



# CITY OF NEW HAVEN

P.O. Box 570  
815 Lincoln Highway East  
(260) 748-7010 (260) 748-7075 Fax  
[www.newhaven.in.gov](http://www.newhaven.in.gov)

## AGENDA

### Common Council Regular Agenda

December 16, 2025, at 5:30 PM

City Hall Community Room  
815 Lincoln Highway E.

#### **I. CALL TO ORDER**

- A. Welcome - please silence cell phones and other electronic devices.
- B. Pledge of Allegiance
- C. Roll Call
- D. Title VI Statement
- E. Approval of Minutes from the previous meeting

#### **II. STANDING COMMITTEE REPORTS**

#### **III. UNFINISHED BUSINESS**

#### **IV. NEW BUSINESS**

- A. Public hearing regarding Resolution R-25-36, a resolution titled, New Haven Council Confirmatory Resolution Application of Diversified Metal Specialties Inc. for the Designation of Economic Revitalization Area NO.NH-118
- B. Public hearing regarding Resolution R-25-37, a resolution titled New Haven City Council Resolution Waiving Non-Compliance for Ruble Property Group, LLC/Ruble Truck Sales, LLC.
- C. Introduction of a resolution titled, A Resolution Authorizing Transfer to the Insurance Reserve Fund
- D. Swearing in of Senior Staff Member, Chief of Staff Ivan Almodovar
- E. Approval of Storage Agreement

#### **V. ANY OTHER BUSINESS THAT MAY PROPERLY COME BEFORE THE COUNCIL**

## **VI. PUBLIC COMMENTS**

## **VII. ADJOURNMENT**

| <b>MEMBER</b>                   | <b>TERM</b>     |
|---------------------------------|-----------------|
| Matt Newbauer, 1st District     | 1/1/24-12/31/27 |
| Jeff Turner, 2nd District       | 1/1/24-12/31/27 |
| Craig Dellinger, 3rd District   | 1/1/24-12/31/27 |
| Mike Mowery, 4th District       | 1/1/24-12/31/27 |
| Amelia Gascoigne, 5th District  | 1/1/24-12/31/27 |
| Bob Byrd, Council-At-Large      | 1/1/24-12/31/27 |
| Terry Werling, Council-At-Large | 1/1/24-12/31/27 |

Meetings are archived and can be viewed live at <https://newhavenin.portal.civicclerk.com/>.

RESOLUTION NO. R-2536

**NEW HAVEN CITY COUNCIL  
CONFIRMATORY RESOLUTION  
APPLICATION OF DIVERSIFIED METAL SPECIALTIES INC.  
FOR THE DESIGNATION OF  
ECONOMIC REVITALIZATION AREA NO. NH-118**

**WHEREAS**, the City of New Haven has been requested by the owners of record to find pursuant to I.C. 6-1.1-12.1 that the following described real estate is an Economic Revitalization Area:

See Exhibit A

**WHEREAS**, on November 4, 2025, the New Haven City Council, Indiana, did adopt a Declaratory Resolution for the designation of the real estate described above as an Economic Revitalization Area pursuant to New Haven City Council Resolution No. G-20-01; and

**WHEREAS**, notice of the adoption of substance of said Declaratory Resolution was published in the Fort Wayne Journal-Gazette on November 7, 2025, pursuant to I.C. 6-1.1-1-2.5 and I.C. 5-3-1; and

**WHEREAS**, the Application for Designation, description of the affected area, a map of the affected area and all pertinent supporting data were available for public inspection in the offices of the Allen County Assessor, New Haven City Hall, and the Department of Planning Services; and

**WHEREAS**, the New Haven City Council, after conducting a public hearing on this matter, has given careful consideration to all comments and views expressed and written evidence presented regarding the designation of the subject real estate as an "Economic Revitalization Area".

**NOW, THEREFORE, BE IT RESOLVED**, the Council confirms certain findings made in the subject Declaratory Resolution for designation of the real estate described above as an "Economic Revitalization Area", those findings being to wit:

1. That said-described property is located within the jurisdiction of the New Haven City Council for purposes set forth in I.C. 6-1.1-12.1-2; and

2. That this Council has determined, based on the information provided by the applicant, that the real estate has become undesirable for, or impossible of, normal development and occupancy inasmuch as the subject property is in an Economic Development Target Area. The community surrounding the subject property has experienced a loss of large industry over several decades, and the facilities that have remained continue to utilize outdated technology. The proposed project will bring state of the art equipment and processes to bear in the interest of producing higher quality products in a more timely fashion, allowing Diversified Metal Specialties, Inc. to remain

competitive with wages and benefits for employees, and provide increased tax revenue for Allen County; and

3. That the subject real estate complies with the general standards established by the New Haven City Council as set forth in I.C. 6-1.1-12.1-2 for determining "Economic Revitalization Areas" within the jurisdiction of said Council, as evidenced by the information provided in the application submitted by Diversified Metal Specialties Inc.; and

4. That the capital investment at the real estate described herein and as further detailed in the applicant's application would be of public utility and would be to the benefit and welfare of all citizens and taxpayers of New Haven and Allen County; and

5. That the subject real estate is zoned I2 according to the New Haven Zoning Map and that the Economic Revitalization Area designation is contingent on Diversified Metal Specialties Inc. conforming to the restrictions of the I2 zoning district; and

6. That designation of the subject property as an "Economic Revitalization Area" will assist in the inducement of a project which will retain 8 (eight) jobs and create two (2) new employment opportunities to residents of New Haven and Allen County and will provide long-term benefits to the tax base of New Haven and Allen County according to the application; and

**BE IT ALSO RESOLVED**, that based on the information provided in the application for Economic Revitalization Area designation, the Council authorizes a seven (7) year tax abatement of personal property taxes in accordance with I.C. 6-1.1-12.1-3 and I.C. 6-1.1-12.1-4.5, respectively.

Schedule is as follows:

Personal Property  
Year 1 100%  
Year 2 85%  
Year 3 71%  
Year 4 57%  
Year 5 43%  
Year 6 29%  
Year 7 14%

**BE IT ALSO RESOLVED**, that the designation of the property described above as an "Economic Revitalization Area" shall be limited to a time period of two (2) years ending on December 31, 2027 as the designation applies to a deduction from the increased assessed value of personal property. This limitation is established pursuant to I.C. 6-1.1-12.1-2(i)(1) and 6-1.1-12.1-2(i)(2).

**BE IT ALSO RESOLVED**, that the real estate described above should be known as "Allen County Economic Revitalization Area No. NH-118".

**BE IT ALSO RESOLVED**, that Diversified Metal Specialties Inc. is responsible for filing the actual tax abatement forms with the Allen County Auditor, located at the Rousseau Center each year in order to receive its deduction on personal property.

**BE IT ALSO RESOLVED**, that Diversified Metal Specialties Inc. must provide the Allen County Auditor and the New Haven City Council, at the time of filing the deduction, information showing the extent to which the company has been in compliance with the signed Statement of Benefits in accordance with I.C. 6-1.1-12.1-5.1.

**BE IT ALSO RESOLVED**, that Diversified Metal Specialties Inc. is willing to voluntarily contribute five percent (5%) of its tax savings received from the tax abatement to assist in funding future economic development projects.


**BE IT ALSO RESOLVED**, that if any part, parts, clause or portion of this Resolution shall be adjudged invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of this Resolution as a whole or any other part, clause or portion of this Resolution.

**BE IT FINALLY RESOLVED**, that by adoption of this Resolution, the New Haven City Council does confirm its Declaratory Resolution approved on November 4, 2025, which designated the real estate described above as an "Economic Revitalization Area".

**ADOPTED**, this November 18, 2025, by the New Haven City Council, Indiana.



Presiding Officer  
City of New Haven



Angela Hamrick, Clerk-Treasurer  
New Haven, Indiana

# Exhibit A

## IDENTIFICATION OF PROPERTY:

Subject property is located at 4926 New Haven Avenue, Fort Wayne, Indiana 46803.

## LEGAL DESCRIPTION:

The following legal description is from a survey provided by the client of the report.

Part of the East 1/2 of the West 1/4 of the Southwest Quarter of Section 9, Township 10 North, Range 13 East of the Second Principal Meridian, in Allen County, Indiana, is more particularly described as follows:

Beginning at the point of intersection of the East line of the West 1/2 of said Southwest Quarter with the centerline of New Haven Avenue (formerly Port Wayne and New Haven Road and formerly U.S. Highway #30), thence East, on and along said centerline, a distance of 485 feet to the intersection of said centerline with the line exactly dividing the East 1/2 of said West 1/4 into two equal parts; thence South, by an interior angle left of  $88^{\circ} 33'$ , on and along said dividing line, a distance of 400.0 feet to the East line of the West 1/2 of said Southwest Quarter; thence South, on and along the East line of said West 1/2, a distance of 400.0 feet to the point of intersection of said line with the easterly projection of the south right-of-way line of New Haven Avenue; thence East, by an interior angle of  $88^{\circ} 33'$ , on and along said south right-of-way line, a line situated 40.0 feet (approximately by right angles) South of and parallel to the centerline of New Haven Avenue, a distance of 400.0 feet to the East line of a 5 foot-wide tract conveyed by deed recorded in Book Record 522, page 663 of the Public Records of Allen County, Indiana; thence South, by an interior angle of  $91^{\circ} 37'$ , on and along the East line of said 5 foot-wide tract, a distance of 154.3 feet to the Southeast corner of said 5 foot-wide tract; thence East, by an interior angle of  $89^{\circ} 53'$ , a distance of 400.02 feet to the same point of beginning, containing 4.672 acres of land, subject to legal right-of-way for Branch Drive over the East 1/2 tract thereof.

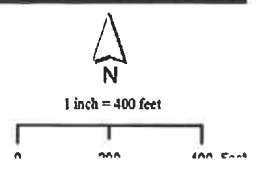


DIVERSIFIED METAL SPECIALTIES, INC.



Although strict accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.

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North American Datum 1983  
State Plane Coordinate System, Indiana East  
Photos and Contours: Spring 2009



RESOLUTION NO. R-25-37

**NEW HAVEN CITY COUNCIL  
RESOLUTION WAIVING NON-COMPLIANCE  
FOR RUBLE PROPERTY GROUP, LLC/RUBLE TRUCK SALES, LLC**

**WHEREAS**, on November 3, 2025 Ruble Property Group, LLC/Ruble Truck Sales, LLC submitted a letter to the Allen County Department of Planning Services expressing their intent to file an application for designation of an economic revitalization area for their property located at 12239 Dechell Drive to the New Haven City Council; and

**WHEREAS**, Ruble Property Group, LLC/Ruble Truck Sales, LLC has filed and was issued an Allen County Building Permit on October 23, 2025 for their project; and

**WHEREAS**, in order to apply for designation of an economic revitalization area, the property owner must apply for a waiver of non-compliance for failure to submit the completed application and Statement of Benefits form(s) to the designating body before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction; and

**WHEREAS**, Ruble Property Group, LLC/Ruble Truck Sales, LLC has submitted a written request for a waiver of non-compliance and paid a fee required under New Haven Ordinance G-20-01 Section 5(D); and

**WHEREAS**, State law allows the correction of situations where a filing deadline is missed under IC 6-1.1-12.1-11.3 through a resolution waiving non-compliance as long as the document is filed, and a public hearing is held before the resolution is adopted; and

**WHEREAS**, New Haven City Council acknowledges that Ruble Property Group, LLC/Ruble Truck Sales, LLC has requested a waiver of non-compliance which the Council has the authority to approve under I.C. 6-1.1-12.1-11.3; and

**WHEREAS**, notice of the public hearing has been published in accordance with I.C. 6-1.1-12.1-11.5(c) on November 7, 2025 in the Journal Gazette; and

**WHEREAS**, Ruble Property Group, LLC/Ruble Truck Sales, LLC has filed the necessary documents; and

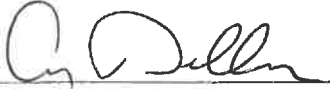
**WHEREAS**, a public hearing has been conducted for the waiver of non-compliance.

**NOW, THEREFORE, BE IT RESOLVED**, that the Council hereby adopts a waiver of non-compliance in accordance with IC 6-1.1-12.1-11.3 regarding the failure to submit the completed application and Statement of Benefits form(s) to the designating body before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.

**BE IT ALSO RESOLVED**, that the adoption of this waiver of non-compliance shall result in the taxpayer being treated as if the taxpayer had complied with procedural requirements.

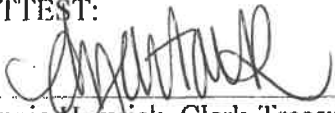
**BE IT ALSO RESOLVED**, that if any part, parts, clause or portion of this Resolution shall be adjudged invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of this Resolution as a whole or any other part, clause or portion of this Resolution.

**ADOPTED**, this 18th day of November, 2025, by the New Haven City Council.



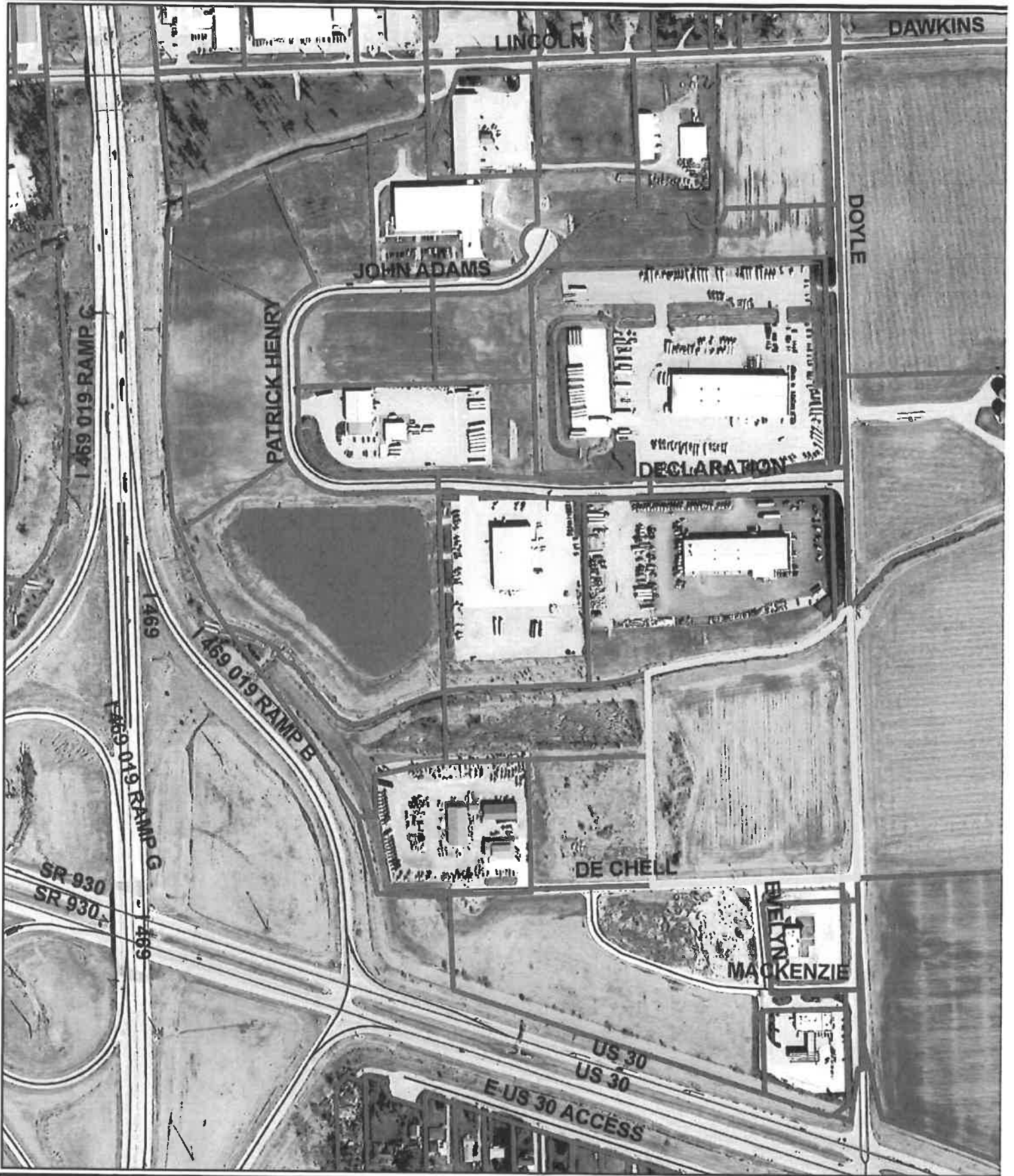
Presiding Officer  
City of New Haven

ATTEST:



Angie Flannick, Clerk-Treasurer  
City of New Haven

Ruble Property Group, LLC/Ruble Truck Sales, LLC



Although strict accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.  
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 North American Datum 1983



RESOLUTION R-25-

A RESOLUTION AUTHORIZING TRANSFER TO  
THE INSURANCE RESEVE FUND

**WHEREAS**, the City of New Haven, Indiana created a fund to assist the City in budgeting for future large insurance costs and for the benefit of New Haven citizens; and

**WHEREAS**, the City is concerned with future changes in insurance costs from year to year due; and

**WHEREAS**, in years where actual insurance costs are less than budgeted amount, the City would like to accumulate those savings to offset possible future costs increase:

**NOW THEREFORE**, Be It Resolved by the New Haven City Council, Indiana, That The City shall transfer \$300,000 from the General Fund to the Insurance Reserve Fund #2569

DATED this \_\_\_\_ day of December, 2025.

\_\_\_\_\_  
Presiding Officer

ATTEST:

\_\_\_\_\_  
Angela Hamrick, Clerk-Treasurer

This Resolution presented by me to the Mayor on the \_\_\_\_ day of December 2025 at the hour of \_\_\_\_\_.M.

\_\_\_\_\_  
Angela Hamrick, Clerk-Treasurer

This Resolution was approved and executed by me on the \_\_\_\_ day of December 2025, at the hour of \_\_\_\_\_.M.

\_\_\_\_\_  
Steven S, McMichael, Mayor

## STORAGE AGREEMENT

**THIS STORAGE AGREEMENT** (this “Agreement”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between **the CITY OF NEW HAVEN, INDIANA** (“City”) and **the [NEW HAVEN AREA HERITAGE ASSOCIATION]** (“Association”).

A. City is the owner of the building commonly known as New Haven City Hall located at 815 Lincoln Highway E, New Haven, Indiana 46774 (the “Building”).

B. Association desires to use portions of the Building for storage purposes in accordance with the terms and subject to the conditions set forth in this Agreement.

**FOR AND IN CONSIDERATION** of the mutual covenants contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Association (collectively the “parties”) agree as follows:

**Section 1. Storage Space.** In accordance with the terms and subject to the conditions of this Agreement, City hereby agrees to allow Association to use a reasonable amount of space (the “Storage Space”) identified in Exhibit A attached hereto located in the Building for the purposes set forth in Section 4 for the term set forth in Section 2.

**Section 2. Term.** The term of this Agreement (the “Term”) shall be month-to-month commencing on January 1, 2026 (the “Commencement Date”), and City and Association shall each have the right to terminate this Agreement effective the last day of any calendar month, for any cause whatsoever, upon the delivery of not less than thirty (30) days written notice to the other party.

**Section 3. Rental.** Association shall pay to City twelve dollars (\$1.00) per month for the Storage Space, with the first payment due on the Commencement Date and additional payments due on the first day of each month thereafter during the Term.

**Section 4. Use.** Association shall use the Storage Space solely for the purpose of storage of files and records and other non-hazardous items related to Association's purpose.

**Section 5. Condition of Storage Space.** Association accepts the Storage Space in its current “as is” condition and agrees and acknowledges that City shall not be obligated to make any improvements to the Storage Space. Association shall return and deliver to City the Storage Space upon the end of the Term in the condition existing on the Commencement Date.

**Section 6. Association's Property.** Association's property located in the Storage Space shall be and remain the property of Association and may be removed by Association at any time prior to the expiration or earlier termination of the Term. Association must remove all of its property from the Storage Space upon expiration or earlier termination of the Term and if Association fails to do so, City may remove and dispose of such property free of any and all claims, rights or interests of Association, which claims, rights or interests are hereby waived by Association.

**Section 7. Storage Space.** City shall deliver the Storage Space to Association hereunder on an “as is” basis.

**Section 8. Maintenance.** Association shall be responsible for maintenance of the interior of the Storage Space and shall assume all risk of loss or damage with respect to property stored therein. Maintenance of the exterior of the Storage Space, the portion of the Building in which the Storage Space is located and of access thereto shall be the responsibility of City, which City shall perform in the same manner as is provided with respect to other areas in the Building for which City has retained responsibility.

**Section 9. Substitution and Relocation.** At any time during the Term, City shall have the right to relocate the Storage Space to comparable space within the Building (“Substitute Space”) provided that: (i) the Substitute Space shall be substantially similar in area; (ii) City shall pay for all reasonable out-of-pocket expenses associated with the relocation to the Substitute Space; (iii) City shall provide written notice to Association of City’s intent to relocate Association no later than thirty (30) days prior to the proposed date of such relocation; and (iv) following relocation, the rental per square foot and all other terms of this Agreement shall remain unchanged.

**Section 10. Indemnity.** Association shall indemnify and hold City harmless against and from all damages to any person or property occurring in or about the Storage Space, except for damages resulting from the gross negligence or willful misconduct of City, its agents, servants or employees. City shall not be liable or responsible to Association for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, and City shall not be liable or responsible to Association for any damage or inconvenience which may arise through repair or alteration of any part of the Building. Association will not hold City liable for injury or damage to person or property caused by other Associations or persons in the Building or resulting from the operation of elevators, heating or air conditioning systems, or lighting apparatus, or from falling plaster, or from steam, gas, electricity, water, rain or dampness which may leak or flow from any part of the Building, or from the pipes, appliances, or plumbing work of the same, or from any other place. All goods or property or personal effects stored or placed by the Association in or about the Storage Space shall be at the sole risk of the Association.

**Section 11. Nuisance.** Association shall not commit or suffer to be committed any waste upon the Storage Space or any nuisance or other act or thing which may disturb the quiet enjoyment of any of the other Associations or occupants of the Building.

**Section 12. Covenant of Quiet Enjoyment.** Upon paying the rent specified herein and performing its covenants, Association shall peaceably and quietly enjoy the Storage Space for the Term and any renewal terms without hindrance from City or any party or parties claiming through City.

**Section 13. Destruction of Storage Space.** If the Storage Space are destroyed or so injured by the elements or any other cause as to be unsuitable for the intended use of the Storage Space for a period of 72 hours consecutively, Association may, at its option, either (i) quit and surrender possession of the Storage Space and any rent paid and not earned shall be refunded promptly to Association without setoff, in which event Association shall not be liable for payment

of rent for any period subsequent to such surrender or (ii) may continue the Agreement (without waiving its option to later terminate the Agreement for a subsequent destruction of, or injury to, the Storage Space) in which event rent shall be abated for the entire period that the Storage Space are unsuitable for intended use.

**Section 14. Default.** If (i) Association shall default in the due and punctual payment of any sum due to City, which default shall not be cured within five (5) business days after receipt of notice or (ii) if either party shall default in the performance of any of the provisions contained in this Agreement, which default shall continue for fifteen (15) business days after written notice to the defaulting party, this Agreement may at the option of the party not in default be terminated; provided that such termination shall not be deemed a waiver or an election of remedies by the terminating party.

**Section 15. Successors; Entire Agreement.** This Agreement shall be binding upon the parties, their successors and assigns. This Agreement constitutes the entire agreement of the parties, and may be modified by written amendment only signed on behalf of the parties by their duly authorized officers.

**Section 16. Severability.** Should any term of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms shall remain in full force and effect. It is also the intention of the parties that in lieu of each term of this Agreement that is so held illegal, invalid, or unenforceable, there be added as a part of this Agreement a term as similar to such illegal, invalid or unenforceable term as may be legal, valid and enforceable.

**Section 17. Entry for Repairs, Inspection, Posting Notices, Etc.** After reasonable notice (except in emergencies where no such notice shall be required), City, its agents and representatives, shall have the right to enter the Storage Space to inspect the same, to perform such work as may be permitted or required hereunder, to make repairs to or alterations of the Building or other Association spaces therein, to deal with emergencies, to post such notices as may be permitted or required by law to prevent the perfection of liens against City's interest in the Building or to exhibit the Storage Space to prospective Associations, purchasers, mortgagees or others, or for any other purpose as City may deem necessary or desirable; provided, however, that City shall make reasonable efforts to not unreasonably interfere with Association's business operations. Association shall not be entitled to any abatement of Rent by reason of the exercise of any such right of entry.

**Section 18. Governing Law.** This Agreement shall be construed in accordance with the Laws of the State of Indiana.

**Section 19. Limitation of City's Personal Liability.** Notwithstanding anything in this Agreement to the contrary, Association specifically agrees to look solely to the City's interests in the Building for the recovery of any judgment against City or City's successors in interest, it being agreed that City (including City's partners, members, employees, directors, officers, and shareholders) shall never be personally liable for any such judgment.

**Section 20. Notices.** All notices, approvals, requests, consents and other communications given pursuant to this Agreement shall be in writing and shall be deemed to have

been duly given when received if hand-delivered or sent by United States certified or registered mail, addressed as follows:

If to City:                      City of New Haven  
   815 Lincoln Highway E  
   New Haven, IN 46774  
   Attn: Clerk-Treasurer

If to Association:

**Section 21. Authority of Signatories.** Each individual signing this Agreement on behalf of a party represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of such party, and that this Agreement is binding upon such party in accordance with its terms.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement as of the date aforesaid.

[Signature page follows]

**CITY:**

**CITY OF NEW HAVEN**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSOCIATION:**

**[NEW HAVEN AREA HERITAGE ASSOCIATION]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**Description of Storage Space**

Association shall be allowed to use the below-described space located within the building commonly known as New Haven City Hall located at 815 Lincoln Highway E, New Haven, Indiana 46774, for the purposes outlined in Section 4 of the Storage Agreement:

[Insert description of storage space]