



Goshen Common Council

6:00 p.m. July 21, 2020 Regular Meeting

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

This meeting will be conducted under a declared public health emergency covering all of the State of Indiana. Due to social distancing guidelines there will be very limited spaced for public attendance. Members of the public are encouraged to submit questions or comments ahead of time to elected officials and/or the pertinent city offices.

The meeting will be streamed live via Zoom. For link, see <https://goshenindiana.org/calendar>

Call to Order by Mayor Jeremy Stutsman

Pledge of Allegiance

Electronic Meeting Participation Statement and 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 Hazany Palomino (Non-voting)	

Approval of Minutes

Approval of Meeting Agenda (Items requested for in-meeting addition are highlighted)

Privilege of the Floor

Elected Official Reports

Special Presentation:

Dr. Michael Hicks

Director of the Center for Business and Economic Research, and
George and Francis Ball Distinguished Professor of Economics
Ball State University

I. Resolution 2020-20:

Local Roads and Bridges Matching Grant Agreement with InDOT for
Reconstruction of 16th Street, Douglas Street and Reynolds Street

- Grant Agreement



II. Ordinance 5049 (1st Reading): Amending Ordinance Violations Bureau

- Mayoral Memo
- Ordinance Violations Bureau Policy and Procedures
- Ordinance 3846: Repealing Ordinance 3642 and Re-establishing an Ordinance Violations Bureau

III. Ordinance 5050 (1st Reading): Amending Compensation Ordinance 5008 for Civil City and Utilities Employees: Emergency Staffing Management and Paid Leave

- Ordinance 5040: Amend Compensation Ordinance 5008 for Civil City and Utilities Employees

Adjournment

RESOLUTION 2020-20

Local Roads and Bridges Matching Grant Agreement with InDOT for Reconstruction of 16th Street, Douglas Street and Reynolds Street

WHEREAS the City of Goshen plans to reconstruct 16th Street, Douglas Street and Reynolds Street east of Lincolnway East/US 33 (hereinafter the “Project”).

WHEREAS the City applied to Indiana Department of Transportation and was awarded a grant for up to \$535,130 from the State’s Local Roads and Bridges Matching Grant Fund which represents 50% of the total cost of the Project.

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 Local Roads and Bridges Matching Grant Agreement with the Indiana Department of Transportation for partial funding for the Project attached to and made a part of this resolution.

PASSED by the Goshen Common Council on July 21, 2020.

Presiding Officer

ATTEST:

Adam C. Scharf, Clerk-Treasurer

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

Adam C. Scharf, Clerk-Treasurer

APPROVED and ADOPTED on July ____, 2020.

Jeremy P. Stutsman, Mayor

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract # A249-20-LG200139

This Grant Agreement (this “Grant Agreement”), entered into by and between the Indiana Department of Transportation (the “State”) and City of Goshen a Local Unit, (the “Grantee”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of **\$535,130.00** (the “Grant”), representing **50%** of the eligible costs of the project (the “Project”) described in Attachment A of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-23-30 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. § 8-23-30).

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term “principal” for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1.

D. The Grantee uses an approved transportation asset management plan on file with the State.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with Attachment A and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

4. Term. This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written

agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as **Attachment B** and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

5. Grant Funding. Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

- A. It may use the State funds only for the Project described in **Attachment A**;
- B. If it uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:
 - i. must immediately repay all grant funds provided to the State; and
 - ii. may not participate in the grant program during the succeeding calendar year.
- C. It shall provide local matching funds equal to not less than **50%** of the estimated project cost;
- D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of local funds.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **50% of the eligible Project costs and not more than \$1 million**. The maximum amount of state funds allocated to the Project is **\$ 535,130.00**. The Grantee

understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a calendar year.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

F. Pursuant to Ind. Code § 8-23-30-3, the Grantee's **50%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **50%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State.

Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

E. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC § 24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State’s request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled.

A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N. Senate Avenue, Room N758
Indianapolis, IN 46204-2216

- B. Notices to the State regarding project management shall be sent to respective District Office:

Indiana Department of Transportation
Donya LaRue
5333 Hatfield Road
Fort Wayne, IN 46808
Email: dlarue@indot.in.gov

- C. Notices to the Grantee shall be sent to:

City of Goshen
Dustin Sailor
204 East Jefferson Street
Goshen, IN 46528
Email: engineering@goshencity.com

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 22, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Contractor acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Federal and State Third-Party Contract Provisions. N/A

25. Provision Applicable to Grants with tax-funded State Educational Institutions: “Separateness” of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

26. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State’s standard contract clauses (as contained in the *2019 OAG/IDOA Professional Services Contract Manual* or the *2019 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements; Project Monitoring was modified.

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Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

AGREEMENT TO USE ELECTRONIC SIGNATURES

(Applicable to only to Grant Agreements processed through SCM)

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

City of Goshen

Indiana Department of Transportation

By: _____

By: _____

Name and Title, Printed

Joseph McGuinness, Commissioner

Date: _____

Date: _____

Approved by:

Indiana Department of Administration

Approved by:

State Budget Agency

By: _____ (for)
Lesley A. Crane, Commissioner

By: _____ (for)
Zachary Q. Jackson, Director

Date: _____

Date: _____

APPROVED as to Form and Legality:

***Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on September 13, 2019.***

FA 19-45

This instrument was prepared by the undersigned attorney:

Attorney:

Indiana Department of Transportation
100 N. Senate Avenue
Indianapolis, IN 46204

Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: _____

Program: **Local Roads and Bridges Matching Grants**

Type of Project: Road Reconstuction

Location: 16th St., Douglas St, Reynolds St.

Application ID: 8669

A general scope/description of the Project is as follows:

Complete road replacement including curb and gutter and several spot improvements to the storm inlets to improve drainage.

The maximum amount of state funds allocated to the Project is \$ 535,130.00.

ATTACHMENT B

AWARD LETTER



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N901
Indianapolis, Indiana 46204

PHONE: (317) 233-3680
FAX: (317) 234-8365

Eric Holcomb, Governor
Joe McGuinness, Commissioner

April 07, 2020

City of Goshen
Jeremy Stutsman
204 East Jefferson Street
Goshen, IN 46528

RE: Community Crossing Matching Grant Fund 2020-1 Award Letter

Dear Jeremy Stutsman:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2020-1 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Application ID	Preliminary Awarded Amount	Location Priority
8669	\$535,130.00	All
TOTAL	\$535,130.00	

Preliminary award amounts are contingent upon the following:

- INDOT must receive a copy of the fully-executed contract with a contractor or material supplier.
- Contractor/material supply contracts must be submitted no later than four (4) months from the date of this award letter. Failure to meet this date will result in the forfeiture of your funds.
- Local Public Agency (LPA) must sign and return the LPA-INDOT Grant Agreement no later than two (2) months from the date of this award letter. Signatures cannot be over 30 days old once it reaches the INDOT LPA/MPO Division Office located in Indianapolis. Failure to meet this will result in forfeiture of your funds.
- Once all documentation listed above is received, reviewed, and contracts fully executed INDOT will transfer the agreed upon contract amount into your account.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to 50 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

If you have any questions, please contact David Armstrong, (260) 969-8277 or darmstrong@indot.in.gov.

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

Director of Local Programs
Indiana Department of Transportation



Jeremy P. Stutsman, Mayor
CITY OF GOSHEN

202 South Fifth Street, Suite I • Goshen, IN 46528-3714

Phone (574) 533-9322 • Fax (574) 533-3074

mayor@goshencity.com • www.goshenindiana.org

Memo

To: Goshen City Council

From: Mayor Jeremy Stutsman

Subject: Ordinance Violations Bureau: Proposed Policy and Ordinance Amendment

Date: June 4, 2020

The City Administration has been discussing more effective ways to enforce the City Code. After discussing Code enforcement with multiple departments, a consensus of opinion arose leading to the conclusion that the current Ordinance setting out the City's Ordinance Violations Bureau should be amended to provide a more effective tool for use in enforcing the City Code.

Purpose of Ordinance Violations Bureau

An Indiana State statute allows municipalities to create ordinance violations bureaus to process citations issued for violations of the municipal code and to collect civil penalties assessed for violations. Goshen established an Ordinance Violations Bureau (the "OVB") through the adoption of Ordinance 3846 in 1998. Many communities throughout Indiana have adopted ordinances creating ordinance violations bureaus.

Schedule of Violations (existing)

A community having an ordinance violations bureau must adopt a schedule of penalties that sets the amount of civil penalties that are to be assessed for the specific ordinance violations listed in the schedule. Goshen's current schedule of penalties is overly simple and does not take into account the severity of the violation entering the OVB. The schedule of penalties adopted by other cities and towns lists a variety of violations and the amount of civil penalties that can be assessed for each type of violation. The amount assessed for civil penalties typically varies, depending on the severity of the violation. The current Goshen OVB ordinance, however, only lists two types of violations within the schedule of penalties:

1. Parking violations
2. All other code violations

Upon admission of a violation, the OVB is currently authorized to accept civil penalties based on the following schedule:

Type of Violation	Civil Penalties
Parking Violations- First Offense	\$150.00
Parking Violations- Second Offense	\$200.00
Parking Violations- Third Offense	\$250.00
All other Code Violations- First Offense	\$175.00
All other Code Violations- Second Offense	\$225.00
All other Code Violations- Third Offense	\$250.00

The civil penalties listed in the table above are fixed and, based on statute, cannot be reduced at the discretion of the city official empowered to issue citations or by the OVB. This proposed ordinance amendment includes a detailed list of common violations and a new schedule that reduces penalties to reflect the severity of specific violations.

Schedule of Violations (Proposed)

The proposed amendment to the existing ordinance would create four distinct tiers which would establish lower civil penalties than currently allowed. The proposed tiers are as follows:

	First Offense	Second Offense	Third Offense
Tier 4	\$25	\$50	\$75
Tier 3	\$50	\$75	\$100
Tier 2	\$75	\$125	\$200
Tier 1	\$175	\$225	\$250

Tier 1 offenses involve more serious offense, with Tier 2, Tier 3, and Tier 4 involving progressively less serious offenses. The proposed ordinance amendment provides a table of offenses with the corresponding Tier level.

Inter-local Agreement with Elkhart County

The General Assembly enacted a statute in 2018 that allowed Goshen City Court to act as an ordinance violations bureau for municipalities that lacked a court. Elkhart County approached the City and our OVB ordinance was amended in 2018 to allow processing citations from Elkhart County for code violations that occur in the unincorporated areas of the County. The County and City of Goshen entered into an inter-local agreement and the County started filing zoning and nuisance violation citations in the OVB in 2018. Since the County began using Goshen City Court as its ordinance violations bureau, approximately one-half of the citations have been paid, approximately one-quarter have been dismissed, and approximately one-quarter have resulted in judgments that have been sent to collections.

Right to Trial

The OVB does not limit the rights of a person charged with a code violation to a trial. If a person cited for a code violation wants to exercise the right to trial, they can appear before the Violations Clerk and deny the violation. Judgment cannot be entered against an individual unless a complaint is filed and the person has an opportunity to contest the alleged violation. The Goshen ordinance names the Clerk of the City Court as the Violations Clerk, who administers the bureau.

Proposed Policy and Procedures

Goshen currently lacks formal administrative guidelines defining how the OVB is used as a tool for ordinance enforcement. I have attached to this memo a document that outlines proposed policies and procedures that will serve to ensure that ordinance violations being enforced through the OVB are handled in a consistent manner by City departments responsible for ordinance enforcement. These departments include: Fire, Planning, Building, Engineering and Police. Included in this policy is a requirement that the department head must approve all citations issued by the department.



Ordinance Violations Bureau Policy and Procedures

Overview

Indiana Code I.C. §33-36-2-1 allows a municipality to establish an ordinance violations bureau. I.C. §36-1-6-3 allows municipal corporations to enforce ordinances through admission of violation before the ordinance violations bureau. The ordinance violations bureau processes citations issued for violations of the Goshen City Code, and collects civil penalties. Goshen City Code § 1.2.1.1 *et seq.* establishes and describes the City's Ordinance Violations Bureau. The Clerk of the City Court serves as the Violations Clerk, who administers the Bureau. The Violations Clerk accepts written appearances, waivers of trial, admissions of violations, and payment of civil penalties.

Schedule of Penalties

For violations that are not parking violations, a schedule of civil penalties has been established by ordinance (Exhibit A). All violations are assigned to one of the following tiers:

	First Offense	Second Offense	Third Offense
Tier 4	\$25	\$50	\$75
Tier 3	\$50	\$75	\$100
Tier 2	\$75	\$125	\$200
Tier 1	\$175	\$225	\$250

The amounts listed in the schedule of penalties are fixed and cannot be reduced other than by amending the ordinance. Penalties increase for subsequent violations that occur within one year from the date of the first offense. The maximum civil penalty allowed by statute is \$250.00.

Duties of Violations Clerk

The duties of the Violations Clerk are to accept:

1. Written appearances;
2. Waivers of trial;
3. Admissions of responsibility for violations; and
4. Payment of civil penalties up to the amounts in the schedule of penalties.

The Violations Clerk may accept payment by cash, cashier's check, money order or credit card. The Violations Clerk will maintain records of ordinance violations, including copies of violation notices, admissions and denials of responsibility and the amount of penalties collected.

Issuance of Violation Notices

City officials responsible for enforcement of city codes will generally follow the following enforcement process prior to the issuance of a citation:

1. The official will complete a site investigation and document the alleged violation.
2. The property owner will be given a written notice of the alleged violation. The notice will include:
 - a. A description of the alleged violation;
 - b. The specific section of the Goshen City Code that governs the alleged violation;
 - c. A deadline for compliance (at least 10 days from date of written notice); and
 - d. Notice that a civil penalty may be imposed if the alleged violation is not abated by the deadline.
3. An inspection shall be completed following the compliance deadline to determine if the alleged violation has been abated.
4. The official will have the option of extending the deadline, if reasonable progress has been made in addressing the alleged violation.
5. If the alleged violation continues to exist and an extension is not granted, the official will proceed with notice (write a citation and provide to responsible party) and file the citation with the Ordinance Violations Bureau.
6. If the ordinance being enforced has specific notice requirements, the notice requirements will be followed prior to the issuance of a citation.

Circumstances Leading to Issuance of Citations

At the discretion of the authorized city official, he or she may issue a citation under the following circumstances:

1. The authorized city official witnesses a person commit a Goshen City Code violation;
2. Based on investigation, the official has a reasonable cause to believe that the person is responsible for a Goshen City Code violation; or
3. Based upon the investigation of a complaint by someone who allegedly witnessed the person commit a Goshen City Code violation, the official has reasonable cause to believe that the person alleged to have committed the code violation is responsible for the violation, and the City attorney has approved the issuance of the citation.

Service of Citations

Citations for alleged Goshen City Code violations shall be served by authorized city officials as follows:

1. A city official shall personally serve a copy of the citation upon the alleged violator, except as provided in the following paragraph.
2. If an alleged violation involves the use or occupancy of land, a building, or other structure, a copy of the citation does not need to be personally served up the alleged violator, but may be posted on the property. In addition, a copy of the citation shall be sent by first class mail to the owner at the owner's last known address.

Compliance Deadlines

The deadline for compliance from the time of the first notification to a property owner for most violations will be ten (10) calendar days. The official enforcing the Goshen City Code will have the option of reducing the compliance deadline from the time of the first notification to a property owner for the following violations to a minimum of 24 hours:

6.6.1	Requirements for Stormwater Management Associated with Illicit Discharges
6.6.1.2	Discharge of any non-stormwater related materials or substances to stormwater drainage systems or any water course that violates applicable water quality standards
6.6.1.2	Any illicit connections to the stormwater drainage system or any water course that allows non-stormwater discharges to occur
6.6.1.2	Failure to take all reasonable steps to ensure the discovery, containment, cleanup, and documentation of any improper or unpermitted release or discharge.
6.6.2	Construction Site Stormwater Run-off Control
6.6.2.1	Working without an approved Stormwater Pollution Prevention Plan or an expired stormwater clearance
6.6.2.4	Direct discharge of pollutants to an MS4 conveyance or surface water
6.6.3	Uniform Requirements for Post Construction Stormwater Management
6.6.3.2	Discharge of stormwater directly into a wetland or local waterway without adequate treatment or in violation of applicable state or federal laws

Contents of a Citation Imposing a Civil Penalty

Notices of an alleged Goshen City Code violation, with the corresponding civil penalty, will include the following information:

1. A description of the alleged violation and reference to Goshen City Code section in violation;
2. The authorized official who witnessed the alleged violation and the date witnessed;
3. The amount of the civil penalty;
4. Methods of payment;
5. The consequences of failing to pay the required fees; and
6. Location and hours of the Violation Clerk.
7. The citation will inform the person receiving the citation they may do one of the following:
 - a. Admit responsibility for the alleged violation.
 - b. Deny responsibility for the alleged violation.

Department Head Approval of Citation

All citations will require the approval of the Department Head whose department is responsible for enforcement prior to the issuance of citations, unless exigent circumstances exist that require immediate issuance of a citation. If a citation is issued prior to Department Head approval, the person issuing the Citation shall report the issuance of the citation to the Department Head as

soon as possible. If the Department Head decides that the Citation should not have been issued, the Department Head may remove the citation from the Ordinance Violations Bureau.

Right to Trial

A person cited for an ordinance violation is entitled to a trial before a court, unless the person waives the right to trial and enters an admission of the violation with the Violations Clerk, and pays the required civil penalty. If a person wants to exercise the right to trial, the Violations Clerk will accept a written denial of the violation. The Violations Clerk will report denials to the Legal Department, who will then confer with the Department Head responsible for enforcement to determine whether to initiate proceedings with the Board of Works or in court, as the Goshen City Code being enforced may require. A person found liable for an Ordinance Violation after trial can be ordered to pay Court Costs, as well as any fines or damages allowed under the applicable ordinance, in amounts potentially much greater than the original amount of the civil penalty associated with the citation.

Failure to Pay Civil Penalty

If a person cited for an ordinance violation denies the violation, fails to pay the civil penalty, or fails to deny or admit the violation, such persons will be referred to the Legal Department, who will then confer with the Department Head responsible for enforcement to determine whether to initiate proceedings with the Board of Works or in court, as the Goshen City Code being enforced may require.

Reporting

The Violations Clerk will provide the Mayor a monthly report of the Bureau's activities. The report will include the total number of citations issued, the types of violations, the admissions or denials of responsibility, and a record of payments received.

Exhibit A

Ordinance Violations Schedule of Penalties

	First Offense	Second Offense	Third Offense
Tier 4	\$25	\$50	\$75
Tier 3	\$50	\$75	\$100
Tier 2	\$75	\$125	\$200
Tier 1	\$175	\$225	\$250

Municipal Code Section	Type of Violation	Penalty Tier
Animal Control		
3.1.1.1	Animals running at large	3
3.1.1.3	Keeping livestock, fowl or wild animals	3
3.1.1.5	Animals disturbing the peace	3
3.1.4.2	Keeping chickens	3
Fire Prevention and Protection		
3.2.1.1	Open burning	3
3.2.1.4	Leaf burning	3
Noise Control		
3.3.1.1	Excessive noise and sound	2
3.3.1.2	Noise level standards for motor vehicles and sound amplification on public property	2
Controlled Parking in Yards; Sidewalks		
4.4.1.1	General parking violations (except parking in designated handicapped space)	4
4.4.1.1	General parking violations- parking in handicapped space	3
4.4.2.1	Parking in prohibited parking areas	4
Buildings and Building Regulations		
6.1.1.7	Building permit required	1
6.1.1.15	Stop work order	1
6.1.1.16	Certificate of occupancy	2
6.1.1.12	Inspection required	3
6.2.1.1	Mechanical and electrical licensing required	1
Neighborhood Preservation		
6.3.1.1	Minimum standards for all structures	2
6.3.1.2	Minimum standards for basic equipment and facilities	2

6.3.1.3	Minimum standards for light, ventilation, egress and heating	2
6.3.1.4	Safe and sanitary maintenance	2
6.3.1.5	Minimum space, use and location requirements	1
6.3.1.6	Responsibility of owners and occupants	2
6.3.1.7	Hotels and rooming houses	3
6.3.1.8	Smoke detectors	2
6.3.1.9	Minimum standards for commercial and industrial properties	1
6.3.1.10	Application for registration receipt	2
6.3.1.11	Inspection	2
Requirements for Stormwater Management Associated with Illicit Discharges		
6.6.1.2	Discharge of any non-stormwater related materials or substances to stormwater drainage systems or any water course that violates applicable water quality standards	1
6.6.1.2	Any illicit connections to the stormwater drainage system or any water course that allows non-stormwater discharges to occur	1
6.6.1.2	Repeat violations of the discharge of yard waste (e.g. grass clippings, leaves, etc.) to a stormwater drainage system or any water course	3
6.6.1.2	Failure to take all reasonable steps to ensure the discovery, containment, cleanup, and documentation of any improper or unpermitted release or discharge.	1
Construction Site Stormwater Run-off Control		
6.6.2.1	Working without an approved Stormwater Pollution Prevention Plan or an expired stormwater clearance	1
6.6.2.1	Self-inspection report not performed, or the inspection forms are not provided when requested.	2
6.6.2.4	Concrete/mortar washout	2
6.6.2.4	Perimeter protection	2
6.6.2.4	Construction entrance/exit	2
6.6.2.4	Site stabilization	2
6.6.2.4	Inlet protection	2
6.6.2.4	Dewatering	2
6.6.2.4	Runoff control	2
6.6.2.4	Trash/litter	2
6.6.2.4	Spill control/containment issues	2
6.6.2.4	Direct discharge of pollutants to surface water	1
Uniform Requirements for Post Construction Stormwater Management		
6.6.3.2	Discharge of stormwater directly into a wetland or local waterway without adequate treatment or in violation of applicable state or federal laws	1
6.6.3.3	Failure to comply with Post-Construction Stormwater Management Plan inspection and maintenance of stormwater post-construction measures	2

	requirements.	
6.6.3.3	Failure to maintain natural and constructed drainage systems.	2
Accumulation of Materials		
6.10.1.2	Solid waste violations without opportunity to correct violations	3
6.10.1.4	Solid waste violations requiring prior notice of violation	3
Signs in Right of Way		
6.12.3.1	Placing signs in Right of Way	2
Zoning Ordinance 3011		
	Expired plates/unlicensed vehicles in residential district	2
	Trailer/RV/boat in front yard	2
	Vehicles in excess of 1 ton capacity parked in residential area	2
	Parking on unimproved surface/grass	2
	Three or more inoperable vehicles	2
	Auto repair/body work/paint shop in residential area	2
	RV used as residence	2
	Structure/fence/sign/driveway expansion without permit	2
	Development in regulatory floodplain without permit	2
	Temporary/mobile signs without permits	2

ORDINANCE NO. 3846
AN ORDINANCE REPEALING ORDINANCE 3642 AND REESTABLISHING AN
ORDINANCE VIOLATIONS BUREAU

WHEREAS, the Indiana State Legislature allows a municipal corporation to establish an ordinance violation bureau and allows that bureau to turn over to the municipal corporation all sums collected as civil penalties for ordinance violations as provided by I.C. 33-6-3-1 et al.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF GOSHEN AS FOLLOWS:

1. An ordinance violations bureau is now established.
2. The Clerk of the City Court is designated as the ordinance violations bureau's clerk to administer the ordinance violations bureau.
3. The violation clerk may accept written appearances, waivers of trial, admissions of violations and accept payments of civil penalties as established by this ordinance in all ordinance violation cases.
4. In all ordinance violation cases filed in the Goshen City Court, the ordinance violation bureau may accept the sum of \$75.00 as a civil penalty if the violator chooses to admit the ordinance violation. Beginning September 1, 1999 the civil penalty will be \$100.00.
5. A person charged with an ordinance violation is entitled to a trial before a court as provided by law unless the person waives the right to trial and enters an admission of the violation with the violations clerk. Upon such admission, the violations clerk shall assess and receive from the violator the amount of \$75.00. However beginning on September 1, 1999 the violations clerk shall assess and receive from the violator the amount of \$100.00.
6. If a person charged with an ordinance violation wants to exercise his/her right to trial, the person shall appear before the violations clerk and deny the violation or enter a written denial with the violations clerk.
7. If a person denies an ordinance violation, fails to pay the amount assessed by the violations clerk after having entered an admission of the violation or fails to admit or deny the violation, the violation shall be pursued through the Goshen City Court.
8. Ordinance number 3642 is repealed on the effective date of this ordinance.
9. This ordinance takes full force and effect upon passage and publication as required by law but no earlier than September 1, 1998.

PASSED AND ADOPTED by the Common Council of the City of Goshen on the 4th day of August, 1998.

Allan J. Kauffman
Allan J. Kauffman, Mayor

ATTEST:

Nancy Hoke
Nancy Hoke, Clerk-Treasurer

Ordinance Number 3846 is presented by me to the Mayor of the City of Goshen, Indiana on August 4th, 1998 at the hour of 7:00 P.M.

Nancy Hoke
Nancy Hoke, Clerk-Treasurer

Ordinance Number 3846, having been passed and adopted by the Common Council of the City of Goshen, Indiana and presented to me is approved and duly adopted on August 4th, 1998 at the hour of 7:00 P.M.

Allan J. Kauffman
Allan J. Kauffman, Mayor

ORDINANCE 5049

AMENDING ORDINANCE VIOLATIONS BUREAU

WHEREAS, Indiana Code § 33-36-2-1 allows a municipal corporation to establish an ordinance violations bureau;

WHEREAS, Indiana Code § 36-1-6-3 allows municipal corporations to enforce ordinances through admission of violation before an ordinance violations bureau and allows that bureau to turn over to the municipal corporation all sums collected as civil penalties for ordinance violations; and

WHEREAS, the Common Council of the City of Goshen, Indiana established an ordinance violations bureau which is codified in the Goshen City Code at §1.2.1.1; and

WHEREAS, the Common Council of the City of Goshen, Indiana wishes to more clearly define what ordinance violations are subject to admission of violation before the violations clerk, define appropriate levels and amounts of civil penalties to be imposed for violations of the City of Goshen Code, and more clearly describe its Ordinance Violations Bureau.

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

Section 1. Creation

- 1.1. An Ordinance Violations Bureau (“Bureau”) was created and shall continue to operate under the authority of I.C. § 33-36-2-1, as amended, and under the terms of this Ordinance.

Section 2. Violations Clerk; Duties

- 2.1. The Clerk of the City Court shall serve as the Violations Clerk, who shall administer the Bureau.
- 2.2. The Violations Clerk shall accept written appearances, waivers of trial, admissions of violations, and payment of civil penalties as set forth in Section 3 of this Ordinance, but not more than Two Hundred Fifty Dollars (\$250).
- 2.3. The Violations Clerk shall account for all payments received and deliver such penalty payments to the City of Goshen Clerk-Treasurer for all violations of the Goshen City Code, at such intervals as the Violations Clerk and City of Goshen Clerk-Treasurer determines, to be deposited in the general fund of the City of Goshen.
- 2.4. The Violations Clerk shall account for all payments received on behalf of every municipal corporation for whom the Violations Clerk has accepted payment of civil penalties pursuant to an interlocal agreement described in I.C. 33-36-2-4, and deliver such penalty payments to the appropriate municipal corporation as provided in the interlocal agreement.

Section 3. Schedule of Civil Penalties

- 3.1. Pursuant to I.C. § 33-36-3-1, provisions of the Goshen City Code subject to admission of violation before the Violations Clerk (each such Code provision shall be hereinafter referred to individually as a “Bureau Ordinance”) are designated in the Bureau Ordinances Schedule found in this Code Section. Notwithstanding any other enforcement procedures provided by applicable statute, rule, or ordinance, each Bureau Ordinance may be enforced through an admission of violation before the Violations Clerk to the full extent allowed under I.C. § 36-1-6-3(a)(1), as amended, and under the authority of I.C. § 33-36-2-1, as amended. The Bureau Ordinances Schedule below assigns an appropriate Civil Penalty Tier to violations of each City of Goshen Bureau Ordinance.

**City of Goshen
Bureau Ordinances Schedule**

Goshen Code Section	Type of Violation	Penalty Tier
Animal Control		
3.1.1.1	Animals running at large	3
3.1.1.3	Keeping livestock, fowl or wild animals	3
3.1.1.5	Animals disturbing the peace	3
3.1.4.2	Keeping chickens	3
Fire Prevention and Protection		
3.2.1.1	Open burning	3
3.2.1.4	Leaf burning	3
Noise Control		
3.3.1.1	Excessive noise and sound	2
3.3.1.2	Noise level standards for motor vehicles and sound amplification on public property	2
Controlled Parking in Yards; Sidewalks		
4.4.1.1	General parking violations (except parking in designated handicapped space)	4
4.4.1.1	General parking violations- parking in handicapped space	3
4.4.2.1	Parking in prohibited parking areas	4
Buildings and Building Regulations		
6.1.1.7	Building permit required	1
6.1.1.15	Stop work order	1
6.1.1.16	Certificate of occupancy	2
6.1.1.12	Inspection required	3
6.2.1.1	Mechanical and electrical licensing required	1

Neighborhood Preservation		
6.3.1.1	Minimum standards for all structures, except as the ordinance applies to buildings deemed unsafe	2
6.3.1.2	Minimum standards for basic equipment and facilities, except as the ordinance applies to buildings deemed unsafe	2
6.3.1.3	Minimum standards for light, ventilation, egress and heating, except as the ordinance applies to buildings deemed unsafe	2
6.3.1.4	Safe and sanitary maintenance, except as the ordinance applies to buildings deemed unsafe	2
6.3.1.5	Minimum space, use and location requirements, except as the ordinance applies to buildings deemed unsafe	1
6.3.1.6	Responsibility of owners and occupants, except as the ordinance applies to buildings deemed unsafe	2
6.3.1.7	Hotels and rooming houses, except as the ordinance applies to buildings deemed unsafe	3
6.3.1.8	Smoke detectors, except as the ordinance applies to unsafe buildings	2
6.3.1.9	Minimum standards for commercial and industrial properties, except as the ordinance applies to buildings deemed unsafe	1
6.3.1.10	Application for registration receipt, except as the ordinance applies to buildings deemed unsafe	2
6.3.1.11	Inspection, except as the ordinance applies to buildings deemed unsafe	2
Requirements for Stormwater Management Associated with Illicit Discharges		
6.6.1.2	Discharge of any non-stormwater related materials or substances to stormwater drainage systems or any water course that violates applicable water quality standards	1
6.6.1.2	Any illicit connections to the stormwater drainage system or any water course that allows non-stormwater discharges to occur	1
6.6.1.2	Discharge of yard waste (e.g. grass clippings, leaves, etc.) to a stormwater drainage system or any water course	3
6.6.1.2	Failure to take all reasonable steps to ensure the discovery, containment, cleanup, and documentation of any improper or unpermitted release or discharge.	1
Construction Site Stormwater Run-off Control		
6.6.2.1	Working without an approved Stormwater Pollution Prevention Plan or an expired stormwater clearance	1
6.6.2.1	Self-inspection report not performed, or the inspection forms are not provided when requested.	2
6.6.2.4	Concrete/mortar washout	2
6.6.2.4	Perimeter protection	2
6.6.2.4	Construction entrance/exit	2
6.6.2.4	Site stabilization	2
6.6.2.4	Inlet protection	2
6.6.2.4	Dewatering	2
6.6.2.4	Runoff control	2

6.6.2.4	Trash/litter	2
6.6.2.4	Spill control/containment issues	2
6.6.2.4	Direct discharge of pollutants to surface water	1
Uniform Requirements for Post Construction Stormwater Management		
6.6.3.2	Discharge of stormwater directly into a wetland or local waterway without adequate treatment or in violation of applicable state or federal laws	1
6.6.3.3	Failure to comply with Post-Construction Stormwater Management Plan inspection and maintenance of stormwater post-construction measures requirements.	2
6.6.3.3	Failure to maintain natural and constructed drainage systems.	2
Accumulation of Materials		
6.10.1.2	Solid waste violations without opportunity to correct violations	3
6.10.1.4	Solid waste violations requiring prior notice of violation	3
Signs in Right of Way		
6.12.3.1	Placing signs in Right of Way	2
Zoning Ordinance 3011		
	Expired plates/unlicensed vehicles in residential district	2
	Trailer/RV/boat in front yard	2
	Vehicles in excess of 1 ton capacity parked in residential area	2
	Parking on unimproved surface/grass	2
	Three or more inoperable vehicles	2
	Auto repair/body work/paint shop in residential area	2
	RV used as residence	2
	Structure/fence/sign/driveway expansion without permit	2
	Development in regulatory floodplain without permit	2
	Temporary/mobile signs without permits	2

- 3.2. Pursuant to I.C. § 33-36-3-1, provisions of the Elkhart County Code subject to admission of violation before the Violations Clerk (each such Code provision shall be hereinafter referred to individually as a “Bureau Ordinance”) are designated in the Bureau Ordinances Schedule found in this Code Section. Notwithstanding any other enforcement procedures provided by applicable statute, rule, or ordinance, each Bureau Ordinance may be enforced through an admission of violation before the Violations Clerk to the full extent allowed under I.C. § 36-1-6-3(a)(1), as amended, and under the authority of I.C. § 33-36-2-1, as amended. The Bureau Ordinances Schedule below assigns an appropriate Civil Penalty Tier to violations of each Elkhart County Bureau Ordinance.

**Elkhart County
Bureau Ordinances Schedule**

Elkhart County Code	Type of Violation	Penalty Tier
Zoning		
Chapter 158, Title XV	Land Usage	1
Nuisance		
Chapter 92, Title IX	General Regulations	1

- 3.3. An admission of violation to a Bureau Ordinance shall cause to be imposed a civil penalty in the amount designated in the Civil Penalty Tiers schedule below that corresponds to the Tier level assigned to each Bureau Ordinance by the Bureau Ordinance Schedule. Second and subsequent admissions of violation of Bureau Ordinances occurring within a Twelve (12) month period will be subject to a greater civil penalty, as designated in the Civil Penalty Tiers schedule found in this Code Section.

Civil Penalty Tiers

	First Offence	Second Offence	Third Offence
Tier 4	\$25	\$50	\$75
Tier 3	\$50	\$75	\$100
Tier 2	\$75	\$125	\$200
Tier 1	\$175	\$225	\$250

Section 4. Issuance of Citations

- 4.1. Any City of Goshen official, employee, or agent authorized by the Goshen City Code or state law to enforce the provisions of the Goshen City Code may issue citations for the violation of Bureau Ordinances. More specifically, the following table identifies who may issue citations for violations of Bureau Ordinances:

Goshen Code Section	Type of Violation	Enforcement Authority
Animal Control		
3.1.1.1	Animals running at large	Ordinance Compliance Officers, Police Officers
3.1.1.3	Keeping livestock, fowl or wild animals	
3.1.1.5	Animals disturbing the peace	
3.1.4.2	Keeping chickens	
Fire Prevention and Protection		
3.2.1.1	Open burning	

3.2.1.4	Leaf burning	Ordinance Compliance Officers, Police Officers
Noise Control		
3.3.1.1	Excessive noise and sound	Ordinance Compliance Officers, Police Officers
3.3.1.2	Noise level standards for motor vehicles and sound amplification on public property	
Controlled Parking in Yards; Sidewalks		
4.4.1.1	General parking violations (except parking in designated handicapped space)	Ordinance Compliance Officers, Police Officers
4.4.1.1	General parking violations- parking in handicapped space	
4.4.2.1	Parking in prohibited parking areas	
Buildings and Building Regulations		
6.1.1.7	Building permit required	The Building Commissioner
6.1.1.15	Stop work order	
6.1.1.16	Certificate of occupancy	
6.1.1.12	Inspection required	
6.2.1.1	Mechanical and electrical licensing required	
Neighborhood Preservation		
6.3.1.1	Minimum standards for all structures, except as the ordinance applies to buildings deemed unsafe	The Building Commissioner
6.3.1.2	Minimum standards for basic equipment and facilities, except as the ordinance applies to buildings deemed unsafe	
6.3.1.3	Minimum standards for light, ventilation, egress and heating, except as the ordinance applies to buildings deemed unsafe	
6.3.1.4	Safe and sanitary maintenance, except as the ordinance applies to buildings deemed unsafe	
6.3.1.5	Minimum space, use and location requirements, except as the ordinance applies to buildings deemed unsafe	
6.3.1.6	Responsibility of owners and occupants, except as the ordinance applies to buildings deemed unsafe	
6.3.1.7	Hotels and rooming houses, except as the ordinance applies to buildings deemed unsafe	
6.3.1.8	Smoke detectors, except as the ordinance applies to buildings deemed unsafe	
6.3.1.9	Minimum standards for commercial and industrial properties, except as the ordinance applies to buildings deemed unsafe	
6.3.1.10	Application for registration receipt, except as the ordinance applies to buildings deemed unsafe	

6.3.1.11	Inspection, except as the ordinance applies to buildings deemed unsafe	
Requirements for Stormwater Management Associated with Illicit Discharges		
6.6.1.2	Discharge of any non-stormwater related materials or substances to stormwater drainage systems or any water course that violates applicable water quality standards	Superintendent of the Department of Stormwater Management
6.6.1.2	Any illicit connections to the stormwater drainage system or any water course that allows non-stormwater discharges to occur	
6.6.1.2	Repeat violations of the discharge of yard waste (e.g. grass clippings, leaves, etc.) to a stormwater drainage system or any water course	
6.6.1.2	Failure to take all reasonable steps to ensure the discovery, containment, cleanup, and documentation of any improper or unpermitted release or discharge.	
Construction Site Stormwater Run-off Control		
6.6.2.1	Working without an approved Stormwater Pollution Prevention Plan or an expired stormwater clearance	Superintendent of the Department of Stormwater Management
6.6.2.1	Self-inspection report not performed, or the inspection forms are not provided when requested.	
6.6.2.4	Concrete/mortar washout	
6.6.2.4	Perimeter protection	
6.6.2.4	Construction entrance/exit	
6.6.2.4	Site stabilization	
6.6.2.4	Inlet protection	
6.6.2.4	Dewatering	
6.6.2.4	Runoff control	
6.6.2.4	Trash/litter	
6.6.2.4	Spill control/containment issues	
6.6.2.4	Direct discharge of pollutants to surface water	
Uniform Requirements for Post Construction Stormwater Management		
6.6.3.2	Discharge of stormwater directly into a wetland or local waterway without adequate treatment or in violation of applicable state or federal laws	Superintendent of the Department of Stormwater Management
6.6.3.3	Failure to comply with Post-Construction Stormwater Management Plan inspection and maintenance of stormwater post-construction measures requirements.	
6.6.3.3	Failure to maintain natural and constructed drainage systems.	

Accumulation of Materials		
6.10.1.2	Solid waste violations without opportunity to correct violations	Members of Legal Department, Building Department, Police Department, or Ordinance Compliance Officer.
6.10.1.4	Solid waste violations requiring prior notice of violation	
Signs in Right of Way		
6.12.3.1	Placing signs in Right of Way	Ordinance compliance officer, police officer, or member of Legal Department.
Zoning Ordinance 3011		
	Expired plates/unlicensed vehicles in residential district	Planning and Zoning Administrator, Assistant Planning and Zoning Administrator, Building Commissioner, Ordinance compliance officer, Police department
	Trailer/RV/boat in front yard	
	Vehicles in excess of 1 ton capacity parked in residential area	
	Parking on unimproved surface/grass	
	Three or more inoperable vehicles	
	Auto repair/body work/paint shop in residential area	
	RV used as residence	
	Structure/fence/sign/driveway expansion without permit	
	Development in regulatory floodplain without permit	
	Temporary/mobile signs without permits	

- 4.2. Any official, employee, or agent from Elkhart County government authorized by Elkhart County ordinances or by state law to enforce Elkhart County's code may issue citations for the violation of Elkhart County Bureau Ordinances.
- 4.3. Citations issued under this ordinance shall include the following information:
- The name of the responsible person;
 - A description of the alleged violation, including the date thereof, and the code section;
 - The time within which the person must contact the Bureau for purposes of admitting or denying responsibility for the violation;
 - The amount of the schedule civil penalty for the violation;
 - The methods by which the alleged violation may be admitted or denied;
 - The consequences of failing to pay the required fines/costs or contact the Bureau within the required time;
 - The address of the Violations Clerk; and
 - The days and hours that the Ordinance Violations Bureau is open.
- 4.4. A copy of the citation shall be served by personally delivering the citation to the person alleged to have violated Bureau Ordinances, unless the alleged violation relates to the use or occupancy of land, a building, or other structure, in which case the citation may be posted on

the property and a copy mailed by first class mail to the owner of such land, building, or other structure at the last known address of the alleged violator.

Section 5. Duty to Appear

- 5.1. Any person upon whom a citation is issued pursuant to this Ordinance shall, within ten (10) days of the issuance of the citation, appear at the Violations Clerk's office to either admit or deny the violation, enter a written denial, or deliver an admission with the corresponding penalty payment.

Section 6. Payment

- 6.1. Upon admission of a Bureau Ordinance before the Violations Clerk, the Violations Clerk shall assess civil penalties and accept payment from the violator in the amounts designated in the Bureau Ordinances Schedule and Civil Penalties Tiers.

Section 7. Right to Trial; Denial of Violation, Failure to Satisfy Civil Penalty Assessed

- 7.1. Nothing in this Ordinance shall be construed to limit a person charged with an ordinance violation to that person's right to a trial on the allegations found in a citation, nor shall it be construed to limit any right the person might have to appeal, whether such appeal would be to the Goshen Board of Public Works and Safety or other authority. If a person charged with an ordinance violation wants to exercise the right to trial, the person shall appear before the Violations Clerk and deny the violation, or enter a written denial with the Violations Clerk.
- 7.2. If a person denies the allegations found in a citation, fails to satisfy a civil penalty assessed after having entered an admission of violation, or fails to deny or admit the violation, the Violations Clerk shall report this fact to the City of Goshen Legal Department or to legal counsel of a unit utilizing the Bureau under an interlocal agreement, who may then initiate proceedings in court against the person for the alleged ordinance violation.

Section 8. Other Legal Action

- 8.1. Nothing in this ordinance shall be deemed to require initiation of ordinance enforcement activity by issuing an ordinance violation citation subject to admission of violation in the Ordinance Violations Bureau. The procedure made available by I.C § 36-1-6-3 and this Ordinance may be bypassed, and enforcement may be initiated by filing a Complaint in an appropriate court to enforce Bureau Ordinances or seek enforcement through the Board of Works.
- 8.2. The filing of citations in the Ordinance Violations Bureau shall not preclude the filing of a Complaint in an appropriate court to enforce Bureau Ordinances if a person served with a citation denies the violation alleged in the citation, requests a trial on the allegations contained in the citation, or fails to respond to the citation filed in the Ordinance Violations Bureau.

Section 9. Other Ordinances

- 9.1. All Ordinances, or parts thereof, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency. All Ordinances, or parts thereof, not inconsistent with this Ordinance shall remain in full force and effect.

Section 10. Severability

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

Section 11. Effective Date

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

PASSED by the City of Goshen Common Council on _____th day of _____, 2020.

Presiding Officer

ATTEST

Adam Scharf, Clerk-Treasurer

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

Adam Scharf, Clerk-Treasurer

APPROVED and ADOPTED on the __ day of _____, 2020, at _____ a.m./p.m.

Jeremy P. Stutsman, Mayor

ORDINANCE 5050

Amend 2020 Compensation Ordinance 5008 for Civil City and Utilities Employees: Emergency Staffing Management and Paid Leave

WHEREAS, Ordinance 5008, as amended by Ordinances 5028, 5040, and 5041, approves the 2020 minimum and maximum compensation, including wages and benefits, for Civil City and Utilities employees.

WHEREAS, the spread of the novel Coronavirus Disease 2019 ("COVID-19"), including into Elkhart County, Indiana, resulted in a national public health emergency declaration, as well as a public health disaster emergency declaration by Governor Holcomb and a local disaster emergency declaration by the Elkhart County Commissioners, all affecting the City of Goshen, Indiana.

WHEREAS, the COVID-19 public health emergency raised awareness within the City of Goshen administration that City of Goshen staff need to have emergency management measures available to staff to provide for the preparation for and the coordination of all functions to prevent, minimize, and repair injury and damage.

WHEREAS, the City of Goshen administration has recognized the need for employees to isolate at home and not report to work if the employee has tested positive for COVID-19, exhibits symptoms of COVID-19, or the employee has experienced certain exposures to individuals infected with COVID-19, and that such isolation can cause financial hardship on employees who lack accrued paid time off to use during such isolation.

WHEREAS, a political subdivision may make, amend, and rescind orders, rules, and regulations as necessary for emergency management.

WHEREAS, Council desires to amend the 2020 Salary Ordinance to provide for pay for employees ordered to remain home in certain declared emergency circumstances for the health and well-being of the employees and the community.

WHEREAS, I.C. § 5-10-6-1 allows City of Goshen employees to be granted paid time off of work by ordinance of the legislative body of the City.

NOW, THEREFORE, BE IT ORDAINED by the Goshen Common Council that Ordinance 5008 shall be amended by replacing the current Section 21 with the following revised Section 21:

SECTION 21 Declared Emergency Paid Leave

- (A) City of Goshen employee shall be entitled to paid leave, under the conditions of this Section 21, if the employee is unable to work due to a declared national emergency, a declared state disaster emergency under I.C. § 10-14-3-12, or a declared local disaster emergency under I.C. § 10-14-3-29 affecting the City of Goshen, Indiana. ("Declared Emergency Paid Leave").

- (1) In the event of a national emergency, or state or local disaster emergency declaration affecting the City of Goshen, ("Declared Emergency") the Mayor may direct each City Department Head to activate the Department's emergency operations team, who will determine which Department employees need to remain working during the duration of the Declared Emergency to continue necessary functions of the City, and which employees shall remain at their homes. The Mayor shall review and approve the list of employees who each Department Head determines shall remain home due to the Declared Emergency and shall determine when employee leave shall start, and the Board of Public Works and Safety shall ratify such action at its next, regularly scheduled meeting.
 - (2) In the event of a Declared Emergency, certain City employees who have tested positive for a highly contagious communicable disease, who exhibit symptoms associated with and are being tested for such a disease, or who has experienced certain exposures to individuals infected with a highly contagious communicable disease may be ordered to remain home and not appear for work to self-isolate, quarantine, or otherwise reduce the spread of such a disease. In order to qualify for paid leave under this Section 21, the employee must remain home due to instructions from the employee's Department Head or from the Mayor, with written confirmation from the Human Resources Manager, pursuant to an ordinance, executive order, policy, or other directive issued by the City.
 - (3) The "Start Date" for paid leave under this Section 21 shall be the first day that an employee remains home pursuant to an instruction to an employee to remain home from work pursuant to Section 21(A)(1) or (2).
- (B) If an employee is ordered to remain at home during a Declared Emergency, but the employee can perform some or all of the employee's job duties, the employee shall be expected to perform those job duties from home during the employee's regularly scheduled non-overtime work hours. Each employee working from home must document the hours that the employee works and the hours allocated to Declared Emergency Paid Leave using appropriate payroll codes.
 - (C) An employee ordered to remain home during a Declared Emergency, who is unable to perform all of the employee's job duties from home, shall be considered "on-call" during the employee's regularly scheduled non-overtime work hours during the period of time the employee is ordered to remain home. On-call employees must be available by phone to respond to calls from other City of Goshen employees or officials, and employees ordered to remain home under Paragraph 21(A)(1) above, must be available to return to the employee's work station during the employee's regularly scheduled non-overtime work hours within two (2) hours of a request to return to work, unless the employee and Department Head agree to a different report time that is reasonable under the circumstances.
 - (D) Employees ordered to remain home without work during a Declared Emergency shall receive pay at the rate of three-quarters (3/4) of an employee's regular rate of pay for the hours allocated to Declared Emergency Paid Leave on the employee's time card, based on the number of hours the employee would otherwise be normally scheduled to work, up to forty (40) hours per week. If the number of hours an employee would normally be scheduled to work cannot easily be determined, the number of hours used for calculating pay shall be the average number of hours the employee worked over the six (6)-month

period ending on the date on which the employee begins Declared Emergency Paid Leave. An employee may supplement Declared Emergency Paid Leave with other forms of paid time off that the employee has accrued so that the employee receives pay equal to the amount that the employee would have received if the employee worked a normally scheduled work day or week, as the case may be.

- (E) In order for employees to receive Declared Emergency Paid Leave, the employee must comply with all terms of the emergency declaration and directives of the employee's Department Head, and may not work or earn compensation from any other source during the employee's regularly scheduled non-overtime work hours (*i.e.* the time period for which the employee would earn Declared Emergency Paid Leave).
- (F) Declared Emergency Paid Leave may continue for a period of up to forty (40) work days commencing on the Start Date, or until terminated prior to the full forty (40) days. The City of Goshen Common Council may extend Declared Emergency Paid Leave beyond forty (40) days.
- (G) Only those employees ordered by their Department Head and the Mayor to remain home during a Declared Emergency, who cannot perform a full work day, or full work week, as the case may be, from home, may claim Declared Emergency Paid Leave.

PASSED by the Goshen Common Council on July 22, 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

ORDINANCE 5040

Amend 2020 Compensation Ordinance 5008 for Civil City and Utilities Employees

WHEREAS, Ordinance 5008, as amended by Ordinance 5028, approves the 2020 minimum and maximum compensation, including wages and benefits, for Civil City and Utilities employees.

WHEREAS, the spread of the novel Coronavirus Disease 2019 ("COVID-19"), including into Elkhart County, Indiana, resulted in a national public health emergency declaration, as well as a public health disaster emergency declaration by Governor Holcomb and a local disaster emergency declaration by the Elkhart County Commissioners, all affecting the City of Goshen, Indiana.

WHEREAS, the COVID-19 public health emergency raised awareness within the City of Goshen administration that City of Goshen staff need to have emergency management measures available to staff to provide for the preparation for and the coordination of all functions to prevent, minimize, and repair injury and damage.

WHEREAS, a political subdivision may make, amend, and rescind orders, rules, and regulations as necessary for emergency management.

WHEREAS, Council desires to amend the 2020 Salary Ordinance to provide for pay for employees ordered to remain home in certain declared emergency circumstances for the health and well-being of the employees and the community.

WHEREAS, I.C. § 5-10-6-1 allows City of Goshen employees to be granted paid time off of work by ordinance of the legislative body of the City.

NOW, THEREFORE, BE IT ORDAINED by the Goshen Common Council that Ordinance 5008 shall be amended by adding the following new section:

SECTION 21 Declared Emergency Paid Leave

- (A) City of Goshen employee shall be entitled to paid leave, under the conditions of this Section 21, if the employee is unable to work due to a declared national emergency, a declared state disaster emergency under I.C. § 10-14-3-12, or a declared local disaster emergency under I.C. § 10-14-3-29 affecting the City of Goshen, Indiana. ("Declared Emergency Paid Leave"). In the event of a national emergency, or state or local disaster emergency declaration affecting the City of Goshen, ("Declared Emergency") the Mayor may direct each City Department Head to activate the Department's emergency operations team, who will determine which Department employees need to remain working during the duration of the Declared Emergency to continue necessary functions of the City, and which employees shall remain at their homes. The Mayor shall review and approve the list of employees who each Department Head determines shall remain home due to the Declared Emergency and shall determine when employee leave shall start ("Start Date"), and the Board of Public Works and Safety shall ratify such action at its next, regularly scheduled meeting.

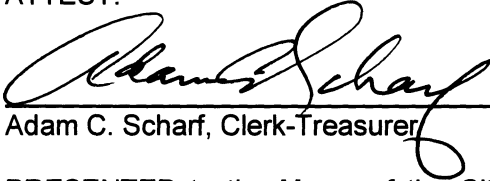
- (B) If an employee is ordered to remain at home during a Declared Emergency, but if some or all of the employee's job duties can be performed from home, the employee shall be expected to perform those job duties from home during the employee's regularly scheduled non-overtime work hours. Each employee working from home must document the hours that the employee works and the hours allocated to Declared Emergency Paid Leave using appropriate payroll codes.
- (C) An employee ordered to remain home during a Declared Emergency, who is unable to perform all of the employee's job duties from home, shall be considered "on-call" during the employee's regularly scheduled non-overtime work hours during the period of time the employee is ordered to remain home. On-call employees must be available by phone to respond to calls from other City of Goshen employees or officials, and must be available to return to the employee's work station during the employee's regularly scheduled non-overtime work hours within two (2) hours of a request to return to work, unless the employee and Department Head agree to a different report time that is reasonable under the circumstances.
- (D) Employees ordered to remain home without work during a Declared Emergency shall receive pay at the rate of three-quarters (3/4) of an employee's regular rate of pay for the hours allocated to Declared Emergency Paid Leave on the employee's time card, based on the number of hours the employee would otherwise be normally scheduled to work, up to forty (40) hours per week. If the number of hours an employee would normally be scheduled to work cannot easily be determined, the number of hours used for calculating pay shall be the average number of hours the employee worked over the six (6)-month period ending on the date on which the employee begins Declared Emergency Paid Leave. An employee may supplement Declared Emergency Paid Leave with other forms of paid time off that the employee has accrued so that the employee receives pay equal to the amount that the employee would have received if the employee worked a normally scheduled work day or week, as the case may be.
- (E) In order for employees to receive Declared Emergency Paid Leave, the employee must comply with all terms of the emergency declaration and directives of the employee's Department Head, and may not work or earn compensation from any other source during the employee's regularly scheduled non-overtime work hours (*i.e.* the time period for which the employee would earn Declared Emergency Paid Leave).
- (F) Declared Emergency Paid Leave may continue for a period of up to forty (40) work days commencing on the Start Date, or until terminated prior to the full forty (40) days. The City of Goshen Common Council may extend Declared Emergency Paid Leave beyond forty (40) days.
- (G) Only those employees ordered by their Department Head and the Mayor to remain home during a Declared Emergency, who cannot perform a full work day, or full work week, as the case may be, from home, may claim Declared Emergency Paid Leave.

PASSED by the Goshen Common Council on April 15, 2020.



Presiding Officer

ATTEST:



Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on April 16, 2020 at 12:30 p.m.
a.m./p.m.



Adam C. Scharf, Clerk-Treasurer

APPROVED and ADOPTED on April 16, 2020.



Jeremy P. Stutsman, Mayor