



Goshen Common Council

7:00pm March 17, 2020 Regular Meeting

Council Chambers, Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Please silence electronic devices and take conversations outside the meeting room

Call to Order by Mayor Jeremy Stutsman

Pledge of Allegiance

Roll Call: Megan Eichorn (District 4) Julia King (At-Large) Jim McKee (District 1)
Doug Nisley (District 2) Gilberto Pérez, Jr. (District 5) Matt Schrock (District 3)
Council President Brett Weddell (At-Large) Youth Advisor Zoe Eichorn (Non-voting)

Approval of Minutes

Approval of Meeting Agenda

Privilege of the Floor

Council Committee, Liaison, Mayoral Reports

- I. **Resolution 2020-08:** Interlocal Agreement for Stormwater Education Programs
 - Staff Memo (J. Kauffman)

- II. **Ordinance 5036:** Amend Ordinance 4897, Goshen Common Council Rules of Order
(1st Reading, 2nd Reading)

Adjournment



Jason Kauffman, CESSWI, Stormwater Coordinator
STORMWATER DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite I • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626
jasonkauffman@goshencity.com • goshenindiana.org

MEMORANDUM

TO: Adam Scharf, Goshen Clerk Treasurer, and City Council Members

FROM: Jason Kauffman, Stormwater Coordinator

RE: **INTERLOCAL AGREEMENT FOR STORMWATER EDUCATION PROGRAMS
WITH THE CITY OF ELKHART AQUATIC BIOLOGY DEPARTMENT
(FILE: DEPARTMENT OF STORMWATER_PUBLIC EDUCATION)**

DATE: March 17, 2020

Over the past number of years the City of Elkhart Aquatic Biology Department has offered a number of educational programs on the health of the Elkhart River to local school systems and the public by showcasing the variety of fish species living in the river. As an example, the City of Elkhart participates every year in the June Frist Friday event along with other agencies and departments showcasing our local natural resources. In order for these programs to continue the City of Goshen Stormwater Department is requesting the approval of an interlocal agreement between the City of Goshen Stormwater Department and the City of Elkhart Aquatic Biology Department to continue offering education programs over the next three years for an annual cost of \$7,500. As part of this Agreement the City of Elkhart Aquatic Biology Department agrees to offer a minimum of 10 educational programs within the City of Goshen each year.

The Stormwater Department requests your approval of this interlocal agreement.

RESOLUTION 2020-08

**Interlocal Agreement with City of Elkhart
for Stormwater Education Programs**

WHEREAS the City of Goshen and the City of Elkhart have negotiated an interlocal agreement for stormwater education programs.

WHEREAS pursuant to Indiana Code § 36-1-7 et seq., a power that may be exercised by one governmental entity may be exercised by one entity on behalf of another entity if the entities enter into a written agreement.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council approves the terms and conditions of the Interlocal Agreement with the City of Elkhart for stormwater education programs attached to and made a part of this resolution.

PASSED by the Goshen Common Council on _____, 2020.

Presiding Officer

ATTEST:

Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2020, at _____
a.m./p.m.

Adam C. Scharf, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2020.

Jeremy P. Stutsman, Mayor

INTERLOCAL AGREEMENT
FOR STORMWATER EDUCATION PROGRAMS

THIS INTERLOCAL AGREEMENT is made and entered into by and between the City of Goshen, Indiana, acting through the Goshen Board of Public Works and Safety and Stormwater Board (hereinafter referred to as “Goshen”) and the City of Elkhart, Indiana acting through the Elkhart Board of Public Works (hereinafter referred to as “Elkhart”).

WHEREAS, Goshen would like to enter into an Interlocal Agreement with the Elkhart to provide educational programs for students and adults in Goshen.

WHEREAS Goshen and Elkhart desire to enter into this Interlocal Agreement in accordance with the terms and provisions hereinafter stated to provide educational programs for students and adults in Goshen.

NOW, THEREFORE, in consideration of the premises and the terms and provisions contained herein Goshen and Elkhart hereby mutually agree as follows:

PURPOSE/PROGRAM

1. The City of Elkhart Aquatic Biology Department already conducts five educational programs with Goshen Community Schools, Bethany Christian Schools, Goshen College, and the public. Through this Interlocal Agreement, the following educational programs will continue to be administered by Elkhart:

a. Goshen High School Environmental Science Class: Approximately 30 students will complete a survey of the Elkhart River in Goshen; assist students with the collection and identification of fish species; and the biologist will visit the class to analyze data and discuss the variables that influence the health of the Elkhart River.

b. Goshen College: Approximately 70 students complete a survey of the Elkhart River in Goshen; assist students with the collection and identification of fish species; and the biologist will conduct a discussion with the students regarding variables that influence the health of the Elkhart River.

c. Goshen First Friday: the Elkhart Aquatic Biology Department will bring Elkhart River fish species to the June First Friday event. Hundreds of residents are reached during the event. The goal is the make people aware of the biological diversity of the Elkhart River and view it as a resource worth protecting.

d. Goshen Middle School: Approximately 250 Eighth Grade Students in groups, will be introduced to species of fish from the Elkhart River over the course of 2 days; students will be introduced to reasons for biological monitoring and what the monitoring tells us about the health of the river; and Elkhart Aquatic Biology Department will discuss variables that influence the health of the river.

e. Bethany High School: Approximately 60 students will complete a survey of the Elkhart River in Goshen; assist students with the collection and identification of fish species; and the biologist will conduct a discussion with the students regarding variables that influence the health of the Elkhart River.

2. Elkhart Aquatic Biology Department will seek additional programing within the elementary schools in Goshen and local service groups that the Aquatic Biology Department has previously performed presentations and outreach events. At a minimum, five additional educational programs shall be provided within the Goshen Elementary Schools and local service groups each year. Goshen will allow the Elkhart Aquatic Biologist to select these groups and presentation times in order to fulfill annual requests for presentations and to allow for variability over the three year course of this Agreement. These programs will touch on the following: the biological health of the Elkhart River and other local waterways, how the Elkhart Aquatic Biology Department monitors the biological community in Goshen's waterways, how stormwater pollution can have a negative impact upon our local water resources, the importance of protecting our local water resources, and how participants can be actively involved in protecting our local water resources.

3. Elkhart's Aquatic Biology Department will coordinate with Goshen's Stormwater Coordinator and Environmental Resilience Department on these ten (10) educational and public outreach events. Elkhart's Aquatic Biology Department shall provide advanced notification to the Goshen Stormwater Coordinator for when each of the public education events will be taking place, in order for the City to provide sufficient public advertisement for public events and to allow for City employees to attend as needed. Elkhart's Aquatic Biology Department will handle all of the scheduling logistics and provide all of the necessary materials for each program, however the Goshen may also provide educational materials when and where applicable. The Goshen Stormwater Coordinator will attend programs on an as needed basis to either help with the collection of fish specimens and to provide information on stormwater pollution and its effects on our local waterways.

4. In the instance where one of the programs is terminated for unforeseen reasons, the Elkhart Aquatic Biology Department will seek another permanent program with a similar reach and audience. A new program shall be mutually agreed upon by Elkhart's Aquatic Biology Program and Goshen's Stormwater Coordinator.

5. Deliverables - Elkhart Aquatic Biology Department shall provide Goshen with a year-end report detailing all of the programs carried out within the City of Goshen including the date and time of the program, the location, the number of participants, and a brief description of the nature of the program.

DURATION

The duration of this Interlocal Agreement will be for a period of three (3) years effective on the date of execution of the Interlocal Agreement.

FUNDING

Goshen agrees to pay Elkhart the amount of Twenty-two Thousand Five Hundred Dollars (\$22,500.00) to be used for the educational programs. The funding shall be payable to Elkhart in three (3) equal, annual installments of Seven Thousand Five Hundred Dollars (\$7,500.00) with the first payment made within thirty days from receipt of invoice provided satisfactory performance of Elkhart Aquatic Biology Department has been attained.

ADMINISTRATION

Elkhart will administer this Interlocal Agreement. Any accounting required as a result of this Interlocal Agreement will be the responsibility of Elkhart. Elkhart agrees to maintain any documents, contracts, notices and other records that are required to be maintained because of this Interlocal Agreement. Elkhart shall receive, disburse and account for all monies, received or disbursed in connection with the administration of this Interlocal Agreement. Each party shall be solely responsible for the workforce (either employees or independent contractors) utilized by that party to carry out any activity undertaken by that party which is authorized or required by the terms of this Interlocal Agreement.

PERMITS

Each party shall be responsible for obtaining any permits required for any activity undertaken by that party as authorized or required by the terms of this Interlocal Agreement. Also, each party shall comply with all statutes, ordinances, rules and regulations applicable to any activity undertaken by either party which is authorized or required by the terms of this Interlocal Agreement.

TERMINATION

The parties may terminate this Interlocal Agreement under any of the following conditions:

1. The Interlocal Agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Elkhart shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
2. Goshen may terminate this Interlocal Agreement, in whole or in part, in the event of default by Elkhart. In such event, Goshen may issue a written notice of default and provide a period of time in which Elkhart shall have the opportunity to cure. If the default is not cured within the time period allowed, the Interlocal Agreement may be terminated by the Goshen.
3. Elkhart may terminate this Interlocal Agreement, in whole or in part, in the event of default by Goshen. In such event, Elkhart may issue a written notice of default and provide a period of time in which Goshen shall have the opportunity to cure. If the default is not cured within the time period allowed, the Interlocal Agreement may be terminated by the Elkhart.

4. The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Interlocal Agreement.

Upon termination for any reason, Goshen shall be entitled to a report detailing all of the programs completed up to the date of termination as specified in #4 under the Purpose/Program Section.

INDEMNIFICATION

Each party agrees to indemnify and save the other party, its officers, agents and employees harmless from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs (including the cost of defense, settlement and reasonable attorney's fees) caused by or resulting from any activity undertaken by that party which is not authorized or required by the terms of this Interlocal Agreement.

REAL ESTATE AND PERSONAL PROPERTY

No real estate or personal property will be acquired by either party in carrying out the obligations of this Interlocal Agreement.

SUPPLEMENTAL DOCUMENTS

Goshen and Elkhart agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Interlocal Agreement.

NON-DISCRIMINATION

Pursuant to Indiana Code §22-9-1-10, neither party nor any of the respective party's contractors or subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Interlocal Agreement with respect to hire, tenure, terms, or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Interlocal Agreement.

REQUIRED EMPLOYMENT POLICIES

1. Pursuant to IC 22-5-1. 7, each party shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify Program ("Program"). Neither party is required to verify the work eligibility status of all newly hire employees through the Program if the Program no longer exists.

2. Neither party nor its subcontractors shall knowingly employ or contract with an unauthorized alien [as defined by 8 U.S.C. § 1324a(h)(3)] or retain an employee or contract with a person that either party or its subcontractors subsequently learn is an unauthorized alien. If either party violates this section 2, the other party shall require the violating party to remedy the

violation not later than thirty (30) days after the other party notifies the violating party. If the violating party fails to remedy the violation within the thirty (30) day period, the other party shall terminate the agreement for breach of contract. If either party terminates the Interlocal Agreement for violation of these required employment policies, the violating party shall be liable to the other party for actual damages in addition to any other contractual remedies. There is a rebuttable presumption that each party did not knowingly employ an unauthorized alien if that party verified the work eligibility status of the employee through the Program.

3. Upon request, an authorized individual shall sign and submit to the other party an affidavit that the party does not knowingly employ an unauthorized alien. This Interlocal Agreement shall not be enforceable against the other party, unless such an affidavit is submitted to the other party if requested.

NOTICES

Any notices required or permitted under this Interlocal Agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United States mail with proper postage affixed, and which notices shall be effective three (3) days after date of mailing:

Elkhart: City of Elkhart Board of Public Works
229 S. 2nd Street
Elkhart, IN 46516

Goshen: Goshen Legal Department
ATT: Keitha Windsor
204 E. Jefferson Street, Suite 2
Goshen, Indiana 46528

With a copy to:

Goshen Legal Department
ATT: Bodie Stegelmann, City Attorney
204 E. Jefferson Street, Suite 2
Goshen, Indiana 46528

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph.

AMENDMENT

This Interlocal Agreement, and any exhibits attached hereto, may be amended only by the mutual written consent of the parties, by the adoption of a resolution approving the amendment as provided by law and by the execution of the amendment by the parties.

SEVERABILITY

The provisions in this Interlocal Agreement are deemed to be severable to the effect that if any provision shall be declared to be invalid or unenforceable for any reason by a court or competent jurisdiction, the remaining provisions shall continue in full force and effect.

GOVERNING LAW

This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

BINDING EFFECT

This Interlocal Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that this Interlocal Agreement may not be assigned without the express written consent of the non-assigning party.

ENTIRE AGREEMENT

Except as otherwise expressly provided, this Interlocal Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter and is a full integration of the agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement pursuant to all requisite authorizations on the dates as set forth below.

City of Goshen, Indiana
Goshen Common Council
Goshen Board of Public Works and
Safety and Stormwater Board

City of Elkhart, Indiana
Board of Public Works

Jeremy P. Stutsman
Mayor and Presiding Officer

Michael Machlan, President

Date: _____

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 20____, personally appeared Jeremy P. Stutsman, the Mayor and Presiding Officer on behalf of the **Goshen Board of Public Works and Safety and Stormwater Board and Goshen Common Council of the City of Goshen, Indiana**, and acknowledged the execution of the foregoing instrument

(SEAL)

Notary Public
Printed: _____
County of Residence: _____
My commission expires: _____
Commission Number: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 20____, personally appeared Michael Machlan, the President of the Board of Public Works on behalf of the **City of Elkhart, Indiana**, and acknowledged the execution of the foregoing instrument

(SEAL)

Notary Public
Printed: _____
County of Residence: _____
My commission expires: _____
Commission Number: _____

This instrument was prepared by Bodie Stegelmann, Goshen City Attorney, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 533-9536.

APPROVAL OF INTERLOCAL AGREEMENT

The Goshen Common Council of **City of Goshen, Indiana** approves the foregoing Interlocal Agreement on _____, 20_____.

Jeremy P. Stutsman, Presiding Officer

Attest:

Adam Scharf, Clerk Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 20_____, personally appeared Jeremy P. Stutsman, Presiding Officer and Adam Scharf, Clerk-Treasurer for the Goshen Common Council on behalf of **City of Goshen, Indiana**, and acknowledged the execution of the foregoing instrument.

(SEAL)

Notary Public
Printed: _____
County of Residence: _____
My commission expires: _____
Commission Number: _____

ORDINANCE 5036

Amend Ordinance 4897, Goshen Common Council Rules of Order

BE IT ORDAINED by the Goshen Common Council that Ordinance 4897, Goshen Common Council Rules of Order, Section 10, Agenda Items, is amended as follows:

(1) Section 10, item E shall read as follows:

Agenda items shall be posted on the City's website by Thursday at 5 p.m. before any regularly scheduled Common Council meeting.

(2) Section 10, item D shall be deleted.

(3) The following language shall be added to Section 10:

In the event that there are no agenda items, the Clerk-Treasurer's Office is required to post that there is no agenda.

PASSED by the Goshen Common Council on March 3, 2020.

Jeremy P. Stutsman, Presiding Officer

ATTEST:

Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on March _____, 2020, at _____ a.m./p.m.

Adam C. Scharf, Clerk-Treasurer

APPROVED and ADOPTED on March _____, 2020.

Jeremy P. Stutsman, Mayor

ORDINANCE 4897, passed April 11, 2017

AS AMENDED BY

ORDINANCE 4925, passed November 6, 2017

ORDINANCE 4998, passed March 5, 2019

ORDINANCE 5036, proposed March 3, 2020

Goshen Common Council Rules of Order

WHEREAS the Goshen Common Council adopts rules of order to facilitate the orderly transaction of business and provide a basis for resolving questions of procedure that may arise.

WHEREAS, the Goshen Common Council embraces the following principles as important in facilitating the orderly transaction of its business and in promoting the best interests of the City of Goshen:

- Respect for each other and for each other's rights;
- Open communication and engagement;
- Honesty;
- A safe community;
- Acceptance that change has positive and negative consequences;
- Tolerance of differences;
- Support for equality and freedom from discrimination.

(Ord. 4925, 11/06/2017)

NOW THEREFORE, BE IT ORDAINED that Goshen Common Council adopts the following rules of order:

Section 1. APPLICATION OF SPECIAL RULES

- A. The rules of order of the Goshen Common Council do not apply whenever the United States Constitution, State of Indiana Constitution, or applicable federal or state laws or regulations provide or require different requirements or procedures. If the United States Constitution, State of Indiana Constitution, applicable federal or state laws or regulations, or the Common Council special rules do not apply, Robert's Rules of Order, most current edition, shall govern proceedings.
- B. This ordinance specifically repeals Ordinance 4207.

Section 2. COMMON COUNCIL POWERS AND DUTIES

- A. The legislative powers of the City of Goshen are vested in the Common Council which permits the Common Council to pass ordinances and resolutions.
- B. The Common Council may manage the finances of the City and control the City's property to the extent that such power is not vested in the executive branch.

- C. The Common Council has the power to appropriate money, fix the rate of taxation, and establish budgets for the City and its departments in the manner prescribed by the laws of the State of Indiana.
- D. The Common Council has the authority to issue short term loans and bonds in accordance with the limitations established by the laws of the State of Indiana.
- E. The Common Council has the investigative powers set forth in Indiana Code § 36-4-6-1.

Section 3. COMMON COUNCIL PRESIDENT ROLE

- A. The Common Council President presides at Common Council meetings whenever the Mayor is absent.
- B. The Common Council President shall act as a liaison between the Common Council and the Mayor.
- C. Under certain circumstances, the Common Council President serves as acting Mayor as provided by the laws of the State of Indiana.

Section 4 COMMON COUNCIL PRESIDING OFFICER POWERS AND DUTIES

- A. The Presiding Officer shall conduct the meetings of the Common Council.
- B. The Presiding Officer shall call for a vote on any motion, resolution or ordinance.
- C. The Presiding Officer shall sign any ordinance, order or resolution properly passed by the Common Council and shall provide such executed documents to the Clerk-Treasurer to be approved by the Mayor.

Section 5. MOTIONS

- A. Amendments.
 - 1. Only one resolution or ordinance can be on the floor at a time.
 - 2. Only one amendment to a resolution or ordinance can be offered at a time. However, multiple versions of a pending amendment to a resolution or ordinance may be considered or discussed.
- B. Motion to Postpone. An ordinance or resolution may be postponed indefinitely or to a date certain.

Section 6. DEBATE

- A. Debate must be limited to the resolution, ordinance, motion or amendment under consideration. Debate may not begin until the resolution, ordinance, motion or amendment has been introduced or made by one Common Council member and seconded by another Common Council member.
- B. The following motions are not debatable:
 - 1. Motion to adjourn if made after the completion of the agenda.
 - 2. Motion to close debate.
 - 3. Motion to call the question.
- C. Any Common Council member may request a call for vote, but only the Presiding Officer can call for the vote.

- D. Public comment will be permitted on a resolution or on the first and second reading of an ordinance.
- E. Public comment on an issue may be limited to individuals that own real estate in the City of Goshen, to individuals that represent a business located in the City of Goshen, and to residents of the City of Goshen by the Presiding Officer unless objected to by a majority of the Common Council.
- F. Any comment made by the public must be made to the Common Council and not to other members of the public.
- G. Public comment on any issue before the Common Council may be limited to no more than three (3) minutes per person by the Presiding Officer. If a majority of the Common Council determines at the beginning of public comment on an issue, that the length of time for comment by individual members of the public needs to be further limited, the Common Council may so limit. However, each member of the public must be afforded at least two (2) minutes.
- H. The Presiding Officer may request that public comments address new information, arguments or insight rather merely reiterate comments previously made by other persons. This request may not be made if the public is commenting during a statutorily required public hearing on an issue.
- I. The public may not comment on a procedural motion.
- J. The public may not comment on a motion to amend unless permitted by a majority of the Common Council.

Section 7. OPTION FOR WRITTEN VOTE

- A. Upon the request of any Common Council member on the final vote on any ordinance or on the vote on any resolution, a written vote shall be conducted.
- B. If a written vote is conducted, each Common Council member shall submit their vote on a piece of paper to the Presiding Officer who shall read the votes aloud, publically identifying the vote of each Common Council member. After the written vote is read the Presiding Officer shall provide the members of the Common Council an opportunity to orally change their vote.

Section 8. PRIVILEGE OF THE FLOOR

- A. Any member of the public commenting during privilege of the floor may be limited to three (3) minutes by the Presiding Officer.
- B. Common Council members may comment or request future action on subjects which were not on the Common Council's agenda during the Common Council's portion of privilege of the floor. The Common Council's portion of privilege of the floor will be held after the public has been given an opportunity to comment on subjects over which the Common Council has authority and were not on the Common Council's agenda.

Section 9. PROHIBITED CONDUCT

- A. No Common Council member or a member of the public may attack the character or other attribute of the person or persons making an argument rather than attacking the argument itself.
- B. No Common Council member or a member of the public shall make threatening remarks about Common Council members or any member of the public.

Section 10. AGENDA ITEMS

- A. The Presiding Officer has the authority to set the agenda of the Common Council. The agenda as presented may be amended by a majority vote of the Common Council to add items, delete items, or change the order of agenda items.
 - B. Two (2) or more Common Council members may submit a request in writing to the Clerk-Treasurer that an issue over which the Common Council has authority be placed on the agenda of a future Common Council meeting. Two (2) or more Common Council members may request during privilege of the floor of a Common Council meeting that an issue over which the Common Council has authority be placed on the agenda of a future meeting.
 - C. The Presiding Officer will determine the appropriate Common Council meeting that the item will be placed on the agenda at the earliest possibility taking into consideration City staff's need to properly review and comment on the issue and the number of other items that need to be addressed in upcoming meetings. A requested agenda item will be placed on the Common Council agenda within ninety (90) days unless a greater time period is agreed to by the Common Council.
 - D. [REPEALED]
- (Ord. 5036, proposed 03/03/2020)*
- E. Agenda items shall be posted on the City's website by Thursday at 5 p.m. before any regularly scheduled Common Council meeting. In the event that there are no agenda items, the Clerk-Treasurer's Office is required to post that there is no agenda.

(Ord. 5036, proposed 03/03/2020)

Section 11. COMMON COUNCIL SEATING

Common Council members shall be seated in alphabetical order by last name unless the Council establishes a different seating order for the annual term.

Section 12. CANCELLED COMMON COUNCIL MEETINGS

- A. Before a Common Council meeting is canceled due to lack of agenda items or lack of a quorum, the Presiding Officer shall discuss the cancellation with the Common Council President and a designee annually selected by the Council members that are not of the same party as the Council President. After the discussion, the meeting shall be canceled if the Mayor, Council President, and the annual designee all agree.
- B. The meeting can be canceled by the Presiding Officer if there is an emergency such as a natural disaster or weather emergency.

Section 13. MINUTES

- A. The meeting minutes of the Common Council shall be prepared by the City Clerk-Treasurer or the Clerk-Treasurer's designee. The Common Council strongly encourages that the minutes be prepared in time to be approved at the Common Council's next regularly scheduled meeting.
- B. The meeting minutes shall be posted on the City's website within seven (7) days of the Common Council's approval of the minutes.

Section 14. APPOINTMENTS OF COMMON COUNCIL

- A. The City’s website shall include a list of Common Council appointments and when the terms of those appointments end.
- B. All vacancies on a board or commission to be appointed on January 1 by the Common Council shall be publicly announced in the first week of October by City email notice, on the City’s website and on City’s social media.
- C. Applicants must reside within the Goshen city limits and be at least 18 years of age unless the enabling statute or ordinance for the particular board or commission states otherwise.
- D. Anyone interested in a Council appointment to a board or commission shall submit an application via the City’s website or in writing to the Clerk-Treasurer who will then distribute the application electronically. Council appointed board or commission members who want to be re-appointed to a seat they occupy shall also submit an application via the City’s website or in writing to the Clerk-Treasurer expressing their desire to be re-appointed. Applications are subject to Indiana’s Access to Public Records Act unless specifically excepted by Indiana statute.
- E. Applications may be submitted at any time during the year, but they are actively solicited in October and November. Final appointments are made in December, except in years following a municipal general election when the appointments are made in January by the new Council.
- F. All board or commission applications will be kept active for one year and can be considered for mid-year vacancies. Any mid-year vacancies due to resignations or removals shall be announced at the first possible Council meeting and filled at the following Council meeting.
- G. The Council President, or his/her designee, shall contact applicants to let them know when appointments will appear on the Council agenda and to explain the appointment process. The Council President, or his/her designee, shall also contact applicants after the Council votes on appointments to inform the applicants of the outcome and to give new appointees basic information about the board or commission to which they have been appointed.
- H. A board or commission member appointed by the Council resigning mid-term is encouraged to submit their resignation via the City’s website or in writing to the Clerk-Treasurer.

(Ord. 4998, 03/05/2019)

[End of Ordinance]