>				<b>\$ 505,054</b>	


\*Labor and material unless noted otherwise.

Cost Per SF

\$ 18.62

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This estimate is based on the documents dated April 13, 2012, conversations with the design team and our best assumptions at this time.

Project:	<b>Goshen Theater</b> <i>Renovations</i> Goshen, Indiana		<b>PROJECT DATA:</b> Building: - Renovations: 27,120 GSF			 June 4, 2012 PCS Project: 12-084 Estimated: CL Checked: KL
Design:	Westlake, Reed, Leskosky		"Conceptual Estimate"			
10.0-12.0	<b>FIXED EQUIPMENT and SPECIALTIES:</b>					
	ITEM DESCRIPTION	QTY	UNIT	UNIT COST*	TOTAL	COMMENTS
<b>A.</b>	<b>TOILET ROOMS:</b>					
	- Accessories; Large room	2	EA	\$ 2,500.00	\$ 5,000	
	- Accessories; Small room	12	EA	\$ 750.00	\$ 9,000	
	- Toilet partitions; floor mounted; solid plastic; ceiling braced	10	EA	\$ 1,210.00	\$ 12,100	
	- Urinal screens; floor mounted; solid plastic;	3	EA	\$ 560.00	\$ 1,680	
	- Vanity solid surface top and splash; wall mounted; no cabinet; sink by PC	9	LF	\$ 150.00	\$ 1,350	
	- Wall mounted lavatory knee contact shroud	9	LF	\$ 50.00	\$ 450	
	- Shower rod and curtain	3	EA	\$ 190.00	\$ 570	
	- Soap holders at showers; recessed	3	EA	\$ 100.00	\$ 300	
	- Towel bar	3	EA	\$ 100.00	\$ 300	
<b>B.</b>	<b>CASEWORK and MILLWORK:</b>					
	- General P-lam, AWI grade casework base cabinets, countertops and upper cabinets	21	LF	\$ 350.00	\$ 7,350	
	- Work surface, as above; concession counter	10	LF	\$ 150.00	\$ 1,500	
	- Custom counter at ticket sales	13	LF	\$ 500.00	\$ 6,500	
	- Dressing stations	30	EA	\$ 3,500.00	\$ 105,000	
	- Wardrobe hanging racks	5	EA	\$ 500.00	\$ 2,500	
	- Control booth millwork	1	LS	\$ 10,000.00	\$ 10,000	Allow
	- Display cases at hallways; sliding glass doors, stain and finish plywood	20	LF	\$ 500.00	\$ 10,000	Allow
	- Tall open shelves with finished back; 7' tall; repair shop	50	LF	\$ 300.00	\$ 15,000	Allow
	- Window sills; solid surface	1	LS	\$ 2,500.00	\$ 2,500	Allow
<b>C.</b>	<b>KITCHEN EQUIPMENT:</b>					
	- Concession kitchen equipment	1	LS	\$ 7,500.00	\$ 7,500	Allow
<b>D.</b>	<b>MISCELLANEOUS:</b>					
	- Marker boards and tack boards	40	LF	\$ 65.00	\$ 2,600	Allow
	- Signage and graphics	27120	SF	\$ 0.25	\$ 6,780	Allow
	- Fire extinguishers and cabinets	12	EA	\$ 425.00	\$ 5,100	Allow
	- Janitor closet shelving and mop holders	1	Rooms	\$ 650.00	\$ 650	
	- All other interior furnishings and loose equipment not specifically shown					- NIC - By Owner
	- Labor to install owner furnished equipment					- NIC -
<b>E.</b>	<b>THEATER EQUIPMENT:</b>					- NIC - Shown on Summary Sheet
10.0-12.0	<b>TOTAL, FIXED EQUIPMENT and SPECIALTIES:</b>				<b>\$ 213,730</b>	


\*Labor and material unless noted otherwise.

Cost Per SF

\$ 7.88

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This estimate is based on the documents dated April 13, 2012, conversations with the design team and our best assumptions at this time.


Project:	<b>Goshen Theater</b> <i>Renovations</i> Goshen, Indiana		<b>PROJECT DATA:</b> Building: - Renovations: 27,120 GSF			 June 4, 2012 PCS Project: 12-084 Estimated: TK Checked: KL
Design:	Westlake, Reed, Leskosky		"Conceptual Estimate"			
<b>14.0 CONVEYING SYSTEMS:</b>						
	ITEM DESCRIPTION	QTY	UNIT	UNIT COST*	TOTAL	COMMENTS
A.	<b>PASSENGER ELEVATOR:</b>  - 4-stop hydraulic elevator; 2,500# capacity; one-sided opening; standard platform and cab	1	EA	\$ 75,000.00	\$ 75,000	
B.	<b>OTHER CONVEYING SYSTEMS:</b>  - ADA wheelchair lifts - Orchestra pit lift					- NIC - - NIC -
<b>14.0</b>	<b>TOTAL, CONVEYING SYSTEMS:</b>				<b>\$ 75,000</b>	

\*Labor and material unless noted otherwise.


Cost Per SF


\$ 2.77


This estimate is based on the documents dated April 13, 2012, conversations with the design team and our best assumptions at this time.

Project: <b>Goshen Theater</b> <i>Renovations</i> Goshen, Indiana			PROJECT DATA: Building: - Renovations: 27,120 GSF			 June 4, 2012 PCS Project: 12-084 Estimated: BL Checked: KL	
Design: Westlake, Reed, Leskosky			"Conceptual Estimate"				
15.1 PLUMBING:							
ITEM DESCRIPTION	QTY	UNIT	LABOR MH	LABOR EXT	MATL UNIT	MATL EXT	TOTAL
Fixtures: (54 Each & 3 Showers)	-----						
Water Closet	22.00	EA	5.000	110.00	\$ 500.00	\$ 11,000	\$ 20,680
Lav's	18.00	EA	4.000	72.00	\$ 350.00	\$ 6,300	\$ 12,456
Urinals	2.00	EA	5.000	10.00	\$ 500.00	\$ 1,000	\$ 1,880
Sinks	7.00	EA	6.000	42.00	\$ 575.00	\$ 4,025	\$ 7,686
Showers: Complete	3.00	EA	9.000	27.00	\$ 1,700.00	\$ 5,100	\$ 7,956
Electric Water Cooler	4.00	EA	8.000	32.00	\$ 1,650.00	\$ 6,600	\$ 10,096
Mop Basin	1.00	EA	4.000	4.00	\$ 475.00	\$ 475	\$ 842
Auto-Valves: (WC's, Lavs and Urinals)	42.00	EA	1.500	63.00	\$ 175.00	\$ 7,350	\$ 13,104
Domestic Water Heater, Recirc. Pump & Expansion Tank	1.00	LS	16.000	16.00	\$ 5,500.00	\$ 5,500	\$ 7,688
Thermostatic Mixing Valves	1.00	EA	2.500	2.50	\$ 350.00	\$ 350	\$ 590
Sanitary and Vent: Connect to Existing Main	1.00	LS	8.000	8.00	\$ 500.00	\$ 500	\$ 1,144
Sanitary and Vent Piping and Connections	54.00	EA	8.000	432.00	\$ 295.00	\$ 15,930	\$ 48,492
Floor Drains with Trap Primers	10.00	EA	3.000	30.00	\$ 275.00	\$ 2,750	\$ 5,340
Sump Pump	1.00	LS	12.000	12.00	\$ 2,000.00	\$ 2,000	\$ 3,216
Sewage Ejectors	- NIC -						
Domestic Water: From 5' of Building	1.00	LS	8.000	8.00	\$ 500.00	\$ 500	\$ 1,144
Domestic Water Backflow Preventer	1.00	LS	16.000	16.00	\$ 2,500.00	\$ 2,500	\$ 4,088
Domestic Water Piping and Connections	58.00	EA	7.500	435.00	\$ 265.00	\$ 15,370	\$ 48,024
Wall Hydrants and Hose Bibbs	4.00	Allow	2.500	10.00	\$ 225.00	\$ 900	\$ 1,760
Insulation on Piping	58.00	EA	3.000	174.00	\$ 35.00	\$ 2,030	\$ 14,268
STORM SYSTEM: From 5' of Building	1.00	LS	8.000	8.00	\$500.00	\$ 500	\$ 1,144
STORM SYSTEM: Gutters and Downspouts "By G.C."	- NIC -						
STORM SYSTEM: Roof and Overflow Drains and Piping	12.00	EA	16.000	192.00	\$ 1,500.00	\$ 18,000	\$ 34,656
Natural Gas: Meter and Manifold	1.00	LS	16.000	16.00	\$ 1,500.00	\$ 1,500	\$ 2,888
Natural Gas: Piping and Connections to Equipment	3.00	EA	12.000	36.00	\$ 750.00	\$ 2,250	\$ 5,148
Tests, Permits, Cutting and Patching	1.00	EA	16.000	16.00	\$ 1,000.00	\$ 1,000	\$ 2,288
Sleeves, ID, Sterilization, Testing and Permits	1.00	EA	8.000	8.00	\$ 500.00	\$ 500	\$ 1,144
Demo, Cutting, Patching and Core Drilling (In Renovated Areas)	1.00	LS	40.000	40.00	\$ 250.00	\$ 250	\$ 3,020
SUBTOTALS						\$ 114,180	
LABOR RATES AND MARKUPS			MNHR	1,820			
			\$/HR	\$ 68.00		1.20	
LABOR AND MATERIAL TOTALS				\$ 123,726		\$ 137,016	
TOTAL PLUMBING			Renovation		Cost per SF		
			27,120	SF	\$ 9.61	\$ 260,742	\$ 260,742



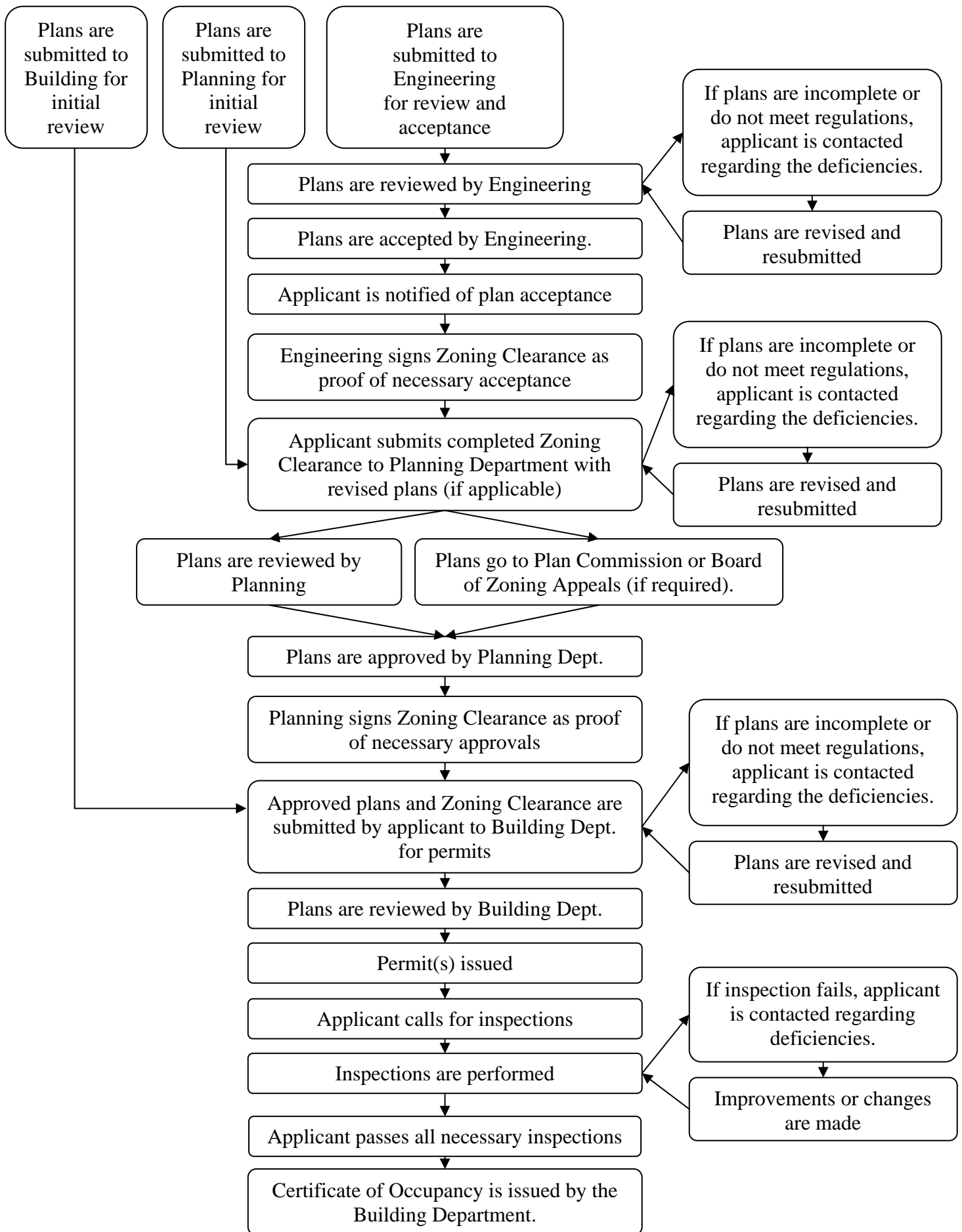
Project:	<b>Goshen Theater</b> <i>Renovations</i> Goshen, Indiana			<b>PROJECT DATA:</b> Building:  - Renovations: 27,120 GSF			 June 4, 2012 PCS Project: 12-084 Estimated: BL Checked: KL			
Design:	Westlake, Reed, Leskosky			"Conceptual Estimate"						
<b>15.2 FIRE PROTECTION:</b>										
ITEM DESCRIPTION				QTY	UNIT	LABOR MH	LABOR EXT	MATL UNIT	MATL EXT	TOTAL
Fire Main to Building; included with sitework				- NIC -						
Fire Main: From 5' of Building				1.00	LS	8.000	8.00	\$ 500.00	\$ 500	\$ 1,226
New Double Detector Check Assembly				1.00	LS	20.000	20.00	\$ 5,500.00	\$ 5,500	\$ 8,165
Siamese Connection				1.00	LS	16.000	16.00	\$ 1,750.00	\$ 1,750	\$ 3,352
Fire Department Connections at the Stage				2.00	EA	8.000	16.00	\$ 750.00	\$ 1,500	\$ 3,052
Main Shutoff Valve				1.00	LS	8.000	8.00	\$ 500.00	\$ 500	\$ 1,226
Alarm Valves				1.00	LS	8.000	8.00	\$ 500.00	\$ 500	\$ 1,226
Flow & Tamper Switches				8.00	EA	2.000	16.00	\$ 250.00	\$ 2,000	\$ 3,652
Zone Control Assembly				1.00	Allow	8.000	8.00	\$ 1,500.00	\$ 1,500	\$ 2,426
Stand Pipe:				3.00	EA	20.000	60.00	\$ 1,750.00	\$ 5,250	\$ 10,995
Fire Pump, Jockey Pump & Accessories; connect to existing				- NIC -						
Test Header & Piping				- NIC -						
Test Drain & Piping				1.00	EA	4.000	4.00	\$ 350.00	\$ 350	\$ 733
Wet Sprinkler System: (Assume 1 head per 135 SF)				201.00	HDS	3.500	703.50	\$ 30.00	\$ 6,030	\$ 62,285
Hydraulic Calcs and Field Engineering				201.00	HDS	0.300	60.30	\$ 3.00	\$ 603	\$ 5,442
Tests, Permits, Id, Etc...				1.00	LS	8.000	8.00	\$ 500.00	\$ 500	\$ 1,226
Demo, Cutting, Patching and Core Drilling (In Renovated Areas)				1.00	LS	16.000	16.00	\$ 250.00	\$ 250	\$ 1,552
NOTES:				-----						
Dry Sprinkler System:				- NIC -						
Dry Pipe System Valve and Compressor				- NIC -						
FM-200 or Clean Agent System				- NIC -						
Scaffolding included in Division 9				- NIC -						
SUBTOTALS						MNHR	952		\$ 26,733	
LABOR RATES AND MARKUPS						\$/HR	\$ 78.25		1.20	
LABOR AND MATERIAL TOTALS							\$ 74,478		\$ 32,080	
TOTAL FIRE PROTECTION				Renovation 27,120	SF			Cost per SF \$ 3.93	\$ 106,558	\$ 106,558

Project: <b>Goshen Theater</b> <i>Renovations</i> Goshen, Indiana			PROJECT DATA: Building: - Renovations: 27,120 GSF			 June 4, 2012 PCS Project: 12-084 Estimated: BL Checked: KL	
Design: Westlake, Reed, Leskosky			"Conceptual Estimate"				
15.3 HVAC:							
ITEM DESCRIPTION	QTY	UNIT	LABOR MH	LABOR EXT	MATL UNIT	MATL EXT	TOTAL
Boilers: Condensing Boilers	3.00	EA	20.000	60.00	\$ 15,000.00	\$ 45,000	\$ 58,200
Hot Water Pumps	2.00	EA	16.000	32.00	\$ 3,500.00	\$ 7,000	\$ 10,640
Expansion Tank and Air Separator	1.00	LS	8.000	8.00	\$ 500.00	\$ 500	\$ 1,160
Air Handling Unit: ( AHU-1: DX, HW, Economizer and RF)	25000.00	CFM	0.003	75.00	\$ 5.00	\$ 125,000	\$ 155,250
Air Handling Unit: ( AHU-2: DX, HW, Economizer, VAV and RF)	5500.00	CFM	0.005	27.50	\$ 6.00	\$ 33,000	\$ 41,525
Roof Top Unit: (RTU-1: DX, HW, Economizer, VAV and RF)	5000.00	CFM	0.005	25.00	\$ 5.00	\$ 25,000	\$ 31,750
Split System: with Remote Condenser	2.00	EA	20.000	40.00	\$ 3,500.00	\$ 7,000	\$ 11,200
Exhaust Fans	3.00	Allow	8.000	24.00	\$ 1,000.00	\$ 3,000	\$ 5,280
VAV Boxes with Hot Water Reheat	10.00	EA	5.000	50.00	\$ 500.00	\$ 5,000	\$ 9,500
Cabinet Unit Heater and Unit Heaters (HW)	5.00	Allow	8.000	40.00	\$ 1,050.00	\$ 5,250	\$ 9,100
Grilles and Diffusers:	150.00	EA	1.000	150.00	\$ 55.00	\$ 8,250	\$ 20,400
SHEETMETAL:			-----				
Ductwork: (Assume 1 Lbs per CFM)	35500.00	LBS	0.090	3195.00	\$ 0.95	\$ 33,725	\$ 264,120
Insulation on Ductwork	23075.00	SF	0.040	923.00	\$ 0.45	\$ 10,384	\$ 77,071
Louvers			- NIC -				
Boiler and Water Heater Flues	4.00	EA	12.000	48.00	\$ 3,250.00	\$ 13,000	\$ 18,960
Combustion Air to Mechanical Rooms	4.00	EA	8.000	32.00	\$ 1,000.00	\$ 4,000	\$ 7,040
Fire and Smoke Dampers	1.00	Allow	16.000	16.00	\$ 1,500.00	\$ 1,500	\$ 2,920
PIPING:			-----				
Hot Water Piping and Connections: (Boilers, Pumps and AHU's)	7.00	EA	24.000	168.00	\$ 2,750.00	\$ 19,250	\$ 34,860
Hot Water Piping and Connections: (VAV's and CUH's)	15.00	EA	10.000	150.00	\$ 750.00	\$ 11,250	\$ 24,000
Condensate Piping (AHU's and Split Systems)	5.00	EA	3.000	15.00	\$ 150.00	\$ 750	\$ 1,950
Insulation on Piping	1.00	LS	73.260	73.26	\$ 6,875.00	\$ 6,875	\$ 13,378
Vibration Isolation	1.00	LS	100.000	100.00	\$ 5,000.00	\$ 5,000	\$ 13,000
ATC: DDC System (AHUs, Boiler and Pump)	70.00	PTS	6.000	420.00	\$ 450.00	\$ 31,500	\$ 67,200
ATC: DDC System (Split Systems, EF and VAV's)	19.00	PTS	6.000	114.00	\$ 450.00	\$ 8,550	\$ 18,240
CO2 Monitoring	1.00	LS	24.000	24.00	\$ 4,500.00	\$ 4,500	\$ 7,080
Testing and Balancing	1.00	LS	80.000	80.00	\$ 3,500.00	\$ 3,500	\$ 9,800
Start-up and Warranty	1.00	LS	40.000	40.00	\$ 2,500.00	\$ 2,500	\$ 5,800
Rigging	1.00	LS	48.000	48.00	\$ 3,500.00	\$ 3,500	\$ 7,560
Permits, ID, Firestopping, Access Doors, Etc...	1.00	LS	24.000	24.00	\$ 1,500.00	\$ 1,500	\$ 3,480
Demo, Cutting, Patching and Core Drilling	1.00	LS	120.000	120.00	\$ 3,500.00	\$ 3,500	\$ 12,600
SUBTOTALS			MNHR	6,122		\$ 428,784	
LABOR RATES AND MARKUPS			\$/HR	\$ 70.00		1.20	
LABOR AND MATERIAL TOTALS				\$ 428,523		\$ 514,541	
TOTAL HVAC		Renovation 27,120	SF		Cost per SF \$ 34.77	\$ 943,064	\$ 943,064

Project: <b>Goshen Theater</b> <i>Renovations</i> Goshen, Indiana			PROJECT DATA: Building:  - Renovations: 27,120 GSF			 June 4, 2012 PCS Project: 12-084 Estimated: BL Checked: KL	
Design: Westlake, Reed, Leskosky			"Conceptual Estimate"				
<b>16.0 ELECTRICAL:</b>							
ITEM DESCRIPTION	QTY	UNIT	LABOR MH	LABOR EXT	MATL UNIT	MATL EXT	TOTAL
Utility Company Fee	1.00	Allow	0.00	0.00	\$ 12,500.00	\$ 12,500	\$ 15,000
Secondary Feeders from Utility Transformer to New MSB	1.00	LS	100.000	100.00	\$ 12,500.00	\$ 12,500	\$ 22,325
New Main Switchboard: 2,000 Amps	1.00	EA	160.000	160.00	\$ 35,000.00	\$ 35,000	\$ 53,720
Panel Boards: 225 Amps	1.00	EA	8.000	8.00	\$ 800.00	\$ 800	\$ 1,546
Panel Boards: 100 Amps	3.00	EA	12.000	36.00	\$ 1,250.00	\$ 3,750	\$ 7,137
Miscellaneous Panel Boards:	2.00	Allow	8.000	16.00	\$ 800.00	\$ 1,600	\$ 3,092
Transformer: 75 KVA K-13 Rated	1.00	EA	24.000	24.00	\$ 9,500.00	\$ 9,500	\$ 13,158
Panelboard & Transformer Feeders	7.00	EA	20.000	140.00	\$ 1,950.00	\$ 13,650	\$ 26,635
Dimmer Panel Feeders: 400 Amp	1.00	LS	24.000	24.00	\$ 2,250.00	\$ 2,250	\$ 4,458
Company Switch: (400 and 100 Amps)	2.00	EA	10.000	20.00	\$ 4,500.00	\$ 9,000	\$ 12,265
Company Switch Feeders	2.00	EA	14.000	28.00	\$ 1,250.00	\$ 2,500	\$ 5,051
ELTS System and Feeders	1.00	LS	60.000	60.00	\$ 12,500.00	\$ 12,500	\$ 19,395
Disconnects and Starters	1.00	LS	40.000	40.00	\$ 5,000.00	\$ 5,000	\$ 8,930
Light Fixture Types: (Assume 1 per 80 SF)	339.00	EA	1.000	339.00	\$ 195.00	\$ 66,105	\$ 104,158
Lobby Light Fixture Premium: (Allowance)	1.00	Allow	40.000	40.00	\$ 7,500.00	\$ 7,500	\$ 11,930
Building Exterior Lighting	10.00	Allow	1.500	15.00	\$ 250.00	\$ 2,500	\$ 4,099
Lighting Controls: (Includes Lighting Relay Panels)	1.00	Allow	20.000	20.00	\$ 9,500.00	\$ 9,500	\$ 12,865
Devices: Switches, Receptacles and J-Boxes (Assume 1 per 120 SF)	226.00	EA	0.300	67.80	\$ 12.50	\$ 2,825	\$ 8,356
Devices: Receptacles with Isolated Ground	5.00	Allow	0.500	2.50	\$ 35.00	\$ 175	\$ 393
Devices: Floor Receptacles	5.00	Allow	1.500	7.50	\$ 125.00	\$ 625	\$ 1,299
Devices: Occupancy Sensors	15.00	EA	1.000	15.00	\$ 135.00	\$ 2,025	\$ 3,529
Branch Circuit Wiring	600.00	EA	1.000	600.00	\$ 30.00	\$ 18,000	\$ 65,550
Lighting/Power for Dressing Room Tables W/BCW	30.00	Allow	4.00	120.00	\$ 540.00	\$ 16,200	\$ 28,230
Lighting Control for Dressing Room Tables W/BCW	6.00	Allow	4.00	24.00	\$ 300.00	\$ 1,800	\$ 3,918
Mechanical Feeders	14.00	EA	10.000	140.00	\$ 950.00	\$ 13,300	\$ 26,215
Elevator Shunt Trip and Feeder	1.00	LS	48.000	48.00	\$ 4,500.00	\$ 4,500	\$ 8,916
Fire Alarm: FACP & FAAP	1.00	LS	80.000	80.00	\$ 10,000.00	\$ 10,000	\$ 17,860
Fire Alarm: Devices (Assume 1 per 400 SF)	68.00	EA	1.000	68.00	\$ 155.00	\$ 10,540	\$ 17,629
Fire Alarm: Conduit & Wire	68.00	EA	2.250	153.00	\$ 75.00	\$ 5,100	\$ 17,327
Technology: Head-end Equipment, Racks and Cabling	1.00	LS	40.000	40.00	\$ 5,500.00	\$ 5,500	\$ 9,530
T/D and CATV: Conduits, Cables, Jacks and Terminations	40.00	Allow	4.000	160.00	\$ 275.00	\$ 11,000	\$ 24,920
Wireless Access System: Conduits, Cables and Access Points	15.00	Allow	6.000	90.00	\$ 475.00	\$ 7,125	\$ 15,143
Security: Card Access, Conduit, Wire and Devices	1.00	Allow	60.000	60.00	\$ 7,500.00	\$ 7,500	\$ 13,395
Security: CCTV System	1.00	Allow	40.000	40.00	\$ 5,500.00	\$ 5,500	\$ 9,530
PA System	- NIC -						
Central Clock System	- NIC -						
Grounding, Bonding, Firestopping and Seismic	1.00	LS	24.000	24.00	\$ 1,500.00	\$ 1,500	\$ 3,558
Tests, Permits, Shut-Downs, Etc.	1.00	LS	8.000	8.00	\$ 500.00	\$ 500	\$ 1,186
Power Systems Study	1.00	LS	60.000	60.00	\$ 6,500.00	\$ 6,500	\$ 12,195
Demo, Cutting, Patching and Core Drilling	1.00	LS	80.000	80.00	\$ 3,500.00	\$ 3,500	\$ 10,060
<b>TOTAL ELECTRICAL</b>	<b>\$624,503</b>			<b>0.00</b>		<b>---</b>	<b>---</b>
<b>THEATER SYSTEMS</b>							
Theatre Dimming and Control System (Budget \$104,000)	-----						
Conduit and Wire	1.00	Allow	0.000	0.00	\$ 35,000.00	\$ 35,000	\$ 42,000
Devices & Install Provided with Theatrical Budgets	1.00	Allow	0.000	0.00	---	---	---
Stage Lighting Fixtures and Accessories (Budget \$139,200)	-----						
Conduit and Wire	1.00	Allow	0.000	0.00	---	---	---
Devices & Install Provided with Theatrical Budgets	1.00	Allow	0.000	0.00	---	---	---
Stage Rigging (Budget \$124,900)	-----						
Branch Circuit	1.00	Allow	0.000	0.00	\$ 5,000.00	\$ 5,000	\$ 6,000
Devices & Install Provided with Theatrical Budgets	1.00	Allow	0.000	0.00	---	---	---
Auditorium AV System and Accessories (Budget \$208,700)	-----						
Conduit and Wire	1.00	Allow	0.000	0.00	\$ 41,740.00	\$ 41,740	\$ 50,088
Devices & Install Provided with AV Budgets	1.00	Allow	0.000	0.00	---	---	---
<b>TOTAL THEATER SYSTEMS</b>	<b>\$98,088</b>			<b>0.00</b>		<b>---</b>	<b>---</b>
<b>SUBTOTALS</b>							
<b>LABOR RATES AND MARKUPS</b>							
			MNHR	2,958		\$ 421,610	
			\$/HR	\$ 73.25		1.20	
<b>LABOR AND MATERIAL TOTALS</b>							
				\$ 216,659		\$ 505,932	
<b>TOTAL ELECTRICAL</b>			Renovation		Cost per SF		
			27,120	SF	\$ 26.64	\$ 722,591	\$ 722,591



# CITY OF GOSHEN PERMIT PROCESS FOR COMMERCIAL & INDUSTRIAL PROJECTS





## **CURRENT CONSTRUCTION CODES IN EFFECT IN INDIANA – 2009**

### **General Administrative Rules:**

(IAC-675-12 GAR)

### **Indiana Building Code:**

2008 Edition (IAC-675-13 IBC) Based on: International Building Code (2006 Edition) with Indiana amendments.

**Accessible and Usable Buildings & Facilities:** American National Standard (2003 Edition) with Indiana amendments.

### **One and Two family Dwelling Code (Effective 6/16/08):**

Indiana Residential Code 2008 (IAC-675-14-4.2.1) Based on: International Residential Code (2003 Edition) with Indiana amendments.

### **Industrialized Building Systems:**

(IAC-675-15 ISB)

### **Indiana Plumbing Code:**

1999 edition (IAC-675-16-IPC) Based on: Uniform Plumbing Code (1997 edition) with Indiana amendments.

### **Indiana Electrical Code (Effective 8/26/09):**

2009 Edition (IAC-675-17 IEC) Based on: National Electric Code (2008 Edition) with Indiana amendments.

### **Indiana Fuel Gas Code:**

2008 Edition (IAC-675-25-2) Based on IFGC 2006

### **Indiana Mechanical Code:**

2008 Edition (IAC-675-18 IMC) Based on: International Mechanical Code (2006 Edition) with Indiana amendments.

### **Indiana Energy Conservation Code:**

2005 Edition (IAC-675-19 IECC) Based on: Model Energy Code (2005 IRC Edition) with Indiana amendments.

### **Indiana Swimming Pool Code**

2003 Edition (IAC-675-20 ISPC)

### **Indiana Safety Code for Elevators, Escalators, Manlifts and Hoists:**

1989 Edition (IAC-675-21 SCEEMH) Adopts 1987 Edition of the Safety Code for Elevators Escalators.

### **Indiana Fire Prevention Code:**

2008 Edition (IAC-675-22 IFPC) Based on: International Fire Code (2006 Edition) with Indiana amendments and NFPA documents.

### **Indiana Supplementary Fire Safety Rules:**

(IAC-675-24 SFSR)

### **All plans for Class I Structures will be filed with:**

Indiana Dept of Fire & Bldg. Services Plan Review Division  
402 W. Washington Street, Room E245  
Indianapolis, IN 46204 (317) 232-1431





**ORDINANCE 4068**

**(AS AMENDED BY ORDINANCE 4200, ORDINANCE 4271, AND ORDINANCE 4380)**

**NEIGHBORHOOD PRESERVATION ORDINANCE**

BE IT ORDAINED by the Common Council of the City of Goshen, Indiana, that:

**Section 1. Title**

This ordinance shall be known as the “Neighborhood Preservation Ordinance” of the City of Goshen, Indiana.

**Section 2. Definitions**

The following definitions shall apply in the interpretation and enforcement of this ordinance. Words in the singular shall include the plural, and words in the plural shall include the singular.

- 2.1 Dwelling - A building which is wholly or partly used or intended to be used as a residence, but not including a tent, trailer or other structure which is designed to be transportable and is used for less than thirty (30) days.
- 2.2 Dwelling Unit - A room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, and cooking.
- 2.3 Habitable Room - A room or enclosed floor space used or intended to be used for living, sleeping, or cooking purposes, excluding bathrooms, laundries, pantries, foyers, hallways, closets, and storage spaces.
- 2.4 Hotel - A building or structure kept, used, maintained, advertised or held out to the public to be an inn, motel, lodge, lodging house, dormitory, or place where sleep or rooming accommodations are furnished for hire or are used or maintained for the accommodation of guests or lodgers.
- 2.5 Inspection Certificate - A certificate issued by the Building Department which documents that a rental unit has passed inspection and the owner is permitted to rent or lease the unit.
- 2.6 Inspection Officers - Shall mean the following persons, working separately or together, who shall enforce the provisions of this ordinance:
  - A. Building Commissioner, Code Compliance Officer or other designated officer.
  - B. Fire Inspector, Fire Chief or other designated officer.
  - C. County Health Officer.
- 2.7 Occupant - Any person, living, sleeping, cooking, or having actual possession of a dwelling unit or rooming unit; or any person having actual possession of any building or structure other than a dwelling unit or rooming unit.

- 2.8 Owner - Any person who, alone or jointly or severally with others:
- A. Shall have legal title to any dwelling, dwelling unit, or any other building or structure, whether or not they occupy the same; or
  - B. Shall have charge, care or control of any dwelling, dwelling unit, or any other building or structure, as owner or agent of the owner, or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. Any such person representing the actual owner shall be bound to comply with the provisions of this ordinance, to the same extent as if he or she were the owner; or
  - C. Shall be the purchaser under a recorded land contract of any dwelling, dwelling unit, or any other building or structure, whether or not they occupy the same.
- 2.i Person - Any entity, including any individual, firm, corporation, association or partnership.
- 2.10 Plumbing - Shall include any of the following supplied facilities and equipment: gas pipes, gas-burning equipment, water pipes, garbage disposal units, waste pipes, toilets, sinks, installed dishwashers, bathtubs, showers, installed clothes-washing machines, catch basins, building drains, sewer drains, vents, and any other similar supplied fixtures, together with all connections to water, sewer, or gas lines.
- 2.11 Registration Fee - The amount paid to the Building Department when registering a rental unit with the city.
- 2.12 Registration Receipt - The receipt issued by the Building Department which documents that a dwelling unit has been registered and the owner has paid the appropriate registration fee.
- 2.13 Rental Unit - A single unit of a hotel, rooming house, dwelling, apartment, or other similar building which is held for lease or rent.
- 2.14 Rooming House - A dwelling, or that part of a dwelling containing one (1) or more rooming units, in which space is let by the owner or the owner's representative to persons who are not husband, wife, son, daughter, mother, father, sister, or brother of the owner or the owner's representative.
- 2.15 Rooming Unit - A room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking purposes.
- 2.16 Solid Waste - All solid and semisolid wastes, including garbage, litter, trash, refuse and rubbish.
- 2.17 Substantial Property Interest - Any right in real estate susceptible of being affected in a substantial way by actions authorized by this ordinance, including a fee interest, life estate interest, future interest, present possessory interest, or equitable interest of a contract purchaser.
- 2.18 Supplied - Shall mean paid for, furnished, or provided by or under the control of the owner or the owner's representative.
- 2.19 Unsafe Building - A building or structure, or any part of a building or structure, that is:
- A. In an impaired structural condition that makes it unsafe to a person or property;
  - B. A fire hazard;

- C. A hazard to the public health;
- D. A public nuisance;
- E. Dangerous to a person or property because of a violation of a statute or ordinance concerning building condition or maintenance; or
- F. Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance.

2.20 Unsafe Premises - The tract of real estate on which an unsafe building is located.

**Section 3. Minimum Standards for All Structures**

No building, accessory building, garage, or other structure, whether used for residential, commercial, industrial or other purposes, shall fail to comply with the following requirements:

- 3.1 Every supplied facility, piece of equipment, or utility which is required under this ordinance shall be so constructed or installed that it will function safely and effectively, and shall be maintained in satisfactory working condition.
- 3.2 Every foundation, floor, wall, ceiling, and roof shall be reasonably weather tight and rodent proof; shall be capable of affording privacy; and shall be kept in good repair.
- 3.3 The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the building. Roof drains, gutters, and down spouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a hazard on the premises or adjacent property.
- 3.4 Every window, exterior door, and basement hatchway shall be reasonably weather tight and rodent proof, and shall be kept in sound working condition and good repair. All glazing materials shall be maintained free from cracks and holes.
- 3.5 Every inside and outside stair, every porch, and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the load that normal use may cause to be placed thereon, and shall be kept in sound condition and good repair. Metal fire escapes shall be maintained in a rust free condition.
- 3.6 Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
- 3.7 All wood and metal surfaces, including but not limited to, window frames, doors, door frames, cornices, porches and trim shall be maintained in good condition. Peeling, flaking, and chipped paint shall be eliminated and surfaces repainted.
- 3.8 All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
- 3.9 All canopies, marquees, signs, metal awnings, fire escapes, standpipes, exhaust ducts, and similar overhang extensions shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

- 3.10 Any pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors, or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.
- 3.11 All additions or improvements to any building or structure must be made in accordance with the City of Goshen Building Code.
- 3.12 All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon or within any structure located thereon.
- 3.13 All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions.
- 3.14 Any portion, member or appurtenance of a building shall not be likely to fail, to become detached, dislodged or to collapse and thereby injure persons or damage property.
- 3.15 The building or structure shall not be manifestly unsafe for the purpose for which it is being used.
- 3.16 The building or structure shall not be in such a condition that it is likely to partially or completely collapse due to:
  - A. Dilapidation, deterioration, or decay;
  - B. Faulty construction;
  - C. The removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; or
  - D. The deterioration, decay or inadequacy of its foundation.
- 3.17 Exterior walls or other vertical structural members shall not list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base.
- 3.18 The building or structure, exclusive of the foundation, shall not show thirty-three percent (33%) or more damage or deterioration of its supporting member or members or fifty percent (50%) damage or deterioration of its non-supporting members, enclosings, or outside walls or coverings.
- 3.19 The building or structure shall not have less than sixty-six percent (66%) of the strength, fire resisting qualities or characteristics, or weather resisting qualities or characteristics required by law in the case of newly constructed building of like area, height or occupancy in the same location.
- 3.20 The building shall not be so damaged by fire, earthquake, flood or any other cause that the structural strength and stability is materially less than it was before the catastrophe, and is less than the minimum requirements for new buildings of similar structure, purpose or location.
- 3.21 The building or structure shall not be so damaged by fire, wind, earthquake or flood that it has become so dilapidated and deteriorated as it becomes freely accessible to persons.
- 3.22 The building or structure shall not, because of obsolescence, dilapidated condition, deterioration, damage, lack of sufficient fire resistive construction, electrical wiring, gas connection, or heating apparatus, become a fire hazard.
- 3.23 A portion of the building or structure shall not remain on the real estate more than three (3) months after demolition or destruction.

- 3.24 Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.
- 3.25 Private swimming pools containing water more than twenty-four inches (24") in depth shall be completely surrounded by a fence or barrier at least sixty inches (60") in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than fifty-four inches (54") above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of six inches (6") from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety measure.

**Section 4. Minimum Standards for Basic Equipment and Facilities**

No person shall occupy as owner-occupant or let to another for occupancy, any dwelling or dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

- 4.1 Every dwelling unit shall contain a kitchen sink in good working condition and properly connected to a water system and sewer system, if available; if no sewer is available, to a septic tank system approved by the City of Goshen.
- 4.2 Every dwelling unit, except as otherwise permitted under subsection 4.4, shall contain a room which affords privacy to a person within said room, and which is equipped with a flush toilet and a bathroom sink in good working condition, properly connected to a water and sewer system if available; if no sewer is available, to a septic system approved by the City of Goshen.
- 4.3 Every dwelling unit, except as otherwise permitted under subsection 4.4, shall contain within a room which affords privacy to a person within said room, a bathtub or a shower in good working condition and properly connected to a water and sewer system if available; if no sewer is available, to a septic tank system approved by the City of Goshen.
- 4.4 The occupants of a dwelling containing not more than two (2) dwelling units may share a single flush toilet, a single bathroom sink, and a single bathtub or shower if:
  - A. Neither of the two (2) dwelling units contains more than two (2) rooms; provided, that for the purposes of this subsection, a kitchenette or an efficiency kitchen with less than sixty (60) square feet floor area shall not be counted as a room; and
  - B. The habitable area of each of the dwelling units shall equal not more than two hundred fifty (250) square feet of floor area; and
  - C. Such toilet, bathroom sink and bathtub or shower shall be in good working condition and properly connected to water and sewer systems if available; if no sewer is available, to a septic tank system approved by the City of Goshen.
- 4.5 Every kitchen sink, bathroom sink, and bathtub or shower required under the provisions of subsections 4.1, 4.2, 4.3, and 4.4 of this ordinance shall be properly connected with both hot and cold water lines when used for rental or lease occupancy.
- 4.6 Every dwelling when used for rental or lease occupancy shall have supplied water-heating facilities which are properly installed, maintained in a safe and good working condition, properly connected with the hot water lines required under the provisions of

subsection 4.5, and are capable of heating water to such temperature as to permit an adequate amount of water to be drawn at every required kitchen sink, bathroom sink, bathtub or shower at a temperature of not less than 100° F. Such supplied water heating facilities shall be capable of meeting the requirements of this subsection when the dwelling unit heating facilities required under the provisions of subsection 5.8 are not in operation.

- 4.7 Every dwelling unit shall be supplied with adequate solid waste disposal facilities and storage containers as required by the city's Solid Waste Ordinance as may be amended from time to time.
- 4.8 Every dwelling unit shall have the correct house or apartment number displayed in numerals that are at least two and one-half (2½") inches high and placed in such a manner that they are reasonably visible to the street.

**Section 5. Minimum Standards for Light, Ventilation, Egress and Heating**

No person shall occupy as owner-occupant or let to another for occupancy any dwelling or dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

- 5.1 Every window, other than a fixed window, shall be easily operable and capable of being held in position by window hardware.
- 5.2 Every habitable room shall have at least one (1) window or skylight facing directly to the outdoors. The minimum total window area, measured between stops, for every habitable room shall be eight percent (8%) of the floor area of such room. Whenever walls or other portions of structures face a window of any such room and such light-obstruction structures are located less than three feet (3') from the window and extend to a level above that of the ceiling of the room, such a window shall not be included as contributing to the required minimum total window area. Whenever the only window in a room is a skylight-type window in the top of such room, the total window area of such skylight shall equal at least fifteen percent (15%) of the total floor area of such room.
- 5.3 Every habitable room shall have at least one (1) window or skylight which can be easily opened, or such other device as will adequately ventilate the room. The total of operable window area in every habitable room shall be equal to at least forty-five percent (45%) of the minimum window area size or minimum skylight-type window size, as required in subsection 5.2, except where there is supplied some other device affording adequate ventilation and approved by the Inspection Officer.
- 5.4 Every bathroom and toilet room shall comply with the light and ventilation requirements for habitable rooms contained in subsections 5.2 and 5.3, except that no window or skylight shall be required in adequately ventilated bathrooms and toilet rooms equipped with a ventilation system with is approved by the Inspection Officer.
- 5.5 During that portion of each year from May 1<sup>st</sup> through October 31<sup>st</sup> for protection against mosquitoes, flies, and other insects, every door opening directly from a dwelling unit to outdoor space shall have supplied screens; and every window or other device opening to outdoor space, used or intended to be used for ventilation, shall likewise be supplied with screens unless the entire dwelling unit is adequately air conditioned.
- 5.6 Every basement or cellar window used or intended to be used for ventilation, and every other opening to a basement which might provide an entry for rodents and/or insects shall be supplied with a screen or such other device as will effectively prevent their entrance.

- 5.7 Every dwelling unit shall have at least one (1) safe, unobstructed means of egress leading to a safe and open space at ground level; and every bedroom shall have at least one (1) operable egress window or exterior door. The sill height of an egress window shall not be higher than forty-four inches (44") above the floor. The minimum opening area for an egress window shall be five and seven-tenths (5.7) square feet, except the minimum opening area for an egress window on the first-floor shall be five (5) square feet. The minimum clear opening height of all egress windows shall be twenty-two inches (22").
- 5.8 Every dwelling shall have heating facilities which are properly installed, maintained in safe and good working condition, and are capable of safely and adequately heating all habitable rooms, bathrooms, and rooms in every dwelling unit located therein to a temperature of at least 65° F, and whenever the outside winter conditions are at least 0° F.
- 5.9 Every public hall and stairway in every dwelling containing three (3) or more dwelling units shall be adequately lighted at all times. Every public hall and stairway in structures devoted solely to dwelling occupancy and containing not more than three (3) dwelling units shall be supplied with conveniently located light switches controlling an adequate lighting system which may be turned on when needed instead of full-time lighting.

## **Section 6. Safe and Sanitary Maintenance**

No person shall occupy as owner-occupant or let to another for occupancy any dwelling or dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

- 6.1 The exterior doors, including any exterior basement entrance, and every exterior window shall be supplied with a lock. The owner must supply locks and the owner and occupant shall have the right to the keys for entry to the leased space.
- 6.2 Every plumbing fixture and water and waste pipe shall be properly installed and maintained in good sanitary working condition, free from defects, leaks, and obstructions.
- 6.3 Every toilet room floor and bathroom floor surface shall be constructed and maintained so as to be reasonably impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.
- 6.4 No owner, operator, or occupant shall cause any service, facility, equipment or utility which is required under this ordinance to be removed from, shut off from, or discontinued from any occupied dwelling let or occupied by him or her, except for such temporary interruption as may be necessary when actual repairs or alterations are in process, or during temporary emergencies when discontinuance of service is approved by the Inspection Officer. Provided, however, that this subsection is not intended to require an owner to continue to serve utilities or heat to a premises occupied by a tenant who has not paid his or her rent or utilities.
- 6.5 Each dwelling unit shall have its own metering system for natural gas, water, electricity or any other utility provided in the dwelling. If this requirement is not met, the owner of the dwelling must have the utilities that are not metered separately in his or her own name.

## **Section 7. Minimum Space, Use and Location Requirements**

No person shall occupy as owner-occupant or let to another for occupancy any dwelling or dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

- 7.1 Every dwelling unit shall contain at least one hundred fifty (150) square feet of floor space for the first occupant thereof, and at least one hundred (100) additional square feet of floor space to be calculated on the basis of total habitable room area.
- 7.2 A habitable room, other than a kitchen, shall not be less than seven (7) feet in any plan dimension. Kitchens shall have a clear passageway of not less than three (3) feet between counter fronts and appliances or counter fronts and walls.
- 7.3 At least one-half of the floor area of every habitable room shall have a ceiling height of at least seven (7) feet; and the floor area of that part of any room where the ceiling height is less than five (5) feet shall not be considered as part of the floor area of the room for the purpose of determining the maximum permissible occupancy thereof.
- 7.4 In every dwelling unit of two (2) or more rooms, every room occupied for sleeping purposes by an occupant shall contain at least seventy (70) square feet of floor space, and every room occupied for sleeping purposes by more than one (1) occupant shall contain at least fifty (50) square feet of floor space for each occupant thereof.
- 7.5 No dwelling or dwelling unit containing two (2) or more sleeping rooms shall have such room arrangements that access to a sleeping room can be had only by going through another sleeping room or a bathroom or toilet room, if said arrangements are deemed to be unsafe.
- 7.6 No basement space shall be used as a habitable room or dwelling unit unless:
  - A. The floor and walls are impervious to leakage of underground and surface run-off water and are insulated against dampness;
  - B. The total window area in each room is equal to at least the minimum window area sizes as required in subsection 5.2;
  - C. Such required minimum window area is located entirely above the grade of the ground adjoining such window area; and
  - D. The total operable window area in each room is equal to at least the minimum as required under subsection 5.3, except where there is supplied some other device affording ventilation which is approved by the Inspection Officer.

## **Section 8. Responsibilities of Owners and Occupants**

- 8.1 Every owner of a dwelling containing two (2) or more dwelling units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the dwelling and premises thereof.
- 8.2 Every occupant of a dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit, and premises thereof which he or she occupies and controls.
- 8.3 Every occupant of a dwelling unit shall keep all plumbing fixtures therein in a clean and sanitary condition, and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.



- 8.4 Every occupant of a dwelling or dwelling unit shall be responsible for hanging all screens and double doors, storm doors, and windows whenever the same are required under the provisions of this ordinance, except where the owner has agreed to supply such service.
- 8.5 Every occupant of a dwelling or dwelling unit shall be responsible for the extermination of any insects, rodents, or other pests therein or on the premises, and every occupant of a dwelling unit in a dwelling containing more than one (1) dwelling unit shall be responsible for such extermination whenever his dwelling unit is the only one infested. Notwithstanding the foregoing provisions of this subsection, whenever infestation is caused by failure of the owner to maintain a dwelling in a rat proof or reasonably insect proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two (2) or more of the dwelling units in any dwelling, or in the shared or public parts of any dwelling of two (2) or more dwelling units, extermination thereof shall be the responsibility of the owner.
- 8.6 Every occupant of a dwelling or dwelling unit shall dispose of all his or her solid waste, appliances, furniture and bulky items in a sanitary manner. This provision does not relieve the owner of the responsibility to maintain his or her property in a clean and sanitary condition.
- 8.7 Every occupant of a dwelling or dwelling unit shall dispose of all his or her solid waste which might provide food for rodents in a clean and sanitary manner by placing it in solid waste disposal facilities or solid waste storage containers required by subsection 4.7. It shall be the responsibility and duty of the owner of any building containing more than one (1) dwelling unit to supply the required solid waste disposal facilities and solid waste containers as provided in subsection 4.7. In all other cases, it shall be the responsibility of the occupant to furnish such facilities or containers.

## **Section 9. Hotels and Rooming Houses**

No person shall operate a hotel or rooming house, or shall occupy or let to another for occupancy any rooming unit in any hotel or rooming house, except in compliance with the provisions of every section of this ordinance, except the provisions of section 4 and section 8. In addition to the provisions set forth in this ordinance for all rental properties, the following requirements must be met:

- 9.1 At least one flush toilet, bathroom sink, and bathtub or shower properly connected to the water and sewer systems of the city and in good working condition shall be supplied for every eight (8) persons, or fractions thereof, residing within a hotel or rooming house, including members of the operator's family whenever they share the use of such facilities; provided, that in a hotel or rooming house where rooms are let to males, flush urinals may be substituted for not more than one-half the required number of toilets. All other facilities shall be so located within the building as to be reasonably accessible from the common hall or passageway to all persons sharing such facilities. Every bathroom sink, and bathtub or shower shall be supplied with hot water at all times. No such facilities shall be located in a basement.
- 9.2 The operator of every hotel or rooming house shall change supplied bed linens and towels therein at least once each week, and prior to the letting of any room to any occupant, the operator shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.
- 9.3 Every room occupied for sleeping purposes by one (1) person shall contain at least seventy (70) square feet of floor space and every room occupied for sleeping purposes by more than one (1) person shall contain at least fifty (50) square feet of floor space for each occupant thereof.

- 9.4 Every rooming unit shall have a safe, unobstructed means of egress leading to a safe and open space at ground level as required by the laws of the State of Indiana and the ordinances of the city.
- 9.5 The operator of every hotel or rooming house shall be responsible for the sanitary maintenance of all walls, floors and ceilings and the maintenance and sanitary condition of every other part of the hotel or rooming house, including where the entire structure or building is leased or occupied by the operator.

## **Section 10. Smoke Detectors**

- 10.1 All leased or rental dwelling units, including hotels and any other buildings of mixed occupancy having any residential units, shall be equipped with approved smoke detectors.
- 10.2 A leased or rental dwelling unit is defined as any building that contains living quarters for one (1) or more occupants, and shall include hotels, and any other buildings of mixed occupancy and shall hereinafter be referred to as leased or rental units.
- 10.3 Every owner, manager or agent of any rental unit shall install, in every dwelling unit or rooming unit, not less than one (1) approved smoke detector on the ceiling, not less than six (6) inches from any wall, or on a wall, located from six (6) to twelve (12) inches from the ceiling, and within fifteen (15) feet of all rooms used for sleeping purposes.
- 10.4 Every owner, manager, or agent of any rental unit shall install not less than one (1) approved smoke detector on the uppermost ceiling, not less than six (6) inches from any wall, or on a wall, located from six (6) to twelve (12) inches from the uppermost ceiling of all interior stairwells.
- 10.5 All approved smoke detectors required in this ordinance shall be an ionization or photoelectric type, either battery powered or 110 volt AC, and shall comply with all the requirements of the National Fire Protection Association Chapter (NFPA) 72. Smoke detectors shall bear the label of nationally recognized standards testing laboratory that indicates that the smoke detectors have been tested and listed under the requirements of NFPA 72.
- 10.6 The provisions of this section shall not be required in buildings which contain an approved automatic sprinkler system throughout.
- 10.7 At every change of tenant in a rental unit, it shall be the responsibility of the owner, manager or agent to test and ascertain that the approved smoke detectors are in operable condition. It is the tenants' responsibility to replace batteries, as needed, while they occupy the unit, and report to the owner, manager, or agent any repairs needed by any smoke detectors.
- 10.8 It shall be unlawful for any person, except in the case of fire or for the purpose of repair or maintenance, to remove or tamper with fire extinguishers, fire escapes, fire hoses, nozzles, or other fire control or fire extinguishing equipment, including smoke detector systems, in or about any building or other premises in the City of Goshen.

## **Section 11. Minimum Standards for Commercial and Industrial Properties**

No person having a substantial property interest in any building that is used for commercial or industrial purposes shall allow the building to fail to comply with the following requirements:

- 11.1 Any door, aisle, passageway or other means of exit must be a sufficient width or size to provide a safe and adequate means of exit in the case of fire or panic.

- 11.2 The walking surface of any aisle, passageway, stairway or other means of exit shall not be so warped, worn, loose, torn or otherwise unsafe to prevent a safe and adequate means of exit in the case of fire or panic.
- 11.3 The stress in any materials, or member, or any portion thereof, shall not be more than one and one-half times the working stress or stresses allowed for new buildings of similar structure, purpose or location.

**Section 12. Application for Registration Receipt**

- 12.1 No owner of real estate within the City of Goshen shall permit the real estate to be leased for any purpose that includes any person using the premises as their living quarters until a registration receipt covering each rental unit in the building has been obtained.
- 12.2 A registration receipt shall be obtained by applying for the receipt at the Goshen City Building Department and by paying a biennial registration fee for each rental dwelling unit or an annual registration fee for each hotel or rooming house. The initial registration fee shall be submitted at the time application is made. At the time application is made, the owner of the real estate shall supply the Building Department with the name of the owner, address of the owner, street address of the property being registered, the nature of the rental building or unit, the use to which the property shall be put, and any other information which the Building Department may require to aid the Building Department in carrying out the purpose of this ordinance.
- 12.3 After application for a registration receipt has been submitted to the Building Department, an Inspection Officer shall conduct an inspection of each rental unit to ascertain that the facility conforms to all requirements of this ordinance, any other applicable ordinance, and all applicable laws of the State of Indiana. The owner or the owner's representative shall be entitled to seventy-two (72) hours written notice from the Inspection Officer prior to conducting the inspection. In the event that the owner, or the tenant if occupied, refuses to allow the Inspection Officer to conduct the inspection, the Inspection Officer shall apply for a warrant to make the inspection in accordance with Indiana Code 36-7-9-16.
- 12.4 After an inspection which shows that the rental unit conforms to all applicable ordinances and statutes, the Building Department shall issue to the owner of every registered rental unit an inspection certificate.
- 12.5 Each registration receipt shall be valid for a period of two (2) years, except those registration receipts for a hotel or rooming house which receipts shall be valid for only one (1) year. Each registration receipt shall be renewed by its expiration date by submitting the registration fee to the Building Department. In the event that the registration fee is not paid within thirty (30) days after its expiration date, a late fee will be assessed and the renewal will be backdated to its prior expiration date. Any registration receipt issued shall be valid for the biennial or annual period, as applicable, commencing on the anniversary date of the original expiration date and not as of the date of payment. Payment of the registration fee shall not be considered a defense to any action filed by the City of Goshen to enforce the provisions of this ordinance if such action was filed prior to payment of the registration fee.
- 12.6 The registration receipt applies to the rental unit and not to the owner of the property. However, within thirty (30) days of the sale of the equitable or legal title to any property registered under this ordinance, any person acquiring equitable or legal title shall notify the Building Department of their name and address. No new registration fee shall be due until the expiration date of the current registration receipt.
- 12.7 Each owner of a rental unit warrants at each change of tenant that the rental unit meets the registration and inspection requirements set forth in this ordinance. This warrant

is implied in the very act of renting the unit and liability for it may not be removed by any act or agreement, either written or verbal, of either the owner or the prospective tenant.

### **Section 13. Inspection**

- 13.1 The Inspection Officers are authorized and directed to make inspections to determine the condition of dwellings, dwelling units, rooming units, any other building or structure, and premises located within the City of Goshen in order that they may perform their duties of safeguarding the health and safety of the occupants and the general public.
  - A. The Inspection Officers are authorized to enter, examine and survey, at all reasonable times, all rental units. The owner or the owner's representative, and/or occupant of every rental unit shall give the Inspection Officer free access to such rental unit and its premises at all reasonable times for the purpose of such inspection, examination and survey, provided, however, that such Inspection Officer has, prior to entry thereof, positively identified himself or herself as a person authorized pursuant to this ordinance to enter upon said premises. At the time of each inspection, all pets must be controlled so that the Inspection Officer can move about the dwelling and surrounding property without interruption.
  - B. The owner or the owner's representative shall be entitled to seventy-two (72) hours written notice from the Inspection Officer prior to conducting the inspection, examination or survey. The owner or the owner's representative shall be responsible for notifying the occupant of the rental unit of the inspection when he or she receives notice of the intent to inspect from the Inspection Officer.
  - C. This provision shall not be construed to limit or restrain the right of the Inspection Officer to make an inspection of any other building or premises pursuant to any of the provisions of Indiana Code 36-7-9-1 et al.
- 13.2 Every rental unit operated and maintained in the city shall be inspected by the Building Commissioner or his designee at least one (1) time every four (4) years. The inspection shall be made to ascertain that the facility conforms to all requirements of this ordinance, any other ordinance of the city, and all statutes of the State of Indiana regarding such facilities.
- 13.3 Every occupant of a rental unit shall give the owner thereof or the owner's representative access to any part of such dwelling or rental unit or its premises at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this ordinance.
- 13.4 The Building Department shall issue to the owner of every registered and inspected rental unit an inspection certificate as proof that the unit passed inspection. The inspection certificate shall be valid until the next inspection.
- 13.5 At each change of occupancy, every owner or the owner's representative shall provide the occupant with a copy of the inspection certificate. The copy shall become part of warranty of habitability of the premises provided for in subsection 12.7. In the case of hotel or rooming house, the inspection certificate shall be posted in a conspicuous place within the facility.
- 13.6 If an Inspection Officer finds that a dwelling, dwelling unit, rooming house, rooming unit, or any other building or structure fails to comply with any standard set forth in this ordinance, any other ordinance of the City of Goshen, or any statute of the State of Indiana, he or she shall give notice of the alleged violation to the owner of the dwelling,

dwelling unit, rooming house, rooming unit, or any other building or structure. The notice shall be in writing and shall reasonably describe the violation found. The notice shall further specify the date by which the violation must be corrected. The notice shall be served upon the owner or the owner's representative, and the occupant of the dwelling, dwelling unit, rooming house, rooming unit, or any other building or structure.

- 13.7 A building that the Inspection Officer finds to be unsafe shall be repaired so that it meets acceptable standards within fifteen (15) days of the notice described in subsection 13.6. Any other violations shall be repaired within thirty (30) days of the notice of a violation described in subsection 13.6. If the violations cited are not corrected, a reinspection fee shall be levied against the person (either owner or occupant) responsible for correcting the violation cited. Reinspection may continue until the violations are corrected. The reinspection fee may be waived if the Inspection Officer finds that substantial progress has been made with regards to each separate violation noted or that the failure to correct the violation is not within the control of the person responsible for correcting the violation cited.
- 13.8 If a dwelling, dwelling unit, rooming house, rooming unit, or any other building or structure is cited for violations of this ordinance, no new violations shall be cited at the time of the reinspection for the original violation unless such new violations make the property unsafe.
- 13.9 Upon notification that an occupied rental unit has not obtained the necessary registration receipt, the Building Department may inspect such premises upon twenty-four (24) hour notification to the owner of the property, for the purpose of determining if any inspection certificate is required. If access cannot be obtained, the Inspection Officer may obtain an inspection warrant pursuant to the provisions of Indiana Code 36-7-9-16.
- 13.10 Nothing in the preceding subsection should be construed to require an investigation by the Building Department or any city employee prior to the city filing a complaint against the owner of real estate who fails to obtain a required registration receipt.

#### **Section 14. Enforcement**

- 14.1 If a cited violation is not corrected within the designated time, and the Building Commissioner finds that the building is unsafe within the meaning of Indiana Code 36-7-9-4, the Building Commissioner may issue an order requiring any of the following:
  - A. Vacating of an unsafe building.
  - B. Sealing an unsafe building against intrusion by unauthorized persons.
  - C. Extermination of vermin in and about the unsafe premises.
  - D. Removal of trash, debris or fire hazardous material in and about the unsafe premises.
  - E. Repair or rehabilitation of an unsafe building to bring it into compliance with standards for building condition or maintenance required for human habitation, occupancy, or use prescribed by a statute or this ordinance.
  - F. Removal of part of an unsafe building.
  - G. Removal of an unsafe building.

- H. Requiring, for an unsafe building that will be sealed for a period of more than ninety (90) days:
  - 1. Sealing against intrusion by unauthorized persons and the effects of weather;
  - 2. Exterior improvements to make the building compatible in appearance with other buildings in the area; and
  - 3. Continuing maintenance and upkeep of the building and premises.
- 14.2 The order supercedes any permit relating to the building or land use, whether that permit is obtained before or after the order is issued.
- 14.3 The order issued pursuant to subsection 14.1 shall contain the following:
  - A. The name of the person to whom the order is issued;
  - B. The legal description or address of the unsafe premises that is the subject of the order;
  - C. The action that the order requires;
  - D. The period of time in which the action is required to be accomplished, measured from the time when the notice of the order is given;
  - E. If a hearing is required, a statement indicating the exact time and place of the hearing, and stating that the person to whom the order was issued is entitled to appear at that hearing with or without counsel, present evidence, cross-examine opposing witnesses, and present arguments;
  - F. If a hearing is not required, a statement that an order under this section becomes final ten (10) days after notice is given, unless a hearing is requested in writing by a person holding a fee interest, a life estate interest or an equitable interest of a contract purchaser in an unsafe premises, and the request is delivered to the Building Department before the end of the ten (10) day period;
  - G. A statement briefly indicating what action can be taken by the Building Commissioner if the order is not complied with;
  - H. A statement indicating the obligation created by Indiana Code 36-7-9-27 relating to the notification of subsequent interest holders and the Building Commissioner; and
  - I. The name, address and telephone number of the Building Commissioner.
- 14.4 The order must allow a sufficient time, of at least ten (10) days from the time when the notice of the order is given, to accomplish the required action.
- 14.5 A hearing before the Board of Public Works and Safety must be held relative to each order of the Building Commissioner, except for an order issued under subsections 14.1(B), 14.1(C) and 14.1(D). A hearing shall be conducted before the Board of Public Works and Safety for all other orders of the Building Commissioner under this section.
- 14.6 The hearing shall be held on a business day no earlier than ten (10) days after notice of the order is given. The Board of Public Works and Safety shall grant a continuance of the scheduled hearing if requested in writing by a person holding a substantial property interest in the affected real estate, if such request is received not later than five (5) days

after the notice is given. Such continuance shall be for a period of not more than fourteen (14) days past the original date of the hearing.

- 14.7 If, at a hearing, a person to whom an order has been issued requests an additional period to accomplish action required by the order, and shows good cause for this request to be granted, the Board of Public Works and Safety may grant the request. However, as a condition for allowing the additional period, the Board of Public Works and Safety may require that the person post a performance bond to be forfeited if the action required by the order is not completed within the additional period.
- 14.8 Notice to the owner and all other holders of a substantial property interest shall be deemed sufficient if the notice is given pursuant to the provisions of Indiana Code 36-7-9-25.
- 14.9 The Board of Public Works and Safety, after having given notice of the time and place of a public hearing by publication in accordance with Indiana Code 5-3-1, shall adopt a schedule setting forth the maximum amount of performance bonds applicable to the various types of ordered action. The Board of Public Works and Safety shall use this schedule to fix the amount of the performance bond required under the previous subsection.
- 14.10 At the conclusion of any hearing before the Board of Public Works and Safety, the hearing authority may make findings and take action to affirm the Building Commissioner's order, rescind the Building Commissioner's order, or modify the Building Commissioner's order. However, unless the person to whom the order was issued or counsel for the person to whom the order was issued is present at the hearing, the Board of Public Works and Safety may not modify the order so that it is more stringent than the Building Commissioner's original order.
- 14.11 The findings made and action taken by the Board of Public Works and Safety shall be in writing and shall be available to the public upon request. However, neither the Building Commissioner nor the Board of Public Works and Safety is required to give any person notice of the findings and action other than those persons having a substantial property interest.
- 14.12 If the Building Commissioner finds it necessary to take emergency action concerning an unsafe premises in order to protect life, public safety or property, he or she may take that action without issuing an order or giving notice to any person having a substantial property interest. However, this emergency action must be limited to removing any immediate danger. Such action shall be taken only when it is not feasible to give notice and hold hearings as provided by subsection 14.3. Any person to whom such emergency action is directed shall comply therewith but shall be afforded a hearing before the Board of Public Works and Safety as soon as possible.
- 14.13 The Board of Public Works and Safety may recover the costs incurred by taking emergency action, by filing a civil action in the Circuit or Superior Court of Elkhart County against persons who held a fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises at the time the Building Commissioner found it necessary to take the emergency action.
- 14.14 Any person required to vacate an unsafe premises under the emergency action of this section may challenge the emergency action to vacate in the Circuit or Superior Courts of Elkhart County by challenging the Building Commissioner's determination that there is an immediate danger to life or safety of any person. The Building Commissioner shall have the burden of proving that an emergency action is necessary to prevent immediate danger to the life and safety of any person occupying or using nearby property.
- 14.15 If a cited violation is not corrected within the designated time period and the Building Commissioner finds that the building is unsafe within the meaning of Indiana Code 36-

7-9-4, the City of Goshen may file a complaint with the Elkhart Superior Courts, or Elkhart Circuit Court to assess any fine provided by this ordinance, to seek an injunction as provided by Indiana Code 36-7-9-18, or any sanction allowed by Indiana Code 36-7-9-1 through Indiana Code 36-7-9-28 inclusive.

- 14.16 If a cited violation is not corrected within the designated time period and the Building Commissioner does not find that the building is unsafe within the meaning of Indiana Code 36-7-9-4, the City of Goshen may file a complaint with Elkhart Superior Courts or the Elkhart Circuit Court to assess any fine provided by this ordinance.
- 14.17 Any rental unit for which the Building Department has issued an order finding the building or premises to be unsafe shall be so designated and placarded by the Inspection Officer.
- 14.18 No rental unit which is placarded as unsafe shall again be used for human habitation until the written approval is secured from the Building Department, Board of Public Works and Safety, or a court of law. The Inspection Officer shall remove the placard whenever the defect or defects upon which the finding that the building is unsafe have been eliminated.
- 14.19 No person shall deface or remove any notification of the Inspection Officer that any rental unit has been declared unsafe for human habitation.
- 14.20 The order of the Board of Public Works and Safety expires two (2) years after the notice of the order is given unless one or more of the following events occur within that two (2) year period:
  - A. A complaint requesting judicial review is filed by any party having a substantial property interest.
  - B. A contract for action required by the order is let at public bid.
  - C. A civil action concerning the property is filed either by the city or any person having a substantial property interest.
- 14.21 This ordinance specifically adopts the provisions of the Indiana Unsafe Building Law which are included in Indiana Code 36-7-9-1 through 36-7-9-28 inclusive.

**Section 15. Penalties**

- 15.1 Any person who commits any of the following acts is subject to a fine not to exceed Five hundred Dollars (\$500.00). Each day that a violation of this order continues shall constitute a separate offense.
  - A. A person who fails to obtain a registration receipt as required by this ordinance;
  - B. A person who fails to correct a violation cited in accordance with this ordinance, whether or not such violation makes the premises an unsafe premises, or whether the violation is a violation of this ordinance, another ordinance of the City of Goshen or a statute of the State of Indiana;
  - C. A person who removes or defaces the notification of the Inspection Officer that a rental unit has been determined to be unsafe.
- 15.2 Any building or premises which is unsafe within the meaning of Indiana Code 36-7-9-4 shall be subject to any other sanction provided in Indiana Code 36-7-9-1 through Indiana Code 36-7-9-28 inclusive.



15.3 A person failing to comply with an order of the Board of Public Works and Safety issued pursuant to this ordinance in connection with an unsafe building or premises will be subjected to any other sanction provided in Indiana Code 36-7-9-1 through Indiana Code 36-7-9-28 inclusive.

**Section 16. Miscellaneous Provisions**

- 16.1 Notice of orders, notice of statements of public bid are to be let, and notices of claims for payment must be given by:
- A. Sending a copy of the order or statement by registered or certified mail to the residence, place of business or employment of the person to be notified, with return receipt requested;
  - B. Delivering a copy of the order or statement personally to the person to be notified; or
  - C. Leaving a copy of the order or statement at the dwelling or usual place of abode by the person to be notified.

In the event that service is not obtained by foregoing methods, the alternate means of service described in Indiana Code 36-7-9-25 may be used.

**Section 17. Severability**

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

**Section 18. Other Ordinances**

- 18.1 All ordinances and parts of ordinances inconsistent or in conflict with the terms of this ordinance are repealed to the extent of such inconsistency or conflict.
- 18.2 This ordinance specifically repeals Ordinance 3508, except that all enforcement pending under Ordinance 3508 may be pursued to its conclusion.

**Section 19. Effective Date**

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

★ ★ ★ ★ ★

Ordinance 4068 was duly passed and adopted on May 14, 2002.  
Ordinance 4200 was duly passed and adopted on February 3, 2004.  
Ordinance 4271 was duly passed and adopted on December 7, 2004.  
Ordinance 4380 was duly passed and adopted on August 15, 2006.



# MEETING NOTES

**Client:** Downtown Goshen Inc.  
**Project:** Goshen Theatre Feasibility  
**Comm. No.:** 11168.00  
**Phase No.:** 01  
**File No.:** B3

**Purpose:** User / Community Interviews - #1  
**Location:** Goshen Chamber of Commerce  
**Meeting Date:** 12/7/2011

**Attendees | Distribution:**

A	D				
		Matt Janiak	Westlake Reed Leskosky	(216) 522.1350	Architect
		Alysha Liljeqvist	Downtown Goshen Inc.	(203) 984-6922	Project Coordinator
		Adam Fleming(AF)	Community Advocate		
		Geoffrey Landis(GL)	Menno Travel (building owner)		

1. Q: Who do you think could or should use the Goshen Theatre
  - a. GL- The community/region has many performing arts spaces
    - i. LVD Elva Miller, concert promoter, major user
    - ii. New World Arts, local theatre group, possible user
    - iii. Old Bag factory, local conference and performance space
  - b. GL - Goshen is a family friendly downtown area
2. Q: What programming is working at the Goshen theatre
  - a. AR – second run movies
  - b. GL – the space is used for music group practicing, the music can be heard in the adjacent building. (note: this would need to be addressed in design)
  - c. First Fridays (Gina) is a well-coordinated and programmed event(s) each first Friday of the month. This is a big draw in the community to the bring people downtown.
  - d. Kansas Bible Company, music group
  - e. AR – could the building be a Micro Biz site?
  - f. Goshen Theatre could be a destination place
3. Q: How much does the Menno travel office space rent for now?
  - a. GL – we have 1400 s.f. that we rent for \$1400 per month and 3000 s.f. with additional 3000 s.f. of storage that we have rented for \$1300 per month, which is a discounted rate.
4. Q: How late are the downtown businesses open?
  - a. Weekday – 6a until 9-10p (various restaurants are open)
  - b. Weekend retail closes around 6p
5. Q: What would like the experience to be at the Goshen theatre?
  - a. GL – Musical theatre, Broadway theatre

# MEETING NOTES

Continued

- i. Note the community has a Hispanic population in the 30-40% range and continues to grow.
  - b. AR – New Horizons Group (music) 70 piece group, Elkhart based
    - i. Musical theatre
    - ii. Top music acts
      - 1. Over the Rhine, Jazz, bluegrass, Steel Wheels, Allison Krauss (big draw)
  - c. GL – 4H County Fair is a big draw
  - d. Other competing venues
    - i. South Bend: Morris Civic (2500 seats, Broadway series),
    - ii. Elkhart: Lerner
    - iii. Goshen College: Sauder Hall (music hall)
- 6. Q: Do the college students come to the downtown?
  - a. Student life is mostly isolated to the campus
  - b. Goshen alum stay or move to Goshen.

END of NOTES

# MEETING NOTES

**Client:** Downtown Goshen Inc.  
**Project:** Goshen Theatre Feasibility  
**Comm. No.:** 11168.00  
**Phase No.:** 01  
**File No.:** B3

**Purpose:** User / Community Interviews - #2  
**Location:** Goshen Chamber of Commerce  
**Meeting Date:** 12/7/2011

**Attendees | Distribution:**

A	D				
		Matt Janiak	Westlake Reed Leskosky	(216) 522.1350	Architect
		Alysha Liljeqvist	Downtown Goshen Inc.	(203) 984-6922	Project Coordinator
		John Shoup(JS)	Elkhart Civic Theatre (AD)		
		Anna Pasquarello(AP)	Audio Engineer (Lerner, Goshen)		

1. Q: What is your opinion of the City / College relationship, are there any opportunities for the Goshen theatre?
  - a. JS – could be rented for student events but they have the Umble Theatre (500 seats)
  - b. AP – music, Over the Rhine, Heavy Metal, Kansas Bible, Blues and Jazz
  - c. AP – Events at the theatre are not well promoted
2. Q: What type of work do you do at the Elkhart Civic Theatre?
  - a. JS – Family, Adult, not too progressive, standards
    - i. 40% of income is from ticket sales
    - ii. Sex and foul language do not do well
    - iii. Average 3-4 musicals a year, these are well attended
    - iv. Tickets:
      1. \$13 per show (7-8yr average)
      2. 9 shows a season
      3. 80% sold per year
    - v. Cast / Actors – Open auditions for each show
  - b. JS – other competing venues / groups
    - i. South Bend Civic (Black Box)
    - ii. South Bend: Century Center (120 seats)
    - iii. New World Arts (avant-garde group), possible user
    - iv. The Acting Ensemble (group)
3. Q: Would Elkhart Civic Theatre (ECT) consider presenting at the Goshen Theatre (GT)
  - a. JS – we have thought about it.

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# MEETING NOTES

Continued

- i. We are not sure, we could expand our program to include the Goshen or we would consider the Goshen as our full time home.
4. Q: What does the ECT have now in their performance space?
  - a. Seats 75-120, size is ok
  - b. Stage 17'-6" wide by 30' deep
  - c. AV, actors not amplified but have 16 cordless mics and a 12ch board
  - d. No fly capabilities
5. Q: what would you like to see at the Goshen theatre if you performed their
  - a. AP – should upgrade sound system
  - b. JS – would like to fly within the stage house or have a grid to hang, I don't see anything heavier than 500#
  - c. Need front of house lighting position
  - d. GT has some electrical issues
  - e. Need a safe fly system
  - f. Small shop for repair, paint but building could be off site but would prefer somewhere on site
  - g. Fall safety is important
  - h. Would like a pit if possible
  - i. Need more wing space, better if it could be adjustable
  - j. 30-40 foot wide proscenium
  - k. Good support space or an option to expand when cast increases
    - i. 40-70 actors for musicals
  - l. Good public toilets, we have an older patron group
6. Q: What one thing would you want to see done or note done to the Goshen Theatre?
  - a. AP – I love the feel of the old theatre
  - b. JS – Retain the history of the theatre
7. JS – Good groups would cross over to Goshen
8. JS – Downtown Goshen has many good places to go after shows

END of NOTES

# MEETING NOTES

**Client:** Downtown Goshen Inc.  
**Project:** Goshen Theatre Feasibility  
**Comm. No.:** 11168.00  
**Phase No.:** 01  
**File No.:** B3

**Purpose:** User / Community Interviews - #3  
**Location:** Goshen Chamber of Commerce  
**Meeting Date:** 12/7/2011

**Attendees | Distribution:**

A	D				
		Matt Janiak	Westlake Reed Leskosky	(216) 522.1350	Architect
		Alysha Liljeqvist	Downtown Goshen Inc.	(203) 984-6922	Project Coordinator
		Earlene Nofziger(EN)	Theatre Task Force, Goshen Historic Committee		
		Janette Yoder(JY)	DGI, Goshen College		
		Doug Risser(DR)	Menno Travel		

1. The third floor of the Menno travel building was once the Elks Lodge (WRL obtained the historic photos)
2. DR – We should be in discussion with Goshen College
3. DR - The economics of the project are important
4. DR – is “This” needed or not. What is the real extent of the project, how much of the building “must” it incorporate.
5. DR – To attract and retain professionals we need amenities like the theatre.
6. DR – we are influenced by the Lerner building success and what something like that can do for Goshen.
7. DR – the first and second floor of the Menno side are good business lease space. Our intention is to use that as our retirement income
8. DR – If Menno stays in the building (preferred) we would need main street access.
9. EN – you need to get a copy of the Goshen Historic Preservation Ordinance.
10. We are worried about taking on the project renovation as one large project
11. Richmond Theatre in Indiana went through a recent renovation
12. Other Venues in the area
  - a. Nappanee Amish Acres
  - b. Wagon Wheel, Warsaw
13. Latin/ Hispanic community programming is important
14. Also a significant Russian and Slavic heritage
15. Add an elevator
16. Could the building support a residential program?
17. The alley has a water infiltration problem

END of NOTES

# MEETING NOTES

**Client:** Downtown Goshen Inc.  
**Project:** Goshen Theatre Feasibility  
**Comm. No.:** 11168.00  
**Phase No.:** 01  
**File No.:** B3

**Purpose:** User / Community Interviews - #4  
**Location:** Goshen Chamber of Commerce  
**Meeting Date:** 12/7/2011

**Attendees | Distribution:**

A	D				
		Matt	Janiak	Westlake Reed Leskosky	(216) 522.1350 Architect
		Alysha	Liljeqvist	Downtown Goshen Inc.	(203) 984-6922 Project Coordinator
		Geoffrey	Landis	Menno Travel	
		Doug	Risser(DR)	Menno Travel	

1. Rent in the range of \$5,000 - \$6,000 would be great for the Menno side of the building
2. Q: If the project needed to expand into the Menno side, what would be acceptable to you?
  - a. Menno could distribute the office into a first level (8-10 people) to maintain street access (need big presence) and move the rest of the staff to the second floor (8-10 people).
  - b. We could sell the building
  - c. We could lease the needed expansion space to the theatre
  - d. We could lease the entire building to the theatre and relocate Menno travel to a smaller office with good street presence.
3. Q: what are some of the problems or building issues you are aware of at this time?
  - a. Roof drain leaks, we are looking into repairing
  - b. At the location where the Menno building adjoins the next building drainage should be improved
  - c. An asbestos report has not been done for the building (WRL recommends one be commissioned)
  - d. Roof on the Menno side is 25 years old.

END of NOTES



# MEETING NOTES

**Client:** Downtown Goshen Inc.  
**Project:** Goshen Theatre Feasibility  
**Comm. No.:** 11168.00  
**Phase No.:** 01  
**File No.:** B3

**Purpose:** User / Community Interviews - #5  
**Location:** Goshen Chamber of Commerce  
**Meeting Date:** 12/7/2011

**Attendees | Distribution:**

A	D				
		Matt	Janiak	Westlake Reed Leskosky	(216) 522.1350 Architect
		Alysha	Liljeqvist	Downtown Goshen Inc.	(203) 984-6922 Project Coordinator
		Grant	Beachy(GB)	Electric Angel Studios	
		David	Daugherty(DD)	Goshen Chamber of Commerce	

1. DD – can the Goshen be more?
2. GB – Goshen is an Arts friendly downtown, it’s more approachable
  - a. The theatre is a good size
  - b. The theatre needs and operating group
  - c. Theatre needs either a PR person and/or better marketing strategy
  - d. Music and theatre could use it as an incubator space
  - e. Need to keep the space approachable (cost of rental)
3. New World Arts could be a user. They have a small 49 seat black box across the street
4. GB – the theatre could be a destination or authority of arts
5. DD – should have a variety of entertainment
6. Music, Folk, Jazz, Country, Singer Songwriter and Indie
7. Honneywell Center in Wabash is a good PAC
8. Hammond Center for the Arts
9. GB – the theater could be used for a recording studio
10. TG music, the local music store could be a possible user (Jason Samuels)
11. Downtown Goshen could be a music incubator
12. GB – capture and broadcast via digital content and use the Goshen Theatre as the hub
13. GB – music and family is a strong educational thread
14. GB – December can be a slow month for entertainment

END of NOTES

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**Client:** Downtown Goshen Inc.  
**Project:** Goshen Theatre Feasibility  
**Comm. No.:** 11168.00  
**Phase No.:** 01  
**File No.:** B3

**Purpose:** User / Community Interviews - #6  
**Location:** Goshen Chamber of Commerce  
**Meeting Date:** 12/7/2011

**Attendees | Distribution:**

A	D				
		Matt Janiak	Westlake Reed Leskosky	(216) 522.1350	Architect
		Alysha Liljeqvist	Downtown Goshen Inc.	(203) 984-6922	Project Coordinator
		Elva Miller(EM)	LVD (User)		
		Mark Brinson	Theatre Task Force City of Goshen, Redevelopment		

1. EM – I produce 1-2 shows per month for my season.
  - a. Producing more shows in the Goshen over the past year
  - b. Season: January – May, Usually break for summer, Oct-Nov.
  - c. Total show average from 7-10 per year
  - d. Program type (Music)
    - i. Upcoming Folk, Bluegrass, Jazz, Irish
    - ii. No festivals
  - e. Ticket costs per show – \$15,20,25
  - f. Can book bigger shows at the Goshen than in prior location
  - g. Show attendance – 200-400 people
  - h. Season is planned 6 months in advance
  - i. Age of patron – middle to senior
  - j. Facility needs for my productions
    - i. Band do not usually have technical crew, we usually provide the crew
    - ii. All shows are amplified music
    - iii. More electrical capacity
    - iv. Nice green room for the talent
    - v. Toilet rooms for the talent
    - vi. Dressing rooms (2) with toilet and shower
    - vii. Good theatrical lighting
    - viii. Main drape for the stage (nice but not necessary)
    - ix. Mid-stage curtain to adjust stage depth
    - x. Seating is ok

# MEETING NOTES

Continued

- xi. New carpet
- 2. Q: how do you sell tickets?
  - a. EM - Phone, website, at Goshen office, walk ups (cash box)
    - i. If I sell 140 tickets, 120 are off site and 20 on site
- 3. Q: Do you sell merchandise?
  - a. EM - I do not but the bands may set up a 4 foot by 8 foot folding table
- 4. Q: Do you have any concessions at the shows?
  - a. EM – bottled water and coffee, would sell alcohol and food
- 5. Q: What one thing would you do to the Goshen theatre?
  - a. EM – I like the marquees and I would expand the lobby
- 6. MB – the Goshen should focus on local and community adult and family entertainment
  - a. Tie children’s drama into productions
- 7. MB – how can the theatre build off the First Friday program, which is a BIG draw?
- 8. Group suggested we talk with David Smith at the Lerner (574.294.5471)
- 9. MB – there is an interest in live music locally
  - a. There is a strong music community here
  - b. Weddings could be a revenue source
- 10. MB - The City of Goshen would not own the theatre
- 11. MB – theatre is in TIF area
- 12. MB – tax abatement in future
- 13. Q: what other uses or users can you see at the Goshen theatre
  - a. MB – Creative Arts incubator
  - b. MB – Art classes
  - c. MB – Music classes
  - d. MB – School of Rock idea, where the kids go through a class or camp and perform at the end on the stage
  - e. MB – you should talk with Sheri Howland of the City Parks Department (574.536.8847)

END of NOTES

# MEETING NOTES

**Client:** Downtown Goshen Inc.  
**Project:** Goshen Theatre Feasibility  
**Comm. No.:** 11168.00  
**Phase No.:** 01  
**File No.:** B3

**Purpose:** User / Community Interviews - #7  
**Location:** Goshen Chamber of Commerce  
**Meeting Date:** 12/8/2011

**Attendees | Distribution:**

A	D				
		Matt Janiak	Westlake Reed Leskosky	(216) 522.1350	Architect
		Alysha Liljeqvist	Downtown Goshen Inc.	(203) 984-6922	Project Coordinator
		Nate Butler(NB)	Goshen Theatre TD		
		Jerry Peters(JP)	Freelance Theatre Tec Formerly of Goshen College		

1. Q: How long is the season?
  - a. February – December 15
2. Q: What programs do you see at the Goshen Theatre
  - a. Could have an educational aspect
  - b. Music events are bigger draw
  - c. Theatre not as big as Music at this time
  - d. Goshen College has 25 majors (4-6 are seniors), theatre could provide opportunity for internships
  - e. JP – could imagine a Black Box in the facility
  - f. New World Theatre
  - g. Elkhart Civic Theatre
  - h. Goshen High School
  - i. Can the theatre facilitate cross collaboration within the community
    - i. Blue collar programming
    - ii. Agriculture programming
    - iii. Christian programming
3. Q: What one thing would you change in the theatre
  - a. Should be very functional
  - b. Need base level of AV and Lighting equipment, 5-6 electricians in the stage house
  - c. Spaces for education (get parents and their children into the building) and retail
  - d. Mixed use
  - e. Make it very open and permeable to allow community to walk in
  - f. Art mart, Artist Guilds, Art Walk, Open Studio tour

END of NOTES

# MEETING NOTES

**Client:** Downtown Goshen Inc.  
**Project:** Goshen Theatre Feasibility  
**Comm. No.:** 11168.00  
**Phase No.:** 01  
**File No.:** B3

**Purpose:** User / Community Interviews - #8  
**Location:** Goshen Chamber of Commerce  
**Meeting Date:** 12/8/2011

**Attendees | Distribution:**

A	D				
		Matt	Janiak	Westlake Reed Leskosky	(216) 522.1350 Architect
		Alysha	Liljeqvist	Downtown Goshen Inc.	(203) 984-6922 Project Coordinator
		Gina	Leichy(GL)	DGI, Theatre Task Force	Fundraising
		Julia	Gautsche(JG)	City of Goshen, Facade	

1. Q: What are your goals for the project?
  - a. JG – Façade and common face of building that is not historically correct to original building should be removed and return to original design.
  - b. JG – Open the building and give it back to the community, would like activity in the building.
  - c. GL – Economic development is important (Don Minter could be helpful)
  - d. GL - Need to make sure what is done will last
  - e. GL – I expect to get the program ad fundraising needs form the report you are developing
  - f. JG – Marquee is an important element
2. Q: Who do you see using the facility?
  - a. Coordinate with First Fridays
    - i. Could use theatre during inclement weather
    - ii. Use ballroom for teen events
  - b. Dance, film and music
    - i. Big films go to the national chains
  - c. Paul Stuery – Community Sustainable
  - d. Barbara Powtuc, Debbie Warbrook (dance)
  - e. Any exercise and dance groups
3. JG – need a central coordinator
4. JG – with the church as the owner it prohibits certain opportunities
  - a. No public monies available
  - b. Prohibited from certain grants
  - c. We need to remove barriers

END of NOTES

# MEETING NOTES

**Client:** Downtown Goshen Inc.  
**Project:** Goshen Theatre Feasibility  
**Comm. No.:** 11168.00  
**Phase No.:** 01  
**File No.:** B3

**Purpose:** User / Community Interviews - #9  
**Location:** Goshen Chamber of Commerce  
**Meeting Date:** 12/8/2011

**Attendees | Distribution:**

A	D				
		Matt	Janiak	Westlake Reed Leskosky	(216) 522.1350 Architect
		Alysha	Liljeqvist	Downtown Goshen Inc.	(203) 984-6922 Project Coordinator
		Myron	Bontrager	Electric Brew (owner) Church Pastor (building owner)	

1. Q: What are your goals for this project?
  - a. Enhance the community (economically, entertain, culturally)
  - b. Bring life and color to the downtown
2. Q: What role do you see the church playing in the project / process?
  - a. Possibly create a non-profit organization to run the theatre
  - b. Definitely be part of the future use of the space
    - i. Q: how would you use the space
      1. Every Sunday
      2. Main space and basement area
      3. 1 day a week for youth groups (Wednesday)
      4. Sunday night groups (2 per month)
      5. Keep our office space in the building
3. We have discussed the non-profit options with Randall Jacobs (Yoder, Ainlay, Ulmer & Buckingham, LLP), We could maintain controlling interest in the partnership
  - a. Discussed board of director (9 total with Church having 3 positions)
  - b. We would influence but not drive the decisions
4. Q: What do you think is important to keep in mind for the project?
  - a. The place should have a personality that that reflects the community
  - b. Keep the feel of the place today
5. Q: What things would you change?
  - a. Lighting and sound need upgrades
  - b. Needs to be accessible (ADA)
  - c. Average person shouldn't notice a major change

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# MEETING NOTES

Continued

- d. 5<sup>th</sup> and main storm is connected and creates problems
  - e. Need to cap the storm sewer inside the building
  - f. Roof was done within the last 2 years and carries a 15 yr warranty
  - g. Alley side of building has water infiltration problem. This infiltration is from the alley grading, it slopes toward the building.
  - h. Alley side of building was tuck pointed in 2010
  - i. Electrical system had some upgrades around 2003.
6. Q: What uses do you see for the space?
- a. Should be a community event space
  - b. Music
  - c. Drama
  - d. More variety

END of NOTES

# MEETING NOTES

**Client:** Downtown Goshen Inc.  
**Project:** Goshen Theatre Feasibility  
**Comm. No.:** 11168.00  
**Phase No.:** 01  
**File No.:** B3

**Purpose:** User / Community Interviews - #10  
**Location:** Goshen Chamber of Commerce  
**Meeting Date:** 12/8/2011

**Attendees | Distribution:**

A	D				
		Matt Janiak	Westlake Reed Leskosky	(216) 522.1350	Architect
		Alysha Liljeqvist	Downtown Goshen Inc.	(203) 984-6922	Project Coordinator
		Jason Oswald	Constant Spring (owner)		

1. Q: How would you use the Goshen theatre?
  - a. Could be like the Vic theatre (Chicago, IL)
    - i. Sort of a House of Blues feel
  - b. Needs to be a flexible venue
  - c. You could get patrons from South Bend
2. You should talk with Laura Gouin from New World Theatre.
3. Q: Would you use the theatre to produce larger music events that you cannot accommodate
  - a. yes

END of NOTES



# MEETING NOTES

**Client:** Downtown Goshen Inc.  
**Project:** Goshen Theatre Feasibility  
**Comm. No.:** 11168.00  
**Phase No.:** 01  
**File No.:** B3

**Purpose:** User / Community Interviews - #11  
**Location:** Goshen Chamber of Commerce  
**Meeting Date:** 12/7/2011

**Attendees | Distribution:**

A	D				
		Matt Janiak	Westlake Reed Leskosky	(216) 522.1350	Architect
		Alysha Liljeqvist	Downtown Goshen Inc.	(203) 984-6922	Project Coordinator
		Adrienne Nesbit(AN)	New World Theatre		
		Jessica DeGross(JD)	New World Theatre(AD)		
		Mike Honderich(MH)	New World Theatre(TD)		
		Laura Gouin	New World Theatre		

1. AN - New World Theatre (NWT) is an introspective group started by students from Goshen College in 1998.
  - a. Who's afraid of Virginia Wolf
  - b. Can be controversial theatre
  - c. 24/7 festival
2. (JD, MH) – NWT could produce in other places
  - a. Would like to produce a musical, would do 1 per year
3. Ticket prices are \$10 per show
4. NWT can draw from as far as South Bend
5. Season (planned 6 months in advance):
  - a. 7 main shows
  - b. 24/7 festival
  - c. Improv series (always sells out)
6. Patron age range: 20-40
7. NWT does package "Night Out" deals with local restaurants
8. Some revenue is contributed
9. Would be interested in producing in the Goshen theatre
10. Suggest we should talk with Melanie Wade (dance instructor), her troop (10 people) doesn't have a place to perform.

END of NOTES

