**Henry County**
**Planning Commission**

Henry County Office Building
1201 Race St., Suite 212
New Castle, IN 47362
Phone: (765) 529-7408

# STAFF REPORT

## Henry County Planning Commission
## (September 17th, 2020 Meeting)

| | |
|---|---|
| **Docket # / Project Title:** | B: 2237 Don and Jessica Sweeney Rezone to GB & CAU for events venue |
| **Staff:** | Darrin Jacobs, Zoning Administrator |
| **Applicant:** | Don & Jessica Sweeney, 5198 N Mechanicsburg Rd, Middletown, IN 47356 |
| **Property Size:** | .75 Acres |
| **Current Zoning:** | Single Family Residential (R1) |
| **Location:** | 5140 N Mechanicsburg Rd, Middletown, IN 47356 |
| **Parcel #:** | 003-01857-00 |
| **Staff Recommendation:** | To **Approve** the Rezone and CAU request. |

### Background Summary:
The property was the former location of the Mechanicsburg School. The Mechanicsburg Masonic Lodge #392 has utilized the property as their Lodge Hall since 1950. The Lodge is now dissolving and wishes to sell the property. Don and Jessica Sweeney live in the house just north of the property and would like to purchase the property and use it and the building to host events such as weddings, parties, family reunions and community gatherings. The Sweeney's have no plans to expand the building or do any major renovations beyond cosmetic upgrades and stabilizing the building.

### Key Issue Summary:
The following key issue(s) should be resolved through the consideration of this application: Does the proposed change of use fit with the County Comprehensive plan. Will the proposed use of the property create conflicts with neighboring properties, become a burden to public services and infrastructure, and can the proposed use of the property meet all other federal, state, and county regulation requirements.

### Decision Criteria for Amending the Zoning Map:
1. Is the proposed amendment consistent with the goals, objectives and policies of the Comprehensive Plan,
2. Is the proposed amendment compatible with the current conditions and the overall character of existing development in the immediate vicinity of the subject property;
3. Is the proposed amendment the most desirable use for which the subject property is adapted;
4. Will the proposed amendment have an adverse effect on the value of properties throughout the jurisdiction;
5. Does the proposed amendment reflect responsible standards for growth and development.

**Decision Criteria for approving a Commission Approved Use:**

1. The proposed Commission Approved Use is to be located in a Zoning District wherein such use may be permitted;
2. The requirements set forth in the Zoning District and this Section for such Commission Approved Use will be met;
3. The proposed uses are consistent with the spirit, purpose and intent of these regulations, will not substantially and permanently injure the appropriate use of the neighboring property and will serve the public convenience and welfare.

**Planning Commission Action:**

**Rezone Request**

The Planning Commission shall recommend the approval, denial or approval with modifications of the proposed zoning change from Single Family Residential (R1) to General Business (GB) and shall submit its written recommendation, together with the petition for the map change, to the Henry County Commissioners.

**Commission Approved use**

If the Planning Commission recommends the property to be zoned GB and the County Commissioners agree with their recommendation, and the Planning Commission finds in the affirmative on the three questions for a CAU they will direct the Zoning Administrator to record their findings and grant an Improvement Location Permit for the Commission Approved Use.

**Zoning Summary:**

GB General Business Districts are established to provide areas that are appropriate for all kinds of businesses and services, particularly large space users such as department stores, specialty stores and the like. Shopping centers are good examples of uses in the GB District. It is necessary that GB Districts be located along major collectors.

**Examples of Permitted ("by right") Uses in General Business (GB):**

Accounting, Auditing and Bookkeeping Service; Advertising Structure; Agricultural Credit Institution; Antique and/or Secondhand Store; Apparel Shop; Appliance Store, Household; Attorney's Office; Automobile Parts Store; Automobile Rental and/or Leasing Agency; Automobile Sales, New and/or Used; Bait Sales, Live; Bakery, Retail, Baking and Selling; Bakery, Retail, Selling Only; Bank or Financial Institution; Barber Shop; Beauty Shop; Bicycle Shop; Bond and/or Mortgage Company; Book and/or Stationery Store; Bowling Alley; Bus Passenger Station; Business Service and/or Office, Professional; Cafeteria; Camera and/or Photo Supply Store; Candy, Nut and/or Confectionery Shop; Car Wash, Automatic; China, Glassware and/or Metalware Shop; Church; Cigar and/or Tobacco Store; Clinic; Clothing Store, Rental; Clothing Store, Family; Computer Sales and/or Service Stores; Credit Adjustment and/or Collection Agency, Consumer; Dairy Product Store; Dance Hall, Studio and/or School; Delicatessen; Department Store; Detective and/or Protective Agency; Diaper Service; Direct Mail and/or Stenographic Service; Drapery, Curtain and/or Upholstery Shop; Dressmaking Shop; Driving School; Drug and/or Proprietary Store; Electrical Repair Shop; Employment Agency, Private Exterminating Service; Farm and Garden Supply Store; Farm Equipment Sales and/or Service Store; Finance Company, Installment Sales; Floor Covering Store; Florist Shop; Formal Wear Rental Shop; Fraternal Organization; Fruit and/or Vegetable Market; Funeral Home or Mortuary; Furniture Sales, Service and/or Repair Store; Furrier and/or Fur Sales Store; Garage, Parking; Garage, Public; Gift, Novelty and/or Souvenir Shop; Golf Course, Miniature; Golf Driving Range; Greenhouse, Commercial; Grocery Store; Hardware Store; Health and Fitness Center; Health Foods Store; Hobby, Toy and/or Game Store; Hospital; Hotel or Motel; Ice Cream Parlor or Store; Insurance Agent, Broker and/or Service Office; Jewelry Store; Laboratory, Medical or Dental; Laboratory, Testing, Commercial; Laundry and/or Dry Cleaning Center, Coin-Operated; Laundry and/or Dry Cleaning Center, Commercial; Lodge or Private Club; Lunch Room; Marina; Marine Sales Dealership; Meat

and/or Fish Shop; Medical or Dental Office; Monument Sales Dealership; Motorcycle and/or Motor Scooter Sales and/or Service Shop; Municipal or Government Building; Museum and/or Art Gallery; Music and/or Recordings Store; News Dealer; News Service Office with Publishing; News Service Office without Publishing; Night Club; Optometrist's Office; Paint, Glass and/or Wallpaper Store; Parking Lot; Pet Shop; Pharmacy; Photocopying and/or Duplicating Service; Photo Store, Drive-In; Photographic Studio; Plumbing, Heating and/or Air-Conditioning Dealer; Police or Fire Station; Radio and/or Television Shop; Radio and/or Television Station or Studio; Railroad Right-of-Way and Necessary Uses; Railway or Bus Station; Real Estate Service; Recreational Enterprise, Outdoor Commercial; Restaurant; Restaurant, Carry-Out; Restaurant, Drive-In; Savings and Loan Association or Credit Union; School; School, Trade or Business; Shoe Service and Repair Shop; Sign (See Section 11.0.); Skating Rink; Specialty Food Shop; Sporting Goods Store; Stock Broker and/or Dealer; Studio Business; Supermarket; Tavern; Theater, Dinner; Theater, Indoor; Theater, Outdoor; Truck Rental and/or Leasing; University, College or Other Institution of Higher Education, Public or Private; Watch, Clock and/or Jewelry Repair Shop; Welfare and/or Charitable Services Agency

| **Current Property Information:** | |
|---|---|
| **Zoning and Land Use:** | Residential R1, current use is a Masonic Lodge |
| **Site Features:** | Approximately .75acres with a two story brick building and asphalt parking lot |
| **Flood Hazards or County Tiles/Open Drains:** | No Floodplain or County Drains. Part of the property is in the Firman Jessup watershed. |
| **Special Circumstances:** (Airport Hazard Area, Wellhead Protection Area, etc.) | The Methodist Church to the south has their driveway on this parcel and shares parking with the Masonic Lodge. |
| **Vehicle Access:** | One access points off of N Mechanicsburg Rd that it shares with the Methodist Church. |
| **Septic or Sewer:** | Presumed functioning septic. Applicant proposes to use temporary restrooms for events when needed. |
| **Well or Municipal Water:** | No municipal water is available. Assumed well. No information provided about depth or status of the well |
| **Subdivision Restrictions:** | N/A |

| Surrounding Zoning and Land Use: | | |
|---|---|---|
| | **Zoning:** | **Land Use:** |
| **North:** | Rural Residential (RR) | Single family home/row crops<br>Sorg/Sweeny property |
| **South:** | Residential (R1) | Church/parking<br>Methodist Church |
| **East:** | Rural Residential (RR) | Agriculture/row crop<br>Sorg property |
| **West:** | Residential (R1) | Single family homes<br>Ellison & Bell properties |

**Property Development Standards**

| | General Business (GB) |
|---|---|
| **Minimum Lot Area:** | 2,178 sf. (.05 acres) |
| **Minimum Lot Width:** | 80 ft. |
| **Maximum Building Height:** | 45 ft. |
| **Minimum Front Yard Setback:** | 55 ft - abutting a Major Collector Road or Street<br>30 ft - abutting a Minor Collector Road or Street<br>30 ft - abutting a Local Road or Street |
| **Minimum Side Yard Setback:** | 10 ft. |
| **Minimum Rear Yard Setback:** | 40 ft. |
| **Accessory Structure Setback:** | 10 ft. |

**History of this Location:**

The relevant history of this property includes the following:

1. Site of the former Mechanicsburg School
2. 07-17-1950 the property and building were sold to the Mechanicsburg Lodge F. & A. M. No. 392.
3. 08-11-2020 Don & Jessica Sweeney applied for a rezone and CAU to host an events venue.

## Comprehensive Plan Consideration(s):

A. Page 27; Residents expressed a desire to prioritize redevelopment and infill development over the development of open spaces or prime agricultural land.

B. Page 87; Encourage and support the adaptive reuse of vacant structures.

C. Page 92; More than a set of destinations, a strong tourism sector can foster shared responsibility among what are otherwise separate and distinct municipalities, and serve as a community builder; Ensure that tourism and tourism related activities enhance the county's character, which is primarily defined by natural and cultural/historical resources.

D. Page 92; In order to improve upon Henry County's tourism sector, the County must: Ensure that tourism and tourism related activities enhance the county's character, which is primarily defined by natural and cultural/historical resources. Protect the county's cultural/historical resources while promoting tourism and educational opportunities at each site. Seek appropriate outlets for promoting the natural cultural/historical based tourism and visitation opportunities. Promote year-round tourism and further establish winter tourism destinations.

E. Page 116; Identify non-residential buildings with adaptive re-use potential.

F. Page 122; Desired Amenities, More active and passive recreational opportunities for a variety of users; as well as additional opportunities for dining, entertainment and lodging; hospitality

## Planning Consideration(s):

The following general site considerations, planning concepts, and other facts should be considered in the review of this application:

1. The proposed use is located off of N Mechanicsburg Road, which is a fairly heavily traveled road due to the fact that it connects St Rd 36 with St Rd 236. Increased traffic, especially when an event is over, may be greater than normal and could pose traffic conflicts.
2. The property is located less than 700 feet north of St Rd 36 and provides easy access to that arterial road.
3. Time limits on events, especially music, can help mitigate disruptions to neighbors.
4. The proposed recreational use would remove very little, if any, productive farm ground from agricultural use.
5. The proposed use would add a community gather space to an area in the county that has few approved spaces for family and community events.

## Preliminary Staff Recommendation & Finds of Fact:

Staff recommendation is to **APPROVE** the request for the following reasons:

## Rezone request

1. Is the proposed amendment consistent with the goal, objectives, and policies of the Comprehensive Plan?
    a. The Comprehensive Plan supports adaptive reuse of vacant structures.
    b. The Comprehensive Plan supports the use of the county's cultural/historical resources while promoting tourism and educational opportunities at each site.
    c. The Comprehensive Plan recommends identifying non-residential buildings with adaptive re-use potential.

2. Is the proposed amendment compatible with the current conditions and the overall character of the development in the immediate vicinity of the subject property?
    a. The building has been there for decades and there are no plans to make major changes to the structure.
    b. The use has been as community gathering space for the members of the lodge and their families.
    c. The use can be a benefit to the community and the surrounding neighbors as an easily accessible large gathering space.
    d. The additional revenue will allow the applicant the ability to save and maintain a historic structure that might otherwise have been demolished.
3. Is the proposed amendment the most desirable use for which the subject property is adapted?
    a. To reconfigure the building for residential purposes would require additional remodeling to make it functional.
    b. There are no other businesses or community buildings in or around Mechanicsburg.
4. Will the proposed amendment have an adverse effect on the value of properties throughout the jurisdiction?
    a. There will be minimal impact to the current amount of traffic or vehicular conflicts, since the property has been used for decades as a gathering space for the Masonic Lodge and the Methodist Church.
    b. The proposed type of events should cause little disruptions from noise or light to the neighboring properties since most use will be indoors.
    c. The proposed type of events would not normally be considered "undesirable" in the community and would most likely not be perceived to be a factor on neighboring property values.
5. Does the proposed amendment reflect responsible standards for growth and development?
    a. The proposed use would not remove farm ground from use and would add value and income the applicant who own the neighboring property.
    b. The area currently has no commercial properties.
    c. The proposed use is along a major corridor.
6. The final action on whether to rezone the parcel to General Business (GB) will be made by the Henry County Commissioners.
7. The final action on whether to allow the change in use is left in the hands of the Henry County Planning Commission.

**CAU Request**

1. The proposed Commission Approved Use is to be located in a Zoning District wherein such use may be permitted;
    a. The property would need to be zoned General Business (GB).
    b. Recreational Development is allowed on GB if the applicant receives a CAU.
2. The requirements set forth in the Zoning District and this Section for such Commission Approved Use will be met;
    a. Nothing the applicant is proposing at this time will be in conflict with the Henry County Development Code.
    b. The applicant will need to follow all Federal, State, and Local regulations in order to use this

property as requested.

c. The applicant will need to file for permits and receive approval from both the State and local level for construction of any structure the public may use.

3. The proposed uses are consistent with the spirit, purpose and intent of these regulations, will not substantially and permanently injure the appropriate use of the neighboring property and will serve the public convenience and welfare.

   a. The comprehensive plan advocates for Henry County increasing the number and variety of tourism destinations
   b. The plan also advocates for reuse of vacant structures.
   c. The plan states that residents desire more recreational opportunities.
   d. If time limits on events are observed there should be minimal disruption to the neighboring properties.

*This report was compiled by the staff with the best available data at the time. Any errors or omissions are unintended. If errors are discovered please inform staff as soon as possible.*

HENRY COUNTY PLANNING COMMISSION
1201 RACE STREET, SUITE 214
NEW CASTLE, INDIANA 47362

Darrin Jacobs
Zoning Administrator

Phone 765-529-7408
Fax 765-521-7072

# APPLICATION FOR PLANNING COMMISSION HEARING

| | |
|---|---|
| DATE | 8-11-2020 |
| APPLICANT | Jessica Sorg-Sweeney<br>Don Sweeney |
| ADDRESS | 5198 N. Mechanicsburg Rd.<br>Middletown, IN. 47356 |
| PHONE & EMAIL | 765-617-3986<br>40cal1@comcast.net |
| DESCRIPTION OF REQUEST | Rezone to General Business and Commission Approved Use for an events venue. |
| LOCATION ADDRESS | 5140 N. Mechanicsburg Rd.<br>Middletown, IN. 47356 |

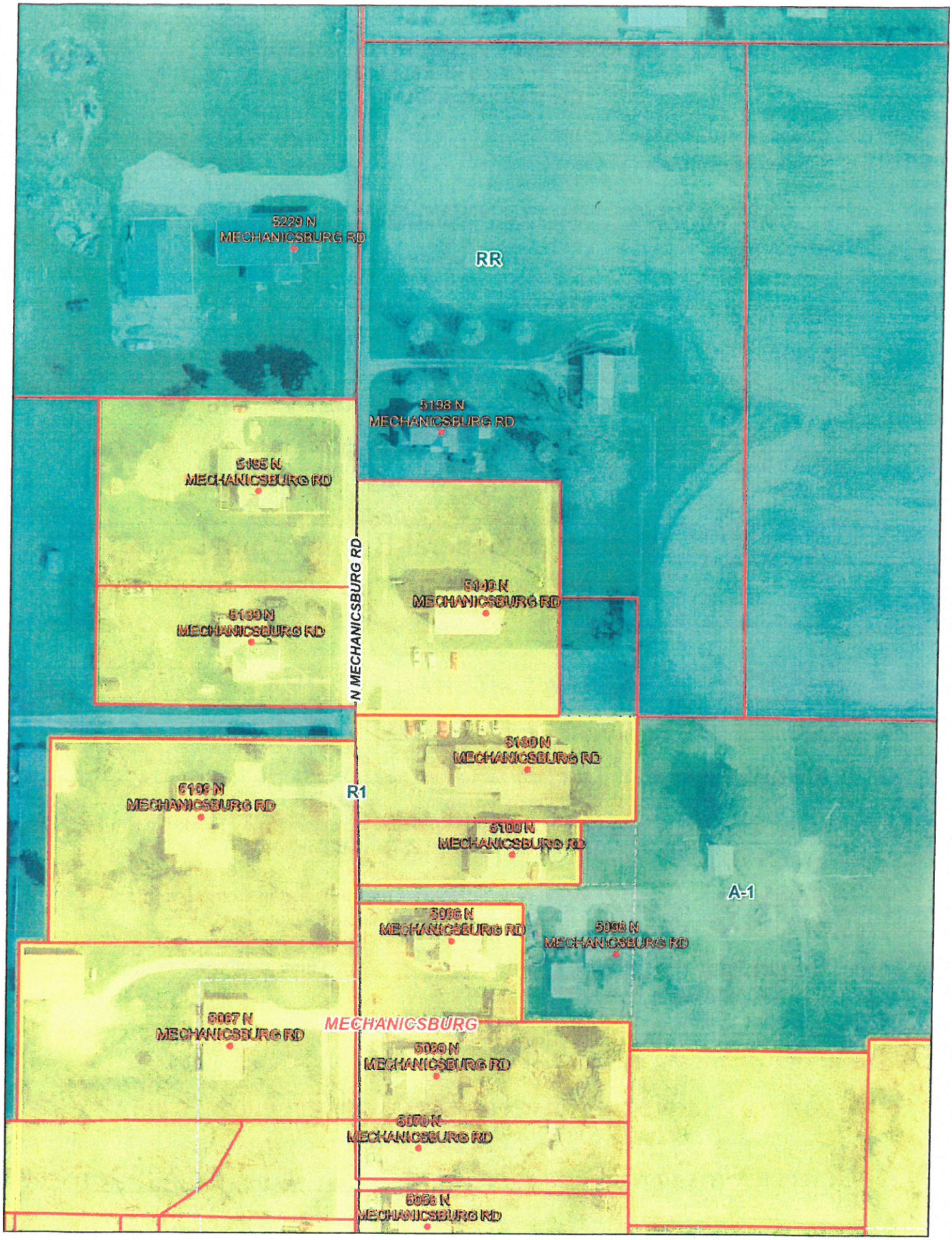
**Materials Required**:
- X Up-to-date Survey and Legal Description we already have
- X Site Plan
- X Copy of approval for Septic Permit or Utility Hook-Up
- X Stormwater Drainage & Erosion Control

**Hearing Fee**: $500 check made to **Henry County Planning Commission**
**Legal Ad Fee**: Additional costs for the legal ad are paid directly by the applicant

**Hearing Date:** 9-17-20 **Time:** 5:00 pm
**Hearing Location:** **Old Circuit Courtroom**
**Henry County Courthouse**
**101 S. Main Street**
**New Castle, IN 47362**

**NOTE:** **APPLICANT OR REPRESENTATIVE IS REQUIRED TO BE PRESENT AT HEARING.**

**APPLICANT'S SIGNATURE:** Jessica Sorg-Sweeney **DATE:** 8-11-2020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APPLICATION FOR PLANNING COMMISION HEARING/ZONING BOARD

SEPTEMBER 17TH 2020

BUSINESS NAME: A "PEACE" OF HISTORY COMMUNITY VENUE LLC

JESSICA SORG-SWEENEY AND DON SWEENEY OWNERS

DON SWEENEY OWNS SWEENEY'S AUTO SERVICE AND HAS BEEN A MECHANIC FOR 30 YEARS

JESSICA SORG-SWEENEY OWNS CANINE CLIPS GROOMIMNG AND BOARDING FOR 13 YEARS.

PAST EMPLOYMENT WAS 8 YEARS FACTORY WORK

REASON: APPLICATION TO TURN THE MASONIC LODGE LOCATED AT 5140 N MECHANICSBURG RD. MIDDLETOWN, IN. 47356 INTO A COMMUNITY CENTER.

PROPERTY LEGAL DESCRIPTION IS DESCRIBED IN THE DEED ATTACHED TO THIS APPLICATION.

SIZE OF EVENTS NO LARGER THEN 100 PEOPLE

THE PARKING LOT HOLDS 30-40 VEHICLES. WE WILL OF COURSE ALLOW THE CHURCH USE OF THE PARKING LOT FOR THEIR SERVICES AND EVENTS.

EVENT TYPES: WEDDINGS, RECEPTIONS, BRIDAL SHOWERS, FAMILY AND CLASS REUNIONS, ANNIVERSERIES, GRADUATIONS, BIRTHDAY PARTIES, HOLIDAY GATHERINGS, YARD SALES, FLEA MARKETS, AND CHARITY EVENTS.

HOURS OF EVENTS: MONDAY-THURSDAY 3:00PM-9:00PM

FRIDAY AND SATURDAY: 10:00AM-11:00PM SUNDAY: 10:00AM-10:00PM

ALL CATERING, DJ'S, BARTENDERS AND OTHER SERVICES ARE TO BE LICENSED AND INSURED

CATERERS MUST BE APPROVED BY THE INDIANA STATE BOARD OF HEALTH

ALL LESSEE'S SHALL PROVIDE THEIR OWN LIABILITY INSURANCE FOR THEIR EVENT.

PROPERTY INPROVEMENTS AND SITE-PLAN:

HENCE THE NAME A "PEACE" OF HISTORY, WE WANT KEEP EVERYTHING AS ORIGINAL AS POSSIBLE.

SMALL THINGS LIKE PAINTING AND SEALING WINDOWS, INSTALLING A HANDI-CAP RAMP, ATTACHING A FOLDING LADDER BY UPSTAIRS WINDOW FOR A FIRE ESCAPE, AND REPLACING ALL LINOLEUM WITH MORE OF A HARD WOOD FLOOR LOOK (LINOLEUM THAT LOOKS LIKE WOOD) IS ALL WE ARE PLANNING ON A THIS MOMENT. EVENTUALLY WE WOULD LIKE TO PUT AN OUTDOOR PAVILLION FOR PEOPLE TO ENJOY.

ATTACHED TO THIS APPLICATION IS AN AERIAL VEIW OF THE PROPRTY WHERE YOU WILL SEE NUMBERS.

#1 AVAILABLE PARKING

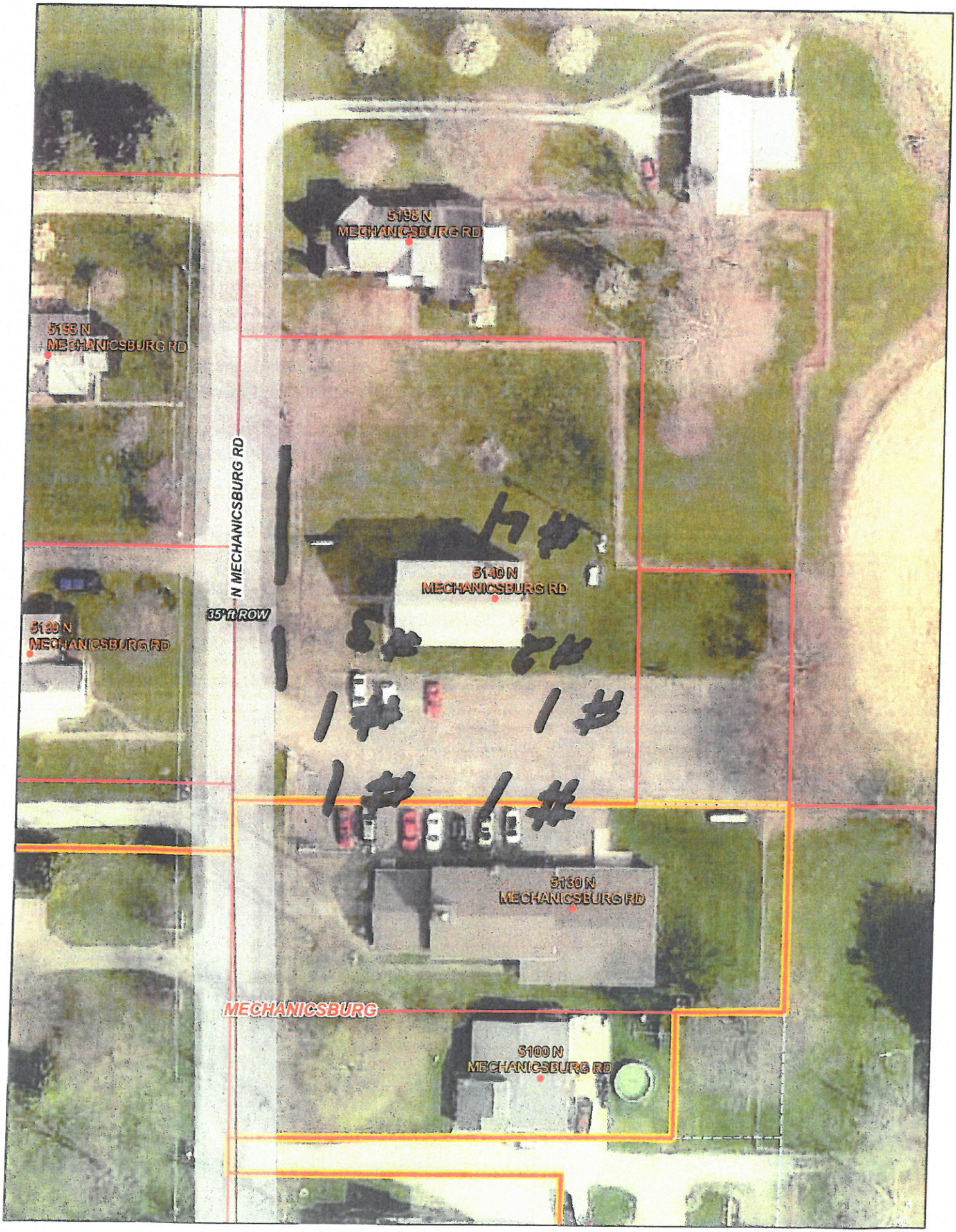
#2 FUTURE WHEELCHAIR RAMP

#3 FUTURE FIRE ESCAPE LADDER

#4 FUTURE PAVILLION

IF AND WHEN APPROVED WE WILL HAVE OUR WEB SITE AND OTHER CONTACT DATA AVAILABLE.

THE OTHER PAGES OF THIS APPLICATION ARE LEASE AGREEMENTS, AND EVENT INFORMATION APPLICATIONS. WE HOPE THESE OTHER PAGES WILL ANSWER ANY QUESTIONS YOU MIGHT HAVE.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A "PEACE OF HISTORY COMMUNITY VENUE LLC

EVENT INFORMATION

DAYS OF OPERATION ARE MONDAY-THURSDAY : 3:00PM-9:00PM

FRIDAY-SATURDAY: 10:00AM-11:00PM SUNDAY:10:00AM-10:00PM

VENUE AMMENITIES:

PARKING IS AVAILABLE FOR BETWEEN 30-40 VEHICLES.

HANDICAP PARKING AND RAMP AVAILABLE

THIS VENUE HAS A FULL KITCHEN FOR PITCH-INS, CATERERS, AND BARTENDING. SILVERWARE, PLATES, CUPS, ETC. ARE NOT PROVIDED BY THE LESSOR.

THE VENUE HAS 15 TABLES THAT SEAT 8 PEOPLE PER TABLE AND 100 CHAIRS FOR INDOOR/OUTDOOR USE.

THE VENUE WILL SET UP THE ADEQUATE AMOUNT OF TABLES AND CHAIRS BASED ON THE PACKAGE OF YOUR CHOOSING FOR A FEE OF BETWEEN 40.00$-75.00$

THE LESSEE MAY CHOOSE TO SET UP THE VENUE ON THEIR OWN. PERMISSION FROM THE LESSOR IS REQUIRED ALONG WITH YOUR FLOOR PLAN. WE WILL BE AS ACCOMIDATING AS POSSIBLE.

A WEDDING ARCH FOR THE BRIDE AND GROOM MAY BE RENTED FOR 25.00$

THE LESSE MAY DECORATE THE VENUE TO THEIR LIKING. PLEASE DO NOT STAPLE, DRILL, TAPE OR PIN ANY ITEM WITHOUT THE LESSORS CONSENT. IF LADDERS ARE USED THE LESSOR MUST BE NOTIFIED.

MEN'S AND WOMEN'S BATHROOMS INDOORS. A HIGH VOLUME OF PEOPLE MY REQUIRE PORTA-POTTIES WHICH WILL BE PROVIDED BY LESSOR FOR A FEE.

ROOM FOR DANCE FLOORS ARE AVAILABLE UPSTAIRS AND DOWNSTAIRS DPENDING ON YOUR FLOOR PLAN.

BATTERY POWERED CANDLES ONLY WITH THE EXCEPTION OF A UNITY CANDLE.

FIREWORKS AND SPARKLERS IN DESIGNATED AREA ONLY!

A "PEACE"OF HISTORY EVENT MANAGEMENT FORM

EVENT PACKAGES:

PACKAGE # 1:

51-100 GUESTS IS 200.00$ AN HOUR.

AN "ALL DAY" RATE IS ANYTHING OVER 5 HOURS. AN EXTRA PAYMENT OF 250.00$ WILL ALLOW THE LESSEE TO USE THE VENUE TILL CLOSING FOR A FLAT RATE OF 1,250.00$ TOTAL. THESE HOURS DO NOT INCLUDE VENUE PREPERATION AND VENUE CLEAN UP. IF THE LESSEE WOULD LIKE THE LESSOR TO PROVIDE CLEAN UP SERVICES IT IS A FEE OF 150.00$

THE DAMAGE DEPOSIT FOR THIS PACKAGE IS 500.00$. THE DEPOSIT WILL BE RETURNED AFTER INSPECTION BY THE LESSOR WITHIN 48 HOURS.

PACKAGE # 2:

26-50 GUESTS IS 150.00 AN HOUR

AN "ALL DAY" RATE IS ANYTHING OVER 5 HOURS. AN EXTRA PAYMENT OF 200.00$ WILL ALLOW THE LESSEE TO USE THE VENUE TILL CLOSING FOR A FLAT RATE OF 900.00$ THESE HOURS DO NOT INCLUDE VENUE PREPARATION AND VENUE CLEAN UP. IF THE LESSEE WOULD LIKE THE LESSOR TO PROVIDE CLEAN UP IT IS A FEE OF 100.00$

THE DAMAGE DEPOSIT FOR THIS PACKAGE IS 375.00$. THE DEPOSIT WILL BE RETURNED AFTER INSPECTION BY THE LESSOR WITHIN 48 HOURS

PACKAGE # 3

GUEST NUMBER 25 AND UNDER IS 100.00 AN HOUR

AN "ALL DAY" RATE IS ANYTHING OVER 5 HOURS. AN EXTRA PAYMENT OF 150.00$ WILL ALLOW THE LESSEE TO USE THE VENUE TILL CLOSING FOR A FLAT RATE OF 650.00$. THESE HOURS DO NOT INCLUDE VENUE PREPARATION AND VENUE CLEAN UP. IF THE LESSEE WOULD LIKE THE LESSOR TO PROVIDE CLEAN UP IT IS AFEE OF 75.00$

THE DAMAGE DEPOSIT FOR THIS PACKAGE IS 200.00$. THE DEPOSIT WILL BE RETURNED AFTER INSPECTION BY THE LESSOR WITHIN 48 HOURS.

ALL DAY PACKAGES MAY NOT BE AVAILABLE IF THERE IS MORE THAN 1 EVENT SCHEDULED FOR THE PARTICULAR DATE.

USEAGE OF VENUE FOR REHERSAL IS 50.00$ AN HOUR

PERSONAL MEETINGS BETWEEN THE LESSEE AND LESSOR FOR PRE-PLANNING AND FINALIZING ARE NO CHARGE

PACKAGE CHOICE_____

TOTAL COST_____

LESSEE NAME_____

EVENT DAY/DATE_____

EVENT TIME_____

GUEST COUNT_____

ADDRESS_____

EMAIL_____

HOME PHONE_____

CELL PHONE_____

WORK PHONE_____

DETAILS OF
EVENTS_____
_____

SET UP BEGINS_____

CEREMONY OR PARTY BEGINS AT_____

EVENT CONCLUSION_____

PLEASE PROVIDE BELOW THE NAMES AND NUMBERS OF THOSE THAT APPLY

CATERING COMPANY_____

FLORIST_____

BARTENDER_____

BAND/DJ SERVICE_____

PHTOGRAGHER_____

OFFICIANT_____

THANK YOU FOR CHOOSING A "PEACE" OF HISTORY COMMUNITY VENUE. WE LOOK FORWARD TO MAKING YOUR DAY SPECIAL! THE SPCAE BELOW IS FOR ANY QUESTIONS, CONCERNS, OR COMMENTS.

# EVENT HALL LEASE AGREEMENT

## FOR A "PEACE" OF HISTORY COMMUNITY VENUE LLC

## 5140 N. MECHANICSBURG RD. MIDDLETOWN, IN 47356

THIS AGREEMENT is made and entered into this __ day of _____, 20__ ("Effective Date"), by and between _____ LLC, an Indiana Limited Liability Company, ("Lessor") and _____, individually and/or jointly and severally ("Lessee"). This is a contract which contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of Lessee's obligations. The lessee has 7 days to accept the terms of this contract. These terms and conditions are a part of this contract-READ THEM!

WITNESSETH:

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, the Event Hall located at _____ North Mechanicsburg Road, Mechanicsburg, Indiana pursuant to the terms and conditions hereinafter set forth; and

NOW, THEREFORE, and in consideration of the foregoing promises, and of the mutual agreements, warranties, representations and covenants contained herein, and the initial deposit of the Rental amount herein, the parties hereto do hereby agree as follows:

1. LEASE OF EVENT HALL. Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Event Hall for the consideration set forth in paragraph 3 below and under the other terms and conditions hereby set forth.

2. TERM OF LEASE. The lease of the EVENT Hall shall be from __:___ __.m on _____ ____, 20___ until __:__ __.m. on _____ ____, 20___ unless sooner terminated by operation of law or in accordance with the provisions of this agreement.

3. RENT.

   (a) During the term of this Agreement (and any renewal thereof), Lessee shall pay to Lessor the rental amount of _____ ($___.__) along with any optional damage waiver as referenced in paragraph 9 of this Agreement. Depending on the event package chosen, a 200.00$-500.00$ damage deposit is required. After an inspection by lessor, the deposit will be returned within 48 hours.

   (b) An initial deposit of fifty percent (50%) of the rental amount shall be due upon execution of this Agreement. The remainder of the rental amount shall be due no later than fourteen (14) days prior to the start of the Term of the Event Hall rental.

4. WARRANTIES.

(a) Lessor represents and warrants that it is providing the Event Hall in a clean and good condition, and Lessee is accepting the Event Hall "as-is" and "where is". If equipment onsite does not function properly notify lessor within 60 minutes of occurrence or no refund or allowance will be made.

5. INSURANCE. Lessee shall at its own expense keep any personal property brought onsite insured for the term of this Agreement and any renewals thereof, for the full insurable value thereof, against fire, collision, theft and "all risks" at Lessee's sole expense and sole responsibility. A copy of insurance must be provided to lessor 60 days prior to event.

6. INDEMNIFICATION AND HOLD HARMLESS.

(a) Lessee agrees that Lessor is in no way responsible to Lessee for any personal injury suffered by Lessee, or Lessee's employees, agents, guests, invitees or servants, or any damages to Lessee's property or equipment which result from the performance by Lessee of this Agreement. Lessee hereby releases Lessor from any and all claims for liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever, including, but not limited to, reasonable attorneys' fees and experts' fees, that may be imposed upon, incurred by, or asserted against any of them relating to or arising from, directly or indirectly, whatsoever arising from any such personal injury or property damage suffered by Lessee while in or upon Lessor's Event Hall or from the lease of the Event Hall. Lessee agrees to indemnify Lessor from and against any and all liabilities, obligations, costs, damages, penalties, claims, actions, expenses and losses of any kind of nature that may arise in any way relating to the ownership, possession, use, maintenance, or condition of the Event Hall, its equipment, and furnishings.

(b) Lessor does not assume any liability for any acts or admissions of Lessee, its drivers, agents or employees. Lessor shall incur no liability to Lessee for failure to supply or repair the Equipment, or to supply any substitute or additional Equipment if such failure results from fire, riot, strike, labor trouble, acts of God, acts of government, war, or any other cause beyond Lessor's control.

7. COMPLIANCE WITH LAW. Lessee shall comply with and conform to all laws, ordinances and regulations relating to the occupancy, service by Lessee of alcoholic beverages to any person, noise ordinances, and any relevant criminal statutes related to, but not limited to, disorderly conduct, public drunkenness, use of narcotics, and or any other felony or misdemeanor. Use of the Equipment under this Lease is permitted only in the conduct pursuant to and only for lawful purposes.

8. CANCELLATIONS. Complete cancellations made prior to 2 weeks of the event will receive a refund of 50% of the initial deposit.

9. EVENT HIRING.
   All caterers, bands, DJ'S, photographers, florists, bartenders, and all other employees will be hired by lessee. They must be certified, licensed, and insured. Caterers must provide an Indiana state health department certificate. Caterers are responsible for cleaning and bussing all tables, cleaning service areas, and emptying trash cans. All documents of the employees of the lessee must send or e-mail copies to the lessor 60 days prior to the event.

10. SMOKING
    No smoking shall be allowed by the lessee or their guests Smoking must be conducted outside in a designated area.

I certify that I have read and agree to all terms of this contract.

LESSEE:

Signature: _____

Name: _____
(please print)

Address: _____

_____

Telephone: _____

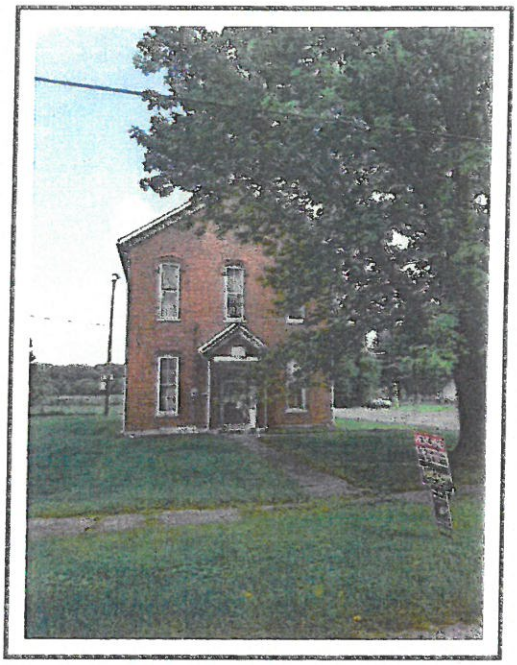
LESSOR:

Signature: _____

By: _____

# Inspection Report

5140 N Mechanicsburg Rd, Middletown, IN 47356



| | |
|---|---|
| **Inspection Date** | August 13, 2020 |
| **Client** | Jessica Sorg |
| **Inspector** | Graig Davis |
| | 765-744-1836 |
| | graig.davis@gmail.com |

Office of Indiana State Chemist Cat 12 Wood Destroying Pest Inspector, Indiana Professional Licensing Agency HI01600053

OSC INASHI

Perdue Professional Home Inspections

## Perdue Professional Home Inspections

# Executive Summary

This summary represents the full list of observations made at the time of the inspection. This section is provided as a convenience to help navigate to more detailed information found in the body of the report. It is organized to indicate the significance of the observation.

# Significant Concerns

## Safety Concerns

### Electrical

1. **CO Alarm(1st Meeting Room)**: Missing
2. **GFCI(Kitchen)**: Not present in the kitchen where they are required
3. **Junction Box(Crawl Space)**: Cover plate is missing
4. **Outlet(Kitchen, 2nd Meeting Room)**: Cover plate is missing
5. **Smoke Alarm(1st Meeting Room)**: Missing

### Fireplace and Chimney

6. **Chimney / Flue(Exterior: Ground View)**: Chimney mortar has deteriorated and is no longer properly secured to building

### Plumbing

7. **Water Heater(1st Bathroom)**: TPR valve extension is missing or too short

## Items Not Operating

### Electrical

8. **Light Fixture(Exterior: Ground View)**: Damaged

### Insulation and Ventilation

9. **Kitchen / Bath Exhaust(1st Bathroom, 2nd Bathroom, Kitchen)**: Missing

### Plumbing

10. **Sink(Kitchen, 1st Bathroom, 2nd Bathroom)**: Hot water is not working
11. **Toilet(2nd Bathroom)**: The water to the toilet is not on
12. **Water Heater(1st Bathroom)**: Not working

### Room Components

13. **Interior Door(Hallway and Stairs)**: Latch is not working

## Major Concerns

# Budget to Replace

### Plumbing

14. **Water Heater(1st Bathroom)**: Nearing the end of its useful life

# Needs Further Evaluation

# Items to Monitor

### Building Structure

**15. Joist(Crawl Space)**: Evidence of insect frass with minimal damage and no live insects at the time of inspection

## Maintenance Items

### Building Exterior

**16. Downspout(Exterior: Ground View)**: Extensions are missing
**17. Eave(Exterior: Ground View)**: Aluminum fascia is missing
**18. Siding(Exterior: Ground View)**: Brick is cracked or loose
**19. Siding(Exterior: Ground View)**: Spalling

### Building Structure

**20. Foundation Wall(Exterior: Ground View)**: Displaced causing gap
**21. Joist(Crawl Space)**: Moisture intrusion

### Electrical

**22. Outlet(1st Bathroom, 2nd Bathroom)**: No outlets

### Fireplace and Chimney

**23. Chimney / Flue(Exterior: Ground View)**: Chimney chase mortar is loose or deteriorating

### Insulation and Ventilation

**24. Insulation(Attic)**: Missing

### Landscaping and Hardscaping

**25. Driveway(Exterior: Ground View)**: Asphalt is cracking

### Plumbing

**26. Plumbing Vent(Exterior: Roof View)**: Missing
**27. Pressure Tank(Crawl Space)**: Could not locate pressure tank
**28. Toilet(1st Bathroom)**: Loose

### Room Components

**29. Attic Entry(Attic)**: Less than 22 x 30 inches
**30. Ceiling(Hallway and Stairs, 2nd Meeting Room)**: Damaged
**31. Ceiling(Hallway and Stairs)**: Paint is peeling
**32. Exterior door(1st Meeting Room)**: Lock is damaged
**33. Exterior door(Exterior: Ground View)**: Paint or stain is peeling, cracked, worn, or faded
**34. Floor(Hallway and Stairs)**: Rotted
**35. Interior Door(Hallway and Stairs)**: Binding
**36. Interior Trim(1st Meeting Room)**: Rotting
**37. Wall(1st Bathroom, 1st Meeting Room)**: Damaged
**38. Wall(Hallway and Stairs, 1st Meeting Room, 2nd Meeting Room)**: Paint is cracking
**39. Window(2nd Meeting Room)**: Damaged
**40. Window(Exterior: Ground View)**: Glass pane is cracked
**41. Window(Exterior: Ground View)**: Caulking or sealant is deteriorated
**42. Window(Exterior: Ground View)**: Frame is damaged
**43. Window(1st Meeting Room)**: Lift mechanism is broken
**44. Window(Exterior: Ground View)**: Paint or stain is peeling, cracked, weathered or faded