



## **Board of Public Works & Safety and Stormwater Board**

Regular Meeting Agenda

**4:00 p.m., May 22, 2025**

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

*To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>*

### **Call to Order by Mayor Gina Leichty**

**Approval of Minutes:** May 15, 2025 Regular Meeting

### **Approval of Agenda**

**1) Fire Department request:** Approve the promotion of Probationary Private **Travis Snethen** to the position of Private 1st Class Firefighter, retroactive to May 17, 2025

**2) Fire Department request:** Approve the promotion of Probationary Private **Allison Eagan** to the position of Private 1st Class Firefighter, retroactive to May 17, 2025

**3) Fire Department request:** Approve the promotion of Probationary Private **Mathew Borton** to the position of Private 1st Class Firefighter, retroactive to May 17, 2025

**4) Fire Department request:** Approve the promotion of Probationary Private **Derick Schmucker** to the position of Private 1st Class Firefighter, retroactive to May 17, 2025

**5) Fire Department request:** Approve the promotion of Probationary Private **Jon Lehman** to the position of Private 1st Class Firefighter, retroactive to May 17, 2025

**6) Police Department request:** Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with **Jared A. Ellison** and approve his hiring as a Probationary Patrol Officer, retroactive to Monday, May 12, 2025

**7) Police Department request:** Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with **Mitchell H. Garrett** and approve his hiring as a Probationary Patrol Officer, retroactive to Monday, May 12, 2025

**8) Police Department request:** Accept the retirement of **Detective H. William Hubbard III**, badge #130, effective May 31, 2025



**9) Police Department request:** Accept the retirement of **Officer Benjamin Thomas (Tommy) Steele**, badge #143, effective June 1, 2025

**10) Police Department request:** Approve the voluntary demotion of Manuel Aldana from the rank of Sergeant to the rank of Patrol Officer, retroactive to May 7, 2025

**11) Downtown Goshen Inc. requests:** Approve additional street closures and signage for First Friday activities

**12) Common Spirits request:** For an anniversary celebration, approve the temporary closure of the alley between Main and 5th streets, in the 100 block of East Lincoln Avenue between noon and 10 p.m. on June 14, 2025

**13) Legal Department request:** Approve the Memorandum of Understanding with the Goshen Firefighters Association Local No. 1443 and authorize the Mayor to execute the MOU

**14) Legal Department request:** Approve Memorandum of Understanding with MACOG for Assistance in Enhancing Bicycle and Pedestrian Mobility and Safety

**15) Legal Department request: Adopt Resolution 2025-09**, Resolution of the Goshen Board of Public Works and Safety Adopting a Policy to Provide Public Notice of Meetings

**16) Legal Department request:** Adopt Resolution 2025-10, Resolution of the Goshen Board of Public Works & Safety Adopting an Electronic Meetings Policy to Allow Members of the Board to Participate in Meetings by an Electronic Means of Communication

**17) Legal Department requests:** Approve the agreements with the following organizations to support the projects outlined in submitted applications and authorize Mayor Leichty to execute accordingly (please review and approve agreements separately):

<b>Chamber of Commerce of Goshen IN, Inc.</b>	<b>\$50,000</b>
<b>Downtown Goshen, Inc. – Administrative</b>	<b>\$ 5,000</b>
<b>Downtown Goshen, Inc. – Façade Program</b>	<b>\$20,000</b>
<b>Downtown Goshen, Inc. – First Fridays</b>	<b>\$50,000</b>
<b>Economic Development Corporation of Elkhart County</b>	<b>\$25,000</b>
<b>Elkhart County Symphony Association</b>	<b>\$10,000</b>
<b>First In Chaplain Crisis Response Team</b>	<b>\$10,000</b>
<b>First Light Mission</b>	<b>\$30,000</b>
<b>Goshen Historical Society</b>	<b>\$15,000</b>
<b>South Bend Elkhart Regional Partnership</b>	<b>\$ 2,750</b>
<b>Warsaw Housing Authority</b>	<b>\$35,000</b>



**18) Legal Department request:** Approve and authorize Mayor Leichty to execute the agreement with Baker Tilly Advisory Group, LP for the City's Annual Accounting, Reporting, Long-Term Planning, Budgeting, and Appropriations Support at an annual cost not to exceed \$71,200 with both parties understanding each has the right to terminate at any time after reasonable advance written notice

**19) Engineering Department request:** Approve the Annual Operational Report and authorize the Mayor to sign the certification

**20) Engineering Department request:** Approve Change Order No. 1 for \$158,581.50 to increase the work scope for Wilden Avenue, a part of the 2024 Asphalt Paving Package A

**21) Engineering Department request:** Approve a westbound lane restriction on College Avenue, from Century Drive to approximately 1,100 feet west of CR 31, for May 23 and May 27

**22) Engineering Department request:** Approve the road closure on Wilden Avenue, between the Rock Run Creek bridge and the Elkhart River bridge, for the work of milling, geosynthetic reinforcing paving mat, and to rebuild the asphalt roadway work from Monday, June 2 thru Friday, June 13, 2025

**23) Engineering Department request:** Approve the road closure on Wakefield Circle for full depth removal of the roadway and to rebuild the asphalt roadway from Monday, June 2 thru Friday, June 6, 2025

### **Privilege of the Floor**

#### **CITY OF GOSHEN STORMWATER BOARD**

**4:00 p.m., May 22, 2025**

**Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana**

**Members:** Mayor Leichty, Mike Landis and Mary Nichols

**24) Legal Department request: Adopt Resolution 2025-01,** Resolution of the Goshen Stormwater Board Adopting a Policy to Provide Public Notice of Meetings

**25) Legal Department request: Adopt Resolution 2025-02,** Resolution of the Goshen Stormwater Board Adopting an Electronic Meetings Policy to Allow Members of the Stormwater Board to Participate in Meetings by an Electronic Means of Communication

**26) Accept the post-construction stormwater management plan** for The Crossing Second & Third project as it has been found to meet the requirements of City Ordinance 5209



**27) Accept the post-construction stormwater management plan** for the East College Avenue Industrial Park Amendment #4 project as it has been found to meet the requirements of City Ordinance 5209

**28) Accept the post-construction stormwater management plan** for the Hyundai of Goshen Auto Dealership project as it has been found to meet the requirements of City Ordinance 5209

**29) Accept the post-construction stormwater management plan** for Maplecrest Country Club Parking Expansion as it has been found to meet the requirements of City Ordinance 5209

**REVIEW/COMPLIANCE HEARINGS ON BUILDING COMMISSIONER ORDERS:  
4:00 p.m., May 22, 2025**

**Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana**

**Members:** Mayor Leichty, Mike Landis, Orv Myers, Mary Nichols, Barb Swartley

**30) Compliance Review Hearing for 322 W. Oakridge Avenue** (Eduardo Pizana & Abel Pizana, property owners)

**31) Compliance Review Hearing for 214 E. Clinton Street** (Alvarez Renovation, LLC, property owner)

**Approval of Civil City and Utility Claims**

***Adjournment***





**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD**  
**MINUTES OF THE MAY 15, 2025 CLAIMS REVIEW & APPROVAL MEETING**  
*Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana*

**Present:** Mayor Gina Leichty, Mike Landis and Mary Nichols

**Absent:** Orv Myers and Barb Swartley

**Call To Order:** Mayor Leichty called the meeting to order at 4:00 p.m.

**Review/Approve Minutes:** Mayor Leichty presented the minutes of the May 8, 2025 Regular Meeting as prepared by Deputy Clerk-Treasurer Jeffery Weaver. Board member Mike Landis made a motion to approve the minutes as presented. Board member Mary Nichols seconded the motion. The motion passed 3-0.

**Review/Approve Agenda:** Mayor Leichty presented the agenda as prepared by Clerk-Treasurer Aguirre. Board member Landis made a motion to approve the agenda as presented. Board member Nichols seconded the motion. The motion passed 3-0.

**Privilege of the Floor (opportunity for public comment for matters not on the agenda):**  
Mayor Leichty opened Privilege of the Floor at 4:00 p.m. There were no public comments.

**Clerk-Treasurer Aguirre** said that in an email earlier in the day **Board member Nichols** asked if the Board would meet on June 19, a City holiday. **Aguirre** asked if the meeting should be cancelled. **Mayor Leichty** said she was unavailable June 19 and there would not be a quorum. **Aguirre** said he would notify of about the cancellation.

**Approval of Civil City and Utility Claims**

Mayor Leichty/Board member Landis moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 4-0.

**Adjournment**

Mayor Leichty then adjourned the meeting at 4:02 p.m.

**NOTE:** *No audience members were present at the meeting, but as required by state statutes, the news media was notified of the meeting, the agenda was published on the City of Goshen's website and the agenda was posted before the meeting at City Hall and immediately outside the meeting place.*

**APPROVED:**

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Mayor Gina Leichty



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Mike Landis, Member

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Orv Myers, Member

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Mary Nichols, Member

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Barb Swartley, Member

ATTEST:

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Richard R. Aguirre, Clerk-Treasurer



**ANTHONY D. POWELL**

**FIRE CHIEF, CITY OF GOSHEN**

209 N. 3<sup>rd</sup> Street Goshen, Indiana 46526

Phone (574) 537-3853

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[anthonypowell@goshencity.com](mailto:anthonypowell@goshencity.com) [www.goshenindiana.org](http://www.goshenindiana.org)

May 20, 2025

To: Board of Works and Public Safety

RE: Promotion of Travis Snethen to Private 1<sup>st</sup> Class

From: Fire Chief Anthony Powell

**To the Goshen Board of Works & Public Safety,**

I respectfully request approval for the promotion of Probationary Private Travis Snethen to the position of Private 1st Class Firefighter with the Goshen Fire Department, retroactive to May 17, 2025.

Travis has been a tremendous addition to the Goshen Fire Department. He consistently demonstrates integrity, dedication, and a strong commitment to service. His conduct and performance reflect the values of our department and leave a positive legacy within the community we serve.

Thank you for your consideration of this request.

**Respectfully,**

Anthony Powell



**ANTHONY D. POWELL**

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May 20, 2025

To: Board of Works and Public Safety

RE: Promotion of Allison Eagan to Private 1<sup>st</sup> Class

From: Fire Chief Anthony Powell

**To the Goshen Board of Works & Public Safety,**

I respectfully request approval for the promotion of Probationary Private Allison Eagan to the position of Private 1st Class Firefighter with the Goshen Fire Department, retroactive to May 17, 2025.

Allison has been a tremendous addition to the Goshen Fire Department. She consistently demonstrates integrity, dedication, and a strong commitment to service. Her conduct and performance reflect the values of our department and leave a positive legacy within the community we serve.

Thank you for your consideration of this request.

**Respectfully,**

Anthony Powell



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May 20, 2025

To: Board of Works and Public Safety

RE: Promotion of Mathew Borton to Private 1<sup>st</sup> Class

From: Fire Chief Anthony Powell

**To the Goshen Board of Works & Public Safety,**

I respectfully request approval for the promotion of Probationary Private Mathew Borton to the position of Private 1st Class Firefighter with the Goshen Fire Department, retroactive to May 17, 2025.

Mathew has been a tremendous addition to the Goshen Fire Department. He consistently demonstrates integrity, dedication, and a strong commitment to service. His conduct and performance reflect the values of our department and leave a positive legacy within the community we serve.

Thank you for your consideration of this request.

**Respectfully,**

Anthony Powell



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May 20, 2025

To: Board of Works and Public Safety

RE: Promotion of Derick Schmucker to Private 1<sup>st</sup> Class

From: Fire Chief Anthony Powell

**To the Goshen Board of Works & Public Safety,**

I respectfully request approval for the promotion of Probationary Private Derick Schmucker to the position of Private 1st Class Firefighter with the Goshen Fire Department, retroactive to May 17, 2025.

Derick has been a tremendous addition to the Goshen Fire Department. He consistently demonstrates integrity, dedication, and a strong commitment to service. His conduct and performance reflect the values of our department and leave a positive legacy within the community we serve.

Thank you for your consideration of this request.

**Respectfully,**

Anthony Powell



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May 20, 2025

To: Board of Works and Public Safety

RE: Promotion of Jon Lehman to Private 1<sup>st</sup> Class

From: Fire Chief Anthony Powell

**To the Goshen Board of Works & Public Safety,**

I respectfully request approval for the promotion of Probationary Private Jon Lehman to the position of Private 1st Class Firefighter with the Goshen Fire Department, retroactive to May 17, 2025.

Jon has been a tremendous addition to the Goshen Fire Department. He consistently demonstrates integrity, dedication, and a strong commitment to service. His conduct and performance reflect the values of our department and leave a positive legacy within the community we serve.

Thank you for your consideration of this request.

**Respectfully,**

Anthony Powell





**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety

Mayor Gina Leichty  
Member Mike Landis  
Member Mary Nichols  
Member Barb Swartley  
Member Orv Myers

Date: May 22<sup>nd</sup>, 2025

From: Chief Jose' Miller

Reference: Hiring of Jared A. Ellison #189 for Probationary Patrol Officer

I am requesting that the Board of Public Works and Safety move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Jared A. Ellison dated December 23<sup>rd</sup>, 2024, and approve the hiring of Jared A. Ellison as a Probationary Patrol Officer retroactive to Monday May 12<sup>th</sup>, 2025. Jared was a certified full-time police officer working for the City of Goshen as a Lieutenant until his resignation on December 23<sup>rd</sup>, 2023.

Previously, Jared was hired at the Goshen Police Department in September of 2017. He moved up through the ranks as a Patrol Officer, Sergeant, and Lieutenant. He served on the Elkhart County SWAT Team as a member of the team and a supervisor. Lt. Ellison has served this community with high integrity and was a great mentor and supervisor. We are thrilled to have Jared back on the department serving our community.

Respectfully,

Jose' Miller #116

Chief of Police

Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**

**GOSHEN POLICE DEPARTMENT  
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into effective as of the latter date of the signatures hereon, by and between **Jared A. Ellison** ("Ellison") and **City of Goshen, Indiana** ("City").

In consideration of the terms, conditions and mutual covenants contained in this agreement, City and Ellison agree as follows:

**CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT**

City conditionally offers Ellison employment as a probationary patrol officer with the Goshen Police Department. Ellison accepts City's conditional offer of employment. City and Ellison understand and agree that the offer of employment is contingent upon the following:

- (1) City may not currently have a personnel vacancy in the Goshen Police Department rank and file. Ellison understands that a personnel vacancy in the rank and file of the Goshen Police Department may not currently exist. Although the Goshen Police Department is initiating the baseline statewide physical examination and baseline statewide mental examination, Ellison understands that actual employment with the City of Goshen and Goshen Police Department will not occur until such time that a personnel vacancy is available and/or positions are being added to increase the number of police officers.
- (2) In accordance with Indiana Code § 36-8-3-21(b), Ellison understands that Ellison must meet the conditions for membership in the Indiana Public Retirement System's (INPRS) 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund) to be a firefighter with the Goshen Police Department. Ellison agrees to complete the INPRS Application for Membership in the 1977 Fund (State Form 4928). All terms, conditions, and understandings set forth in the Application for Membership in the 1977 Fund are incorporated into this agreement by reference. Ellison understands that the application requires Ellison to authorize the release of medical information, the completion of a comprehensive general medical history and the completion of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the cost for Ellison to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that Ellison has certain preexisting condition(s) that would constitute an excludable medical condition (Class 3 medical condition), any reports or additional testing that may be required concerning the preexisting condition(s) shall be at Ellison's expense. If additional reports and/or testing are required, Ellison may elect to terminate this agreement by providing City notice in writing.
- (4) Ellison understands that Ellison must successfully pass the baseline statewide physical examination and the baseline statewide mental examination. In the event that Ellison does not pass the physical and mental examinations, City withdraws this offer of employment, and Ellison shall accept City's withdrawal and this agreement shall be terminated.
- (5) Ellison understands that the INPRS Board of Trustees must approve Ellison's Application for Membership to the 1977 Fund. If the INPRS Board of Trustees approves the Application for Membership to the 1977 Fund, the Goshen Police Department will request the Goshen Board of Public Works and Safety to ratify the execution of this agreement and approve the hiring of Ellison

in a public meeting when a position opening becomes available in the Goshen Police Department. In the event that the INPRS Board of Trustees does not approve the Application for Membership in the 1977 Fund, and Ellison does not appeal the decision, City withdraws this offer of employment, and Ellison shall accept City's withdrawal and this agreement shall be terminated.

- (6) If Ellison decides to decline employment with the City of Goshen and Goshen Police Department prior to the approved hiring in paragraph (5), Ellison shall provide City notice in writing, and City shall withdraw this offer of employment and this agreement shall be terminated.

#### **AMENDMENT**

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Works and Safety.

#### **SEVERABILITY**

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision and shall not affect any other provision of this agreement.

#### **INDIANA LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

#### **BINDING EFFECT**

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

#### **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below.

City of Goshen, Indiana  
Goshen Police Department

\_\_\_\_\_  
Jose Miller, Police Chief

or

\_\_\_\_\_  
Shawn Turner, Assistant Police Chief

Date: 12/23/24

\_\_\_\_\_  
Jared A. Ellison

Date: 12/23/24



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety

Mayor Gina Leichty  
Member Mike Landis  
Member Mary Nichols  
Member Barb Swartley  
Member Orv Myers

Date: May 22<sup>nd</sup>, 2025

From: Chief Jose' Miller

Reference: Hiring of Mitchell H. Garrett #242 for Probationary Patrol Officer

I am requesting that the Board of Public Works and Safety move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Mitchell H. Garrett dated April 29<sup>th</sup>, 2025, and approve the hiring of Mitchell H. Garrett as a Probationary Patrol Officer retroactive to Monday May 12<sup>th</sup>, 2025. Mitchell is a graduate of the Indiana Law Enforcement Academy. We are thrilled to have Mitchell at the Goshen Police Department serving our community.

Respectfully,

Jose' Miller #116

Chief of Police

Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**



**GOSHEN POLICE DEPARTMENT  
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into effective as of the latter date of the signatures hereon, by and between **Mitchell Howard Garrett** ("Garrett") and **City of Goshen, Indiana** ("City").

In consideration of the terms, conditions and mutual covenants contained in this agreement, City and Garrett agree as follows:

**CONDITIONAL OFFER OF EMPLOYMENT**

City conditionally offers Garrett employment as a probationary patrol officer with the Goshen Police Department. Garrett accepts City's conditional offer of employment. City and Garrett understand and agree that the offer of employment is contingent upon the following:

- (1) City may not currently have a personnel vacancy in the Goshen Police Department rank and file. Garrett understands that a personnel vacancy in the rank and file of the Goshen Police Department may not currently exist. Garrett understands that actual employment with the City of Goshen and Goshen Police Department will not occur until such time that a personnel vacancy is available and/or positions are being added to increase the number of police officers.
- (2) Garrett certifies that Garrett is an active member of the Indiana Public Retirement System and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund) with another department that participates in the 1977 Fund, has separated or will separate from that department, and not later than 180 days after the date of separation, Garrett agrees to become employed as a full-time police officer with the City of Goshen and Goshen Police Department.
- (3) The Goshen Police Department will request the Goshen Board of Public Works and Safety to ratify the execution of this agreement and approve the hiring of Garrett in a public meeting when a position opening becomes available in the Goshen Police Department.
- (4) If Garrett decides to decline employment with the City of Goshen and Goshen Police Department prior to the approved hiring in paragraph (3), Garrett shall provide City notice in writing, and City shall withdraw this offer of employment and this agreement shall be terminated.

**HIRING BONUS**

- (1) City agrees to pay a hiring bonus upon Garrett's commencement of employment provided that Garrett meets the following prerequisites:
  - (a) Garrett has successfully completed the minimum Tier I basic training requirements established by the Indiana Law Enforcement Training Board;
  - (b) Garrett has an active certification with the Indiana Law Enforcement Training Board;
  - (c) Garrett has separated from another Indiana law enforcement agency as an active reserve officer or a paid police officer within twenty-four (24) months of accepting the employment offer with the City (within twenty-four (24) months of the date of this agreement);

- (d) Garrett has served with the other Indiana law enforcement agency as an active reserve officer or paid police officer for a minimum of one (1) year; and
  - (e) Garrett will be a first-time employee of the Goshen Police Department as a police officer.
- (2) By execution of this agreement, Garrett certifies that Garrett meets the prerequisites set forth in paragraph (1).
  - (3) Upon commencement of employment, City agrees to pay Garrett a hiring bonus payment of Eight Thousand Dollars (\$8,000) over Garrett's first five (5) years of employment with the City as follows:
    - (a) Two Thousand Dollars (\$2,000) shall be paid upon Garrett's date of hire;
    - (b) Two Thousand Dollars (\$2,000) shall be paid upon Garrett's second employment anniversary date with City; and
    - (c) Four Thousand Dollars (\$4,000) shall be paid upon Garrett's fifth employment anniversary date with City.
  - (4) Upon commencement of employment, City agrees to pay Garrett a base wage equal to the base wage paid to a patrol officer as set forth in the current salary ordinance. In addition, Garrett shall be credited with forty-five (45) hours of paid sick leave.
  - (5) Garrett's appointment shall be probationary for a period not to exceed one (1) year. The Police Chief may recommend to the Goshen Board of Public Works and Safety that Garrett receive permanent appointment at any time within the probationary period.
  - (6) In the event that Garrett voluntarily leaves city employment or is terminated for cause prior to Garrett's second employment anniversary date, Garrett agrees to repay City the hiring bonus payment of Two Thousand Dollars (\$2,000) paid under paragraph (3)(a). No repayment will be due City if Garrett leaves city employment due to disability or illness which make it impractical to continue to serve as a police officer in the foreseeable future, or due to death.
  - (7) Garrett's repayment to City under paragraph (6) is due within thirty (30) days of Garrett's last day of employment with City and Goshen Police Department. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after Garrett's last day of employment with City and Goshen Police Department.
  - (8) Garrett shall forfeit any future hiring bonus payments under paragraphs (3)(b) or (3)(c) if:
    - (a) Any disciplinary action in excess of a written warning is taken against Garrett at any time during the first five (5) years of employment; and
    - (b) Garrett receives a performance evaluation with a score less than thirty-two (32) after Garrett's first year of employment.

#### AMENDMENT

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Works and Safety.

### SEVERABILITY

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision and shall not affect any other provision of this agreement.

### INDIANA LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

### BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

### ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below.

City of Goshen, Indiana  
Goshen Police Department

\_\_\_\_\_  
Jose Miller, Police Chief  
or  
Shawn Turner, Assistant Police Chief

Date: \_\_\_\_\_

04/29/2025

\_\_\_\_\_  
Mitchell Howard Garrett

Date: \_\_\_\_\_

04/29/2025

The terms and conditions of this agreement are approved, and the execution by the above individual on behalf of the City of Goshen, Indiana, Goshen Police Department, is ratified by the Goshen Board of Public Works and Safety on the date set forth below.

\_\_\_\_\_  
Gina M. Leichty, Mayor

Date: \_\_\_\_\_





**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Gina Leichty  
Member Mike Landis  
Member Mary Nichols  
Member Barb Swartley  
Member Orv Myers

Date: May 22<sup>nd</sup>, 2025

From: Jose' Miller, Chief of Police

Reference: The Retirement of Detective H. William Hubbard III #130

I respectfully request that the Board of Public Works and Safety accept the retirement of Detective H. William Hubbard III, badge #130, effective May 31, 2025. His final active day on the books will be May 30, 2025.

Detective Hubbard began his full-time service with the Goshen Police Department on September 3, 1999, and over the past twenty-five (25)-plus years, he has demonstrated unwavering dedication to our department and to the citizens of Goshen.

Throughout his distinguished career, Detective Hubbard has served in numerous roles. He began as a patrol officer and rose to the rank of Patrol Lieutenant. He later joined the Detective Bureau, where he was instrumental in the resolution of numerous critical cases impacting our community. His contributions extended into administrative leadership when he served as the Division Chief of Patrol.

Detective Hubbard has also been deeply involved in officer development and department readiness. He served as a departmental trainer on multiple subjects, playing a key role in preparing new recruits. He was a member of the Emergency Response Team (E.R.T.), and he retires while serving with the Proactive Investigation Team (P.I.T.). Additionally, his compassion and leadership are evident through his work on the Peer Support Team.

Officers like Detective Hubbard are foundational to the strength and integrity of our department. His impact will continue to be felt long after his retirement. I want to personally thank Detective Hubbard for his exemplary service, leadership, and dedication. On behalf of the entire Goshen Police Department, I wish him nothing but the best in his well-earned retirement and future endeavors.

Respectfully,

A handwritten signature in black ink, appearing to be 'Jose Miller', with a stylized flourish extending from the end.

**Jose' Miller #116**

**Chief of Police**

Goshen City Police Department

111 E. Jefferson Street

Goshen, IN. 46528


**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**

I, Howard William Hubbard III, am announcing my retirement on May 30th, 2025. I have two personal days I must use or forfeit them upon retirement. With your permission, I would like to use these days on the 29th and the 30th, making the 28th my last working day.

It's been my privilege to serve Goshen Police Department and its community with faithfulness, passion and integrity.

A handwritten signature in dark ink, appearing to read 'H. Hubbard III', is written over a horizontal line.

H. William Hubbard III



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Gina Leichty  
Member Mike Landis  
Member Mary Nichols  
Member Barb Swartley  
Member Orv Myers

Date: May 22<sup>nd</sup>, 2025

From: Jose' Miller, Chief of Police

Reference: The Retirement of Officer Benjamin Thomas (Tommy) Steele #143

I am requesting that the Board of Public Works and Safety accept the retirement of Officer Tommy Steele #143 effective June 1<sup>st</sup>, 2025. His last day working will be May 31<sup>st</sup>, 2025. Officer Steele has chosen to retire and accept a position as an athletic director for the school.

Officer Steele started his full-time career at the Goshen Police Department on March 19<sup>th</sup>, 2004, giving this community over twenty-one (21) years of service.

While at Goshen, Officer Steele worked as a patrol officer and then later a School Resource Officer (SRO). Officer Steele has dedicated most of his career to the SRO position and to the young adults and staff of the school system. He has many years of experience that will truly be missed on the Goshen Police Department.

I would like to personally thank Officer Steele for his many years of service and commitment to this department and our community. I wish him the absolute best in his next chapter of life.

Respectfully,

Jose' Miller #116

Chief of Police

Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

Dear Chief Miller,

After much thought and praying, I am writing to formally announce my retirement from the Goshen Police Department, effective May 31, 2025.

This decision does not come easily. Serving this department, this community, and especially the students and staff at Goshen Junior High over the past 21 years has been the greatest honor of my professional life. What started as a commitment to protect and serve became a mission deeply rooted in connection, mentorship, and care during my time as a Patrolman and a School Resource Officer.

I have had the privilege of watching young people grow, face challenges, overcome obstacles, and turn into leaders. I've stood beside families through both celebration and crisis. I've worked with an incredible team of educators, administrators, and fellow officers—people who lead with both courage and heart.

Throughout the years, I've worn many hats: protector, counselor, hallway peacekeeper, National Junior Honor Society speaker, coach, and sometimes even dance chaperone. But above all, I've tried to be a steady presence that kids and colleagues could count on. The relationships I've built during this time are ones I will carry with me always.

As I close this chapter, I want to express my deepest gratitude for your leadership, your trust, and support of this department. I am proud of what we've accomplished together and humbled to have been part of something so meaningful.

Though I will be hanging up the uniform at the end of this month, I won't be far. My heart remains with this community, and I look forward to moving into my new role as GJH AD.

Thank you, Chief, for the opportunity to serve. It has truly been a privilege.

With deep respect and gratitude,

Officer Tommy Steele #143



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Gina Leichty  
Member Mike Landis  
Member Mary Nichols  
Member Barb Swartley  
Member Orv Myers

DATE: May 22<sup>nd</sup>, 2025

FROM: Chief of Police

Reference: Voluntary Demotion of Manuel Aldana #198 from the rank of Sergeant to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety approve the voluntary demotion of Manuel Aldana from the rank of Sergeant to the rank of Patrol Officer. Officer Aldana submitted a letter on May 7<sup>th</sup>, 2025 requesting the voluntary demotion. Officer Aldana has served in a leadership role as Sergeant since January of 2024. I am requesting this voluntary demotion in rank to be retroactive to Wednesday May 7<sup>th</sup>, 2025.

Respectfully,

Jose' Miller #116

Chief of Police

Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**



324 S 5th St. Goshen, IN 46528  
amanda@eyedart.com  
(574) 203-2034 ext. 6

Board of Works Request  
May 8, 2025

Downtown Goshen Inc. is requesting multiple additions to the previously requested street closures for the year of 2025 for purposes of First Friday activities.

1. What parking spaces/streets do you want to close/use?

- **June 6, 2025**—In addition to the original request: East Washington from Main to 5th from 1 p.m. to 11 p.m. Change to orange fencing area - please see attached map.
- **July 4, 2025**—Addendum to original request: We'd like to request a change to the closure time to noon to 5 p.m. If possible, we'd like to utilize additional street department signage to mark the open half of the parking lot with signs that say "reserved for Goshen Brewing patrons only" to eliminate car show attendees from taking up valuable business parking. We will remove these signs once the parking lot reopens officially.
- **August 1, 2025**—In addition to the original request: West Washington from Main to the alley west from 1 to 11 p.m.

2. Why do you want to close them? What activities will take place? Downtown Goshen First Fridays

3. When do you want to start the closure, and when will the closure end? Various dates and times in 2025. Please see above.

4. Are there any affected businesses, and are they supportive of your request to close the parking spaces? There are businesses on the street affected by the closure. They have been informed of our intent to attend the next Board of Works meeting in case of any concerns. These street closures can also be found online at [downtowngoshe.org](http://downtowngoshe.org).

5. Do you require any barricades from the Street Department to accomplish the closure for your event? We will require barricades and orange fencing for various events. These specific details are listed on the attached document.

Thank you for your consideration.

Amanda Rose  
Director of First Fridays



## First Fridays 2025 City Needs

Event Title	Street Closures & City Needs
<b>March</b> Taste of Goshen March 7, 2025 5 - 9 p.m.	<del>4 spots in front of Goshen Theater (216 South Main) from 2 pm - 9 pm.</del>
<b>April</b> Goshen Gives Back April 4, 2025 5 - 9 p.m.	<del>4 spots in front of Goshen Theater (216 South Main) from 2 pm - 9 pm.</del>
<b>May</b> Green Day Celebration May 2, 2025 5 - 9 p.m.	<del>Main Street between Clinton and Lincoln and the half block of Main Street from Lincoln to the alley South from 1 to 11 pm. 4 parking spots on the north side of Lincoln next to the court house from 1 to 11 pm. 2 police officers from 6 to 10 pm. 2 sanitation crew from 6:30 to 9:30 pm. Trash trailer and blue cans in Lincoln Ave public parking lot.</del>
<b>June</b> Wheels and Deals June 6, 2025 5 - 9 p.m.	Main Street from Jefferson to Lincoln and <b>East Washington from Main to 5th</b> from 1 to 11 pm. <b>Orange fencing - please see map.</b> Trash trailer behind Electric Brew with trash cans. 2 sanitation crew from 6:30 to 9:30 pm.
<b>July</b> Stars & Stripes Social July 4, 2025 10 a.m - 2 p.m	Half of Goshen Brewing Company parking lot from <b>noon to 5 p.m. Potential additional signage that says "parking reserved for Goshen Brewing patrons" in open half of parking lot.</b>
<b>August</b> Goshen Games August 1, 2025 5 - 9 p.m.	Main Street from Jefferson to Washington from 8 am to 11 pm. Main Street from Washington to Lincoln, East Washington from 5th to Main, and <b>West Washington from Main to the alley west</b> from 1 to 11 pm. Orange fencing - please see map. 2 sanitation crew from 6:30 to 9:30 pm. Trash trailer behind Electric Brew with trash cans.
<b>September</b> Bexbach Bash September 5, 2025 5 - 9 p.m.	Main Street between Clinton and Lincoln from 1 to 11 pm. 2 sanitation crew from 6:30 to 9:30 pm. Trash trailer and blue cans in Lincoln Ave public parking lot. Orange fencing - see map.
<b>October</b> Harvest Festival October 3, 2025 5 - 8 p.m.	8 spots in front of Goshen Theater from 2 pm - 9 pm.
<b>November</b> Goshen Light Parade November 7, 2025 5 - 9 p.m.	East Washington from the alley to Main from 1 to 11 pm. Parking lot next to City Hall for staging from 3 pm to 8 pm. Parking lot behind YAUB for staging from 3 pm to 8 pm. Please see the maps for specific staging closures. Parade route - 5th and Jefferson west to Main - north on Main to Clinton - east on Clinton to 5th - south on 5th to Jefferson. No parking along the parade route from 5 to 9 pm. The parade route closes at 6:45 pm. We will need the street department, police, and fire to help with traffic control and street reopening. 4 police from 6 to 10 pm. 2 sanitation crew from 6:30 - 9:30 pm. Trash trailer behind Electric Brew with trash cans.
<b>December</b> Hometown Holiday December 5, 2025 5 - 9 p.m.	West Washington from the alley to Main from 1 to 11 pm. Trash trailer behind Electric Brew with trash cans. 2 police officers from 6 pm to 10 pm. 2 sanitation crew from 6 to 9 pm.



E Washintgon St

Fence

5th St

The Electric Brew-Downtown Goshen







**Richard Aguirre, City Clerk-Treasurer**  
**CITY OF GOSHEN**

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

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**To:** City of Goshen Board of Public Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** May 22, 2025  
**Subject:** Request to close alley for Common Spirits anniversary event

**On May 13, 2025, the Clerk-Treasurer's Office received the following request via email:**

Hello! We would like to request an item be added to an upcoming agenda.

Common Spirits will be celebrating our 9-year anniversary on Saturday, June 14th. We would like to request the temporary closure of the alley in between Main and 5th Street, in the 100 block of E Lincoln Avenue (see attached diagram area outlined in green, yellow proposed barricade location) between 12:00 noon and 10 pm.

As in past years, all affected neighbors have been notified and have no objections to the closure.

Please let us know if there are any other questions!

**Ryan + Jami Hawkins**

Common Spirits

111 E Lincoln Ave

Goshen, IN 46528

574-607-7288

[ryan@commonspirits.com](mailto:ryan@commonspirits.com)



**Richard Aguirre, City Clerk-Treasurer**  
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**CITY OF GOSHEN LEGAL DEPARTMENT**  
**Donald R. Shuler, Assistant City Attorney**

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Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

May 22, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Memorandum of Understanding – Ambulance Staffing Requirements

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Attached for the Board's consideration and approval is a Memorandum of Understanding (MOU) between the City and the Goshen Firefighters Association Local No. 1443. This MOU revises the ambulance staffing requirements outlined in Article XVII, Section One of the existing Collective Bargaining Agreement. The purpose of these adjustments is to increase operational flexibility by modifying staffing requirements for frontline and reserve ambulances. The revised requirements in the MOU will be effective through the expiration of the current CBA on December 31, 2026. The Union has approved and agreed to these changes.

**Suggested Motion: Move to approve the Memorandum of Understanding between the City and Goshen Firefighters Association Local No. 1443 and authorize the Mayor to execute the MOU.**

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into by and between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety ("City") and Goshen Firefighters Association Local No. 1443 ("Union"), collectively referred to as the "Parties", on the last date executed below.

WHEREAS, City and Union are parties to a Collective Bargaining Agreement (CBA) effective January 1, 2024 through December 31, 2026; and

WHEREAS, Article XIX, Section Four of the CBA allows modifications to the agreement through mutual written agreement of the Parties without requiring a formal contract amendment; and

WHEREAS, the Parties recognize the need to revise ambulance staffing requirements under Article XVII, Section One of the CBA to enhance operational flexibility and effectiveness while ensuring public safety; and

WHEREAS, the Parties desire to implement this revision without reopening negotiations on the full CBA and have agreed that this MOU shall sunset upon the expiration of the current CBA on December 31, 2026; and

WHEREAS, the Union agrees that it will not file, nor be eligible to file, a grievance related to the agreed upon changes contained within this MOU.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

### **Section 1. Purpose.**

The purpose of this MOU is to revise ambulance staffing outlined in Article XVII, Section One of the CBA to allow staffing flexibility between Paramedics and EMT-B certified personnel while maintaining operational readiness.

### **Section 2. Revised Ambulance Staffing Requirements.**

Notwithstanding any language to the contrary in Article XVII, Section One of the CBA, the parties agree to the following ambulance staffing requirements:

- (A) Each frontline ambulance shall respond to calls with not less than one (1) active EMT-B or higher and one (1) active paramedic. Any additional reserve ambulance called into service, in addition to all three (3) frontline ambulances, shall respond to calls with staff determined by the administration. If a reserve ambulance is called into service to replace a primary frontline ambulance, then

the reserve ambulance shall respond to calls with not less than one (1) active EMT-B or higher and one (1) active paramedic.

### **Section 3. Conditions and Definitions**

For the purposes of this Memorandum of Understanding only, the following conditions or definitions apply:

- (A) Active EMT-B: An EMT-B who has successfully completed the EMT-B Field Training Checklist and is actively participating in the regular ambulance rotation.
- (B) EMT-B or higher: Personnel certified at a minimum EMT-B level, including EMT-A and EMT-P.
- (C) A paramedic who has served in an “active” capacity and later becomes “inactive” shall not be mandated to serve in the EMT-B or higher/Paramedic rotation unless there is an unforeseen, temporary declaration of emergency by the City of Goshen.
- (D) The City of Goshen Fire Department shall maintain a bank of no less than twenty-seven (27) active paramedics and no more than twelve (12) active EMT-Bs or higher.
- (E) Only EMT-Bs or higher who have completed the EMT-B or higher Field Training Checklist and are in the active rotation will be placed on an ambulance.
- (F) All firefighters hired will be required to attend Paramedic class.

### **Section 4. Sunset Clause & Future Negotiations.**

- (A) This MOU shall remain in full force and effect through December 31, 2026, at which point it shall automatically expire, unless extended by mutual written agreement of the Parties.
- (B) The Parties acknowledge that the provisions of this MOU are intended to remain in effect for the duration of the current CBA and shall not establish a precedent beyond the term of this agreement.
- (C) Notwithstanding subsection (A) of this Section, the Union may withdraw from or other rescind this MOU prior to the subset date provided that such action is authorized by a two-thirds (2/3) affirmative vote of the Union membership. The Union shall provide written notice of such withdrawal or rescission within ten (10) days of said vote. The withdrawal or rescission is not effective until notice is given to City.



**Section 5. No Grievance Agreement.**

- (A) The Union expressly waives the right to file a grievance under the CBA related to the overtime call-in procedures set forth in this MOU.
- (B) The Parties agree that the provisions of this MOU shall not be subject to arbitration or other dispute resolution mechanisms under the CBA.

**Section 6. No Amendment to CBA.**

The Parties agree that this MOU does not amend or modify the CBA. The existing terms of the CBA remain in full force and effect except as explicitly stated in this MOU.

**Section 7. Miscellaneous Provisions.**

- (A) Any amendments to this MOU must be in writing and signed by all parties.
- (B) This MOU shall be governed by and construed in accordance with the laws of the State of Indiana.
- (C) If any provision of this MOU is found to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect.

City of Goshen, Indiana  
Goshen Board of Public Works and Safety

Goshen Firefighters Association  
Local No. 1443

By: \_\_\_\_\_  
Gina M. Leichty, Mayor

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **CITY OF GOSHEN LEGAL DEPARTMENT**

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[www.goshenindiana.org](http://www.goshenindiana.org)

May 22, 2025

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Memorandum of Understanding with Michiana Area Council of Governments for Assistance in Enhancing Bicycle and Pedestrian Mobility and Safety

Attached for the Board's approval and authorization for the Mayor to execute is a Memorandum of Understanding with the Michiana Council of Governments (MACOG) to furnish technical and professional assistance in enhancing bicycle and pedestrian mobility and safety as part of its Active Transportation Plan. City will pay MACOG \$5,000 per year on June 30, 2025, 2026 and 2027, for a total of \$15,000.

### **Suggested Motion:**

Move to approve and authorize the Mayor to execute the Memorandum of Understanding with Michiana Council of Governments for assistance in enhancing bicycle and pedestrian mobility and safety.

## **MEMORANDUM OF UNDERSTANDING**

THIS AGREEMENT is made and entered into by and between the City of Goshen and the Michiana Area Council of Governments, hereinafter referred to as “MACOG”.

### **WITNESSETH:**

**WHEREAS**, MACOG has developed a long-range Active Transportation Plan that provides a comprehensive strategy for the region, ensuring all users of the transportation network are able to move around in a safe, connected, and accessible environment.

**WHEREAS**, the Active Transportation Plan states goals and objectives intended to enhance bicycle and pedestrian mobility and safety in the region; and

**WHEREAS**, MACOG has identified a need for a liaison and partnerships to focus on all five E’s (Education, Encouragement, Enforcement, Engineering, and Evaluation) to work toward improving enhance bicycle and pedestrian mobility and safety in the region; and

**WHEREAS**, MACOG currently maintains a traffic data program for the purpose of traffic related statistics, planning, and other project selection that will be expanded to include data collection for active transportation; and,

**WHEREAS**, the Active Transportation Plan is based on and consistent with local planning efforts and was developed with the input of various stakeholders including local government staff and elected officials; and

**WHEREAS**, the City of Goshen desires to engage the services of MACOG to furnish technical and professional assistance in enhancing bicycle and pedestrian mobility and safety; and

**WHEREAS**, MACOG has indicated a willingness to provide such technical and professional services to the region;

**IT IS THEREFORE AGREED** by and between the City of Goshen and MACOG as follows:

1. MACOG will employ an Active Transportation Planner to serve as a liaison for bicyclists and pedestrians in the region, and works toward improving infrastructure, programs, and services that are available to cyclists and pedestrians.
2. MACOG, in partnership with other communities and organizations in the region, will develop educational and promotional resources, programs, campaigns and events.
3. MACOG will work with the City of Goshen, and other participating communities, to identify locations to conduct bicycle and/or pedestrian counts.

4. Data collected by MACOG as part of a Regional Active Transportation Count Program will be made available to the City of Goshen within 30 days of the date collected. Additionally, this data will be posted to MACOG's website to make it available for public use.
5. MACOG will provide technical assistance to the City of Goshen, and other participating communities, seeking help on active transportation issues and concerns.
6. MACOG will coordinate efforts of public and private groups that support active transportation, and encourage continued and increase support throughout the region.
7. Under this Memorandum of Understanding, the City of Goshen agrees to provide the MACOG \$5,000 each year for three years (total of \$15,000). These funds will be paid to the MACOG no later than June 30, 2025 in the first year and annually the following two years by June 30, 2026 and June 30, 2027.
8. This Memorandum of Understanding may be declared null and void if:
  - A. Either party fails to abide by the intent of this Memorandum of Understanding or;
  - B. Both parties mutually agree to end this partnership.
9. The effective dates for this Memorandum of Understanding will by July 1, 2024 through June 30, 2027 with provision for renewal.

**IN WITNESS WHEREOF**, the City of Goshen and MACOG, through the undersigned officials, have hereunto affixed their signatures.

**Michiana Area Council of Governments**

**City of Goshen**

By: \_\_\_\_\_  
James Turnwald, Executive Director

By: \_\_\_\_\_  
Mayor Gina Leichty

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **CITY OF GOSHEN LEGAL DEPARTMENT**

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May 22, 2025

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Resolution 2025-09, Resolution of the Goshen Board of Public Works and Safety Adopting a Policy to Provide Public Notice of Meetings

Attached for the Board's consideration is Resolution 2025-09, Resolution of the Goshen Board of Public Works and Safety Adopting a Policy to Provide Public Notice of Meetings. All other city boards and commissions are considering a substantially similar resolution. Resolution 2025-09 revises a policy adopted February 23, 2013 by Resolution 2013-B. This revised policy sets forth the statutory requirements for providing the public notice of meetings, including the method in which the Board will provide notice to all news media and to any person (other than news media) submitting an annual written request for such meeting notices. The public notice must be given at least 48 hours (excluding Saturdays, Sundays, and legal holidays) before the meeting. A new requirement is that the notice must also include the website address for live transmissions and archived copies of the live transmissions of meetings. The notice shall be given by posting a copy at City Hall, publishing the notice on the City's website, and emailing the notice to all news media.

### **Suggested Motion:**

Move to adopt Resolution 2025-09, Resolution of the Goshen Board of Public Works and Safety Adopting a Policy to Provide Public Notice of Meetings.

## **RESOLUTION 2025-09**

### **Resolution of the Goshen Board of Public Works and Safety Adopting a Policy to Provide Public Notice of Meetings**

WHEREAS I.C. 5-14-1.5-5 sets forth the requirements for a governing body to provide public notice of any meetings, executive sessions or of any rescheduled or reconvened meeting.

WHEREAS I.C. 5-14-1.5-5(b)(2) provides that a governing body shall determine the method in which the governing body shall provide notice of meetings to all news media which deliver to the governing body an annual written request for notices not later than December 31 for the next succeeding calendar year.

WHEREAS I.C. 5-14-1.5-5(b)(3) provides that a governing body may adopt a policy to determine the method in which the governing body shall provide notice of meetings to any person (other than news media) who delivers to the governing body an annual written request for notices not later than December 31 for the next succeeding calendar year.

WHEREAS the purpose of this policy is to state the methods in which the Goshen Board of Public Works and Safety, as a governing body of the City of Goshen, shall provide public notice of meetings in accordance with I.C. 5-14-1.5-5.

NOW, THEREFORE, BE IT RESOLVED that, in accordance with I.C. 5-14-1.5 et seq., the Goshen Board of Public Works and Safety, hereinafter referred to as “governing body,” shall provide public notice of meetings as follows:

- A. Public notice of any meetings, executive sessions, or of any rescheduled or reconvened meeting, shall be given at least forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) before the meeting. This requirement does not apply to reconvened meetings (not including executive sessions) where announcement of the date, time, and location of the reconvened meeting is made at the original meeting and recorded in the memoranda and minutes thereof, and there is no change in the agenda. This requirement also does not apply to a meeting called to deal with an emergency as provided under I.C. 5-14-1.5-5(d).
- B. The public notice shall include the following information:
  - 1. Governing body name.
  - 2. Date of meeting.
  - 3. Time of meeting.
  - 4. Location of meeting.
  - 5. Website address for live transmissions and archived copies of live transmissions of meetings, excluding an executive session.
  - 6. If the meeting is an executive session, the public notice shall include the subject matter by specific reference to the enumerated instance or instances for which an executive session may be held under I.C. 5-14-1.5-6.1(b).

- C. The public notice of meetings shall be given by:
1. Posting a copy of the notice at Goshen City Hall.
  2. Publishing the notice on the City of Goshen's website at least forty-eight (48) hours in advance of the meeting shall serve as notice to any person (other than news media) who delivers to the governing body or the Goshen Clerk-Treasurer's Office an annual written request for the notices not later than December 31 for the next succeeding calendar year.
  3. Transmitting the notice by electronic mail to all news media which deliver to the governing body or the Goshen Clerk-Treasurer's Office an annual written request for the notices not later than December 31 for the next succeeding calendar year.
- D. Notice of regular meetings need be given only once each year, except that an additional notice shall be given where the date, time, or location of a regular meeting or meetings is changed. This does not apply to executive sessions.
- E. If an agenda is utilized for a meeting, a copy of the agenda shall be posted at the entrance to the location of the meeting prior to the meeting.
- F. This policy to provide public notice of meetings shall be effective immediately. Upon the effective date of this policy, all prior policies on providing public notice of meetings, specifically including the policy adopted February 25, 2013 by Resolution 2013-B, shall be repealed.
- G. This policy is intended to be consistent with the Indiana Open Door Law codified at I.C. 5-14-1.5 et seq. as in effect on April 25, 2025, and is incorporated hereto by reference. In the event that I.C. 5-14-1.5 et seq. is amended in such a way to conflict with any provision in this policy, then this policy shall be amended to comply with the statutory amendment.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on \_\_\_\_\_, 2025.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## **CITY OF GOSHEN LEGAL DEPARTMENT**

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May 22, 2025

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Resolution 2025-10, Resolution of the Goshen Board of Public Works and Safety Adopting an Electronic Meetings Policy to Allow Members of the Board of Public Works and Safety to Participate in Meetings by an Electronic Means of Communication

Attached for the Board's consideration is Resolution 2025-10, Resolution of the Goshen Board of Public Works and Safety Adopting an Electronic Meetings Policy to Allow Members of the Board of Public Works and Safety to Participate in Meetings by an Electronic Means of Communication. All other city boards and commissions are considering a substantially similar resolution, and the Electronic Meetings Policy is substantially similar to the policy adopted by the Goshen Common Council January 27, 2025. This policy sets forth the procedures that apply to a member's participation in a meeting by an electronic means of communication. The electronic means of communication must allow all participating members of the Board to simultaneously communicate with each other, and it must allow the public to simultaneously attend and observe the meeting (excluding an executive session).

### **Suggested Motion:**

Move to adopt Resolution 2025-10, Resolution of the Goshen Board of Public Works and Safety Adopting an Electronic Meetings Policy to Allow Members of the Board of Public Works and Safety to Participate in Meetings by an Electronic Means of Communication.



## **RESOLUTION 2025-10**

### **Resolution of the Goshen Board of Public Works and Safety Adopting an Electronic Meetings Policy to Allow Members of the Board of Public Works and Safety to Participate in Meetings by an Electronic Means of Communication**

WHEREAS I.C. 5-14-1.5-3.5 allows a member of the governing body of a political subdivision who is not physically present at a meeting of the governing body to participate in a meeting by any electronic means of communication that:

- A. Allows all participating members of the governing body to simultaneously communicate with each other; and
- B. Allows the public to simultaneously attend and observe the meeting, except for a meeting held in executive session.

WHEREAS the governing body must adopt a written policy establishing the procedures that apply to a member's participation in a meeting by an electronic means of communication, which may include procedures that are more restrictive than the procedures established by I.C. 5-14-1.5-3.5.

WHEREAS Goshen Common Council Resolution 2024-03 adopts an Electronic Meetings Policy to allow members of the Common Council to participate in meetings by electronic means of communication. The Common Council Electronic Meetings Policy also applies to all other governing bodies of the City of Goshen, excluding the Board of Aviation Commissioners, until such time as such other governing bodies adopt a substantially similar policy.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety adopts the following Electronic Meetings Policy:

#### **Section 1. Attendance at Meetings of the Goshen Board of Public Works and Safety by Electronic Means of Communication**

- A. A member of the Board of Public Works and Safety ("Board") who is not physically present at a meeting of the Board may participate in the meeting of the Board by any electronic means of communication that:
  - 1. allows all participating members of the Board to simultaneously communicate with each other; and
  - 2. allows the public to simultaneously attend and observe the meeting, except for a meeting held in executive session.
- B. The following conditions apply to a Board of Public Works and Safety member not physically present at a meeting of the Board but participating in the meeting of the Board by an electronic means of communication:
  - 1. At least fifty percent (50%) of the Board members must be physically present at a meeting at which a member may participate by an electronic means of communication.
  - 2. All votes taken during a meeting at which at least one (1) member participates by an electronic means of communication must be taken by roll call vote.
  - 3. Subject to Section 2, paragraph C, a member who participates in a meeting by an electronic means of communication may participate in final action only if the member can be seen and heard.

4. Subject to Section 2, paragraph C, a member who participates by an electronic means of communication shall be considered present for purposes of establishing a quorum.

## **Section 2. Limitations**

- A. A member of the Board of Public Works and Safety may not attend more than two (2) meetings in a calendar year by an electronic means of communication, unless the member's electronic participation is due to:
  1. military service;
  2. illness or other medical condition;
  3. death of a relative; or
  4. an emergency involving actual or threatened injury to persons or property.
- B. A member of the Board of Public Works and Safety may attend two (2) consecutive meetings (“a Set of Meetings”) by an electronic means of communication; however, a member must physically attend, in person, at least one (1) meeting between a Set of Meetings that the member attends by an electronic means of communication, unless the member's absence is due to:
  1. military service;
  2. illness or other medical condition;
  3. death of a relative; or
  4. an emergency involving actual or threatened injury to persons or property.
- C. A member of the Board of Public Works and Safety may not participate in a meeting by an electronic means of communication at which the Board may take final action, as applicable to the governing body, to:
  1. adopt a budget;
  2. make a reduction in personnel;
  3. initiate a referendum;
  4. establish or increase a fee;
  5. establish or increase a penalty;
  6. exercise the governing body’s eminent domain authority; or
  7. establish, raise, or renew a tax.

## **Section 3. Technological Failure**

A technological failure in an electronic means of communication that disrupts or prevents:

- A. the simultaneous communication between a member who is not physically present at the meeting and the Board of Public Works and Safety; or
- B. a member of the public who is not present at the meeting from attending and observing the meeting;

does not prevent the Board of Public Works and Safety from conducting the meeting or affect the validity of an action taken by the Board at the meeting if the sum of the Board members physically present at the meeting and the

Board members participating by electronic communication without technological failure satisfy the quorum and (if a final action is taken) the voting requirements of the Board of Public Works and Safety.

#### **Section 4. Minutes or Memoranda**

The minutes or memoranda of a meeting at which any member of the Board of Public Works and Safety participates by an electronic means of communication must:

- A. identify each member who:
  - 1. was physically present at the meeting;
  - 2. participated in the meeting by using any electronic means of communication; and
  - 3. was absent; and
- B. identify the electronic means of communication by which:
  - 1. members participated in the meeting; and
  - 2. the public attended and observed the meeting, if the meeting was not an executive session.

#### **Section 5. Declared Emergencies**

- A. Members are not required to be physically present for a meeting of the Board of Public Works and Safety during such time when following authorities have declared a disaster emergency and the disaster emergency remains in effect:
  - 1. the governor under I.C. 10-14-3-12; or
  - 2. the mayor under I.C. 10-14-3-29,to the extent allowed by I.C. 5-14-1.5-3.7.
- B. Members may participate in a meeting during a declared disaster emergency by an electronic means of communication provided that:
  - 1. At least a quorum of the members participates in the meeting by an electronic means of communication or in person.
  - 2. The public may simultaneously attend and observe the meeting unless the meeting is an executive session.
- C. The minutes or memoranda of the meeting must comply with requirements for meetings where members are allowed to attend by an electronic means of communication.
- D. All votes taken during a meeting at which at least one member participates by an electronic means of communication must be taken by roll call vote.

#### **Section 6. Definitions**

The definitions found in I.C. 5-14-1.5-2, as amended, shall apply to this policy.

#### **Section 7. Application**

The policy adopted by this resolution shall be known as the “Electronic Meetings Policy” of the Goshen Board of Public Works and Safety and it shall apply to meetings of the Board of Public Works and Safety.

**Section 8. Intent of Policy**

- A. It is the intent of this policy to comply with the provisions of I.C. 5-14-1.5-3.5 and I.C. 5-14-1.5-3.7, as each may be amended from time to time, to allow for a member of the Board of Public Works and Safety who is not physically present at a meeting to participate by any electronic means of communication. In the event that I.C. 5-14-1.5-3.5 and I.C. 5-14-1.5-3.7 are amended or repealed, then this policy shall be amended to comply with said amended statutory provisions.
- B. This resolution incorporates by reference the provisions of I.C. 5-14-1.5-3.5 and I.C. 5-14-1.5-3.7, as each may be amended from time to time; however, the more restrictive provisions of this resolution shall govern.

**Section 9. Effective Date**

This resolution shall be effective from and after adoption.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on \_\_\_\_\_, 2025.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Legal Department, CITY OF GOSHEN**

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Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185

[www.goshenindiana.org](http://www.goshenindiana.org)

May 22, 2025

**To:** Board of Public Works and Safety  
**From:** Brandy L. Toms, Paralegal  
**Subject:** Community Service Partnership Agreements

The City of Goshen has many various community service organizations that provide services or programs to its residents in a manner more efficient than what the City could provide. The City has supported these organizations with funds in the past and wishes to continue to do so. These organizations were subject to an application process requiring specific documentation regarding their organization, a detailed description of how these funds will be used, and the organizations will need to account for how the funds were used. As such, before the Board today is the following Community Service Partnership Agreements:

Organization	Grant amount
Chamber of Commerce of Goshen IN, Inc.	\$50,000
Downtown Goshen, Inc. - Administrative	\$ 5,000
Downtown Goshen, Inc. – Façade Program	\$20,000
Downtown Goshen, Inc. – First Fridays	\$50,000
Economic Development Corporation of Elkhart County	\$25,000
Elkhart County Symphony Association	\$10,000
First In Chaplain Crisis Response Team	\$10,000
First Light Mission	\$30,000
Goshen Historical Society	\$15,000
South Bend Elkhart Regional Partnership	\$ 2,750
Warsaw Housing Authority	\$35,000

All of these applicants have provided all the required information and the agreements are now being brought before the Board for consideration and approval.

**Suggested Motion:** I move that the City of Goshen approve the agreements with Chamber of Commerce of Goshen, IN, Inc., to support the projects outlined in their submitted applications and authorize Mayor Leichty to execute accordingly.

**COMMUNITY SERVICE**  
**PARTNERSHIP AGREEMENT**

With Chamber of Commerce of Goshen, Indiana, Inc.  
To Provide Economic Development and Tourism Support for the City of Goshen

This Community Service Partnership Agreement (“Agreement”), entered into by and between the City of Goshen, Indiana (“the City”) and Chamber of Commerce of Goshen, Indiana, Inc. (the “Partner”), 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 Agreement; Funds Award.

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Fifty Thousand Dollars (\$50,000), to the Partner in support of the Economic Development and Tourism for the City described in more detail in Partner’s Community Services Partnership Application, incorporated herein by reference (the “Project”).

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner’s Community Services Partnership Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. Representations and Warranties of the Partner.

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

B. By entering into this Agreement, Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, 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 Partner.

3. Implementation of and Reporting on the Project.

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner’s Community Services Partnership Application. Any

modification of the Project from the description given in Partner's Community Services Partnership Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2025, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety and shall remain in effect through completion of the Project, or December 31, 2025, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Partnership Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City 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. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

B. Requests for payment will be processed only upon presentation of a claim in the form designated by the City, and must be submitted with accompanying supportive documentation as requested by the City.

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

A. whether Project activities are consistent with those set forth in the Partner's Community Services Partnership Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Partnership Application and that unpaid costs have been properly accrued; and

C. that Partner 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 Agreement and are fully and accurately reflected in Project reports submitted to the City.

8. Audits and Maintenance of Records. Partner may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

9. Compliance with Laws.

A. The Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Partner to determine whether the provisions of this Agreement require formal modification.

B. The Partner warrants that the Partner 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 any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further opportunities with the City under this program.

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

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

a. the Partner, except for *de minimis* and nonsystematic violations, has not violated the terms of:

(i) I.C. 24-4.7 [Telephone Solicitation of Consumers];

(ii) I.C. 24-5-12 [Telephone Solicitations]; or

(iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

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

b. the Partner will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

ii. The Partner and any principals of the Partner certify that an affiliate or principal of the Partner and any agent acting on behalf of the Partner or on behalf



of an affiliate or principal of the Partner, except for *de minimis* and nonsystematic violations,

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

b. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.

10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:

A. The Partner has enrolled and is participating in the E-Verify program;

B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;

C. The Partner does not knowingly employ an unauthorized alien.

D. The Partner shall require its contractors who perform work under this Agreement to certify to Partner 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 Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

11. Funding Cancellation. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

12. Governing Law. This 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 Elkhart County, State of Indiana.

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 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 Partner covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement 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, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner 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.

14. Contracting with Relatives.

Pursuant to IC 36-1-21, if Partner is wholly or partially owned by a relative of an elected official of the City Partner certifies that Partner has notified in writing both the elected official of the City and the City's legal department prior to entering into this contract that an elected official of the City is a relative of an owner of Partner.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the City shall be sent to:

City of Goshen  
Attn: Legal Department  
204 E. Jefferson Street, Suite 2  
Goshen, IN 46526  
bodiestegelman@goshencity.com

B. Notices to the Partner shall be sent to (Include contact name and title, mailing and e-mail address):

Chamber of Commerce of Goshen, Indiana, Inc  
Attn: Nick Kieffer, President  
232 S. Main Street  
Goshen, IN 46526  
[nkieffer@goshen.org](mailto:nkieffer@goshen.org)

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Partnership Application.

17. Termination for Breach.

A. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend payments under this Agreement, and suspend the Partner's participation in the City Community Service Partnership program until such time as all material breaches are cured to the City's satisfaction.

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

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award under this Agreement, this Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be effected by delivery to the Partner of a Termination Notice, specifying effective date of termination and extent of termination. The Partner shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

19. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Partner attests, subject to the penalties for perjury, that the undersigned is the Partner or a properly authorized representative, agent, member, or officer of the Partner. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Partner, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

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

**CITY:**

**CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

Date: \_\_\_\_\_

**PARTNER:**

**CHAMBER OF COMMERCE OF GOSHEN,  
INDIANA, INC.**

\_\_\_\_\_  
Nick Kieffer, President & CEO

Date: \_\_\_\_\_



**Legal Department, CITY OF GOSHEN**

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May 22, 2025

**To:** Board of Public Works and Safety  
**From:** Brandy L. Toms, Paralegal  
**Subject:** Community Service Partnership Agreements

The City of Goshen has many various community service organizations that provide services or programs to its residents in a manner more efficient than what the City could provide. The City has supported these organizations with funds in the past and wishes to continue to do so. These organizations were subject to an application process requiring specific documentation regarding their organization, a detailed description of how these funds will be used, and the organizations will need to account for how the funds were used. As such, before the Board today is the following Community Service Partnership Agreements:

Organization	Grant amount
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Downtown Goshen, Inc. – Façade	\$20,000
Downtown Goshen, Inc. – First Fridays	\$50,000
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Elkhart County Symphony Association	\$10,000
First In Chaplain Crisis Response Team	\$10,000
First Light Mission	\$30,000
Goshen Historical Society	\$15,000
South Bend Elkhart Regional Partnership	\$ 2,750
Warsaw Housing Authority	\$35,000

All of these applicants have provided all the required information and the agreements are now being brought before the Board for consideration and approval.

**Suggested Motion:** I move that the City of Goshen approve the agreements with Downtown Goshen Inc. - Administrative, to support the projects outlined in their submitted applications and authorize Mayor Leichthy to execute accordingly.

## **COMMUNITY SERVICE PARTNERSHIP AGREEMENT**

### **With Downtown Goshen, Inc. To Provide Assistance with Administrative Expenses**

This Community Service Partnership Agreement ("Agreement"), entered into by and between the City of Goshen, Indiana ("the City") and Downtown Goshen, Inc. (the "Partner"), 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 Agreement; Funds Award.**

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Five Thousand Dollars (\$5,000), to the Partner to provide assistance with administrative expenses, described in more detail in Partner's Community Services Partnership Application, incorporated herein by reference (the "Project").

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner's Community Services Partnership Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. **Representations and Warranties of the Partner.**

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

B. By entering into this Agreement, Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, 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 Partner.

3. **Implementation of and Reporting on the Project.**

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner's Community Services Partnership Application. Any modification of the Project from the description given in Partner's Community Services Partnership Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2025, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety and shall remain in effect through completion of the Project, or December 31, 2025, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Partnership Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City 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. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

B. Requests for payment will be processed only upon presentation of a claim in the form designated by the City and must be submitted with accompanying supportive documentation as requested by the City.

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

A. whether Project activities are consistent with those set forth in the Partner's Community Services Partnership Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Partnership Application and that unpaid costs have been properly accrued; and

C. that Partner 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 Agreement and are fully and accurately reflected in Project reports submitted to the City.

8. Audits and Maintenance of Records. Partner may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

9. Compliance with Laws.

A. The Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Partner to determine whether the provisions of this Agreement require formal modification.

B. The Partner warrants that the Partner 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 any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further opportunities with the City under this program.

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

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

a. the Partner, except for *de minimis* and nonsystematic violations, has not violated the terms of:

(i) I.C. 24-4.7 [Telephone Solicitation of Consumers];

(ii) I.C. 24-5-12 [Telephone Solicitations]; or

(iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

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

b. the Partner will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

ii. The Partner and any principals of the Partner certify that an affiliate or principal of the Partner and any agent acting on behalf of the Partner or on behalf of an affiliate or principal of the Partner, except for *de minimis* and nonsystematic violations,



- a. has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and
  - b. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.
- 10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:
  - A. The Partner has enrolled and is participating in the E-Verify program;
  - B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;
  - C. The Partner does not knowingly employ an unauthorized alien.
  - D. The Partner shall require its contractors who perform work under this Agreement to certify to Partner 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 Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

11. Funding Cancellation. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

12. Governing Law. This 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 Elkhart County, State of Indiana.

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 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 Partner covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement 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, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner 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.

14. Contracting with Relatives. Pursuant to IC 36-1-21, if Partner is wholly or partially owned by a relative of an elected official of the City Partner certifies that Partner has notified in writing both the elected official of the City and the City's legal department prior to entering into this contract that an elected official of the City is a relative of an owner of Partner.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the City shall be sent to:

City of Goshen  
Attn: Legal Department  
204 E. Jefferson Street, Suite 2  
Goshen, IN 46526  
bodiestegelman@goshencity.com

B. Notices to the Partner shall be sent to (Include contact name and title, mailing and e-mail address):

Downtown Goshen, Inc  
Attn: Veronica Berkey  
324 S 5<sup>th</sup> Street  
Goshen, IN 46528  
veronica@fablesbooks.com

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Partnership Application.

17. Termination for Breach.

A. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend payments under this Agreement, and suspend the Partner's participation in the City Community Service Partnership program until such time as all material breaches are cured to the City's satisfaction.

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

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award under this Agreement, this Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be effected by delivery to the Partner of a Termination Notice,

specifying effective date of termination and extent of termination. The Partner shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

19. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Partner attests, subject to the penalties for perjury, that the undersigned is the Partner or a properly authorized representative, agent, member, or officer of the Partner. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Partner, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

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

**CITY:**

**CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

Date: \_\_\_\_\_

**PARTNER:**

**DOWNTOWN GOSHEN, INC**

\_\_\_\_\_  
Veronica Berkey, President

Date: \_\_\_\_\_



**Legal Department, CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185

[www.goshenindiana.org](http://www.goshenindiana.org)

May 22, 2025

**To:** Board of Public Works and Safety  
**From:** Brandy L. Toms, Paralegal  
**Subject:** Community Service Partnership Agreements

The City of Goshen has many various community service organizations that provide services or programs to its residents in a manner more efficient than what the City could provide. The City has supported these organizations with funds in the past and wishes to continue to do so. These organizations were subject to an application process requiring specific documentation regarding their organization, a detailed description of how these funds will be used, and the organizations will need to account for how the funds were used. As such, before the Board today is the following Community Service Partnership Agreements:

Organization	Grant amount
Chamber of Commerce of Goshen IN, Inc.	\$50,000
Downtown Goshen, Inc. - Administrative	\$ 5,000
Downtown Goshen, Inc. – Façade Program	\$20,000
Downtown Goshen, Inc. – First Fridays	\$50,000
Economic Development Corporation of Elkhart County	\$25,000
Elkhart County Symphony Association	\$10,000
First In Chaplain Crisis Response Team	\$10,000
First Light Mission	\$30,000
Goshen Historical Society	\$15,000
South Bend Elkhart Regional Partnership	\$ 2,750
Warsaw Housing Authority	\$35,000

All of these applicants have provided all the required information and the agreements are now being brought before the Board for consideration and approval.

**Suggested Motion:** I move that the City of Goshen approve the agreements with Downtown Goshen Inc. – Façade Program, to support the projects outlined in their submitted applications and authorize Mayor Leichty to execute accordingly.

## **COMMUNITY SERVICE PARTNERSHIP AGREEMENT**

**With Downtown Goshen, Inc.**

**To Support Downtown Goshen, Inc Façade Program**

This Community Service Partnership Agreement (“Agreement”), entered into by and between the City of Goshen, Indiana (“the City”) and Downtown Goshen, Inc. (the “Partner”), 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 Agreement; Funds Award.**

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Twenty Thousand Dollars (\$20,000), to the Partner to support their Façade Program, described in more detail in Partner’s Community Services Partnership Application, incorporated herein by reference (the “Project”).

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner’s Community Services Partnership Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. **Representations and Warranties of the Partner.**

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

B. By entering into this Agreement, Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, 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 Partner.

3. **Implementation of and Reporting on the Project.**

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner’s Community Services Partnership Application. Any modification of the Project from the description given in Partner’s Community Services Partnership Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2025, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety and shall remain in effect through completion of the Project, or December 31, 2025, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Partnership Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City 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. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

B. Requests for payment will be processed only upon presentation of a claim in the form designated by the City, and must be submitted with accompanying supportive documentation as requested by the City.

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

A. whether Project activities are consistent with those set forth in the Partner's Community Services Partnership Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Partnership Application and that unpaid costs have been properly accrued; and

C. that Partner 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 Agreement and are fully and accurately reflected in Project reports submitted to the City.

8. Audits and Maintenance of Records. Partner may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

9. Compliance with Laws.

A. The Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Partner to determine whether the provisions of this Agreement require formal modification.

B. The Partner warrants that the Partner 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 any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further opportunities with the City under this program.

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

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

a. the Partner, except for *de minimis* and nonsystematic violations, has not violated the terms of:

(i) I.C. 24-4.7 [Telephone Solicitation of Consumers];

(ii) I.C. 24-5-12 [Telephone Solicitations]; or

(iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

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

b. the Partner will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

ii. The Partner and any principals of the Partner certify that an affiliate or principal of the Partner and any agent acting on behalf of the Partner or on behalf of an affiliate or principal of the Partner, except for *de minimis* and nonsystematic violations,



- a. has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and
  - b. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.
- 10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:
  - A. The Partner has enrolled and is participating in the E-Verify program;
  - B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;
  - C. The Partner does not knowingly employ an unauthorized alien.
  - D. The Partner shall require its contractors who perform work under this Agreement to certify to Partner 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 Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

11. Funding Cancellation. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

12. Governing Law. This 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 Elkhart County, State of Indiana.

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 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 Partner covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement 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, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner 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.

14. Contracting with Relatives. Pursuant to IC 36-1-21, if Partner is wholly or partially owned by a relative of an elected official of the City Partner certifies that Partner has notified in writing both the elected official of the City and the City's legal department prior to entering into this contract that an elected official of the City is a relative of an owner of Partner.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the City shall be sent to:

City of Goshen  
Attn: Legal Department  
204 E. Jefferson Street, Suite 2  
Goshen, IN 46526  
bodiestegelman@goshencity.com

B. Notices to the Partner shall be sent to (Include contact name and title, mailing and e-mail address):

Downtown Goshen, Inc  
Attn: Michelle Horning  
324 S 5<sup>th</sup> Street  
Goshen, IN 46528  
michhorning@gmail.com

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Partnership Application.

17. Termination for Breach.

A. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend payments under this Agreement, and suspend the Partner's participation in the City Community Service Partnership program until such time as all material breaches are cured to the City's satisfaction.

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

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award under this Agreement, this Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be effected by delivery to the Partner of a Termination Notice,

specifying effective date of termination and extent of termination. The Partner shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

19. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Partner attests, subject to the penalties for perjury, that the undersigned is the Partner or a properly authorized representative, agent, member, or officer of the Partner. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Partner, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

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

**CITY:**

**CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

Date: \_\_\_\_\_

**PARTNER:**

**DOWNTOWN GOSHEN, INC**

\_\_\_\_\_  
Veronica Berkey, President

Date: \_\_\_\_\_



**Legal Department, CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185

[www.goshenindiana.org](http://www.goshenindiana.org)

May 22, 2025

**To:** Board of Public Works and Safety  
**From:** Brandy L. Toms, Paralegal  
**Subject:** Community Service Partnership Agreements

The City of Goshen has many various community service organizations that provide services or programs to its residents in a manner more efficient than what the City could provide. The City has supported these organizations with funds in the past and wishes to continue to do so. These organizations were subject to an application process requiring specific documentation regarding their organization, a detailed description of how these funds will be used, and the organizations will need to account for how the funds were used. As such, before the Board today is the following Community Service Partnership Agreements:

Organization	Grant amount
Chamber of Commerce of Goshen IN, Inc.	\$50,000
Downtown Goshen, Inc. - Administrative	\$ 5,000
Downtown Goshen, Inc. – Façade Program	\$20,000
Downtown Goshen, Inc. – First Fridays	\$50,000
Economic Development Corporation of Elkhart County	\$25,000
Elkhart County Symphony Association	\$10,000
First In Chaplain Crisis Response Team	\$10,000
First Light Mission	\$30,000
Goshen Historical Society	\$15,000
South Bend Elkhart Regional Partnership	\$ 2,750
Warsaw Housing Authority	\$35,000

All of these applicants have provided all the required information and the agreements are now being brought before the Board for consideration and approval.

**Suggested Motion:** I move that the City of Goshen approve the agreements with Downtown Goshen Inc. – First Fridays Program, to support the projects outlined in their submitted applications and authorize Mayor Leichty to execute accordingly.

## **COMMUNITY SERVICE PARTNERSHIP AGREEMENT**

**With Downtown Goshen, Inc.**

**To Support Downtown Goshen, Inc First Fridays Program**

This Community Service Partnership Agreement ("Agreement"), entered into by and between the City of Goshen, Indiana ("the City") and Downtown Goshen, Inc. (the "Partner"), 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 Agreement; Funds Award.**

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Fifty Thousand Dollars (\$50,000), to the Partner to support the First Fridays Program, described in more detail in Partner's Community Services Partnership Application, incorporated herein by reference (the "Project").

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner's Community Services Partnership Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. **Representations and Warranties of the Partner.**

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

B. By entering into this Agreement, Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, 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 Partner.

3. **Implementation of and Reporting on the Project.**

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner's Community Services Partnership Application. Any modification of the Project from the description given in Partner's Community Services Partnership Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2025, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety and shall remain in effect through completion of the Project, or December 31, 2025, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Partnership Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City 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. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

B. Requests for payment will be processed only upon presentation of a claim in the form designated by the City, and must be submitted with accompanying supportive documentation as requested by the City.

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

A. whether Project activities are consistent with those set forth in the Partner's Community Services Partnership Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Partnership Application and that unpaid costs have been properly accrued; and

C. that Partner 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 Agreement and are fully and accurately reflected in Project reports submitted to the City.

8. Audits and Maintenance of Records. Partner may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

9. Compliance with Laws.

A. The Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Partner to determine whether the provisions of this Agreement require formal modification.

B. The Partner warrants that the Partner 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 any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further opportunities with the City under this program.

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

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

a. the Partner, except for *de minimis* and nonsystematic violations, has not violated the terms of:

(i) I.C. 24-4.7 [Telephone Solicitation of Consumers];

(ii) I.C. 24-5-12 [Telephone Solicitations]; or

(iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

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

b. the Partner will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

ii. The Partner and any principals of the Partner certify that an affiliate or principal of the Partner and any agent acting on behalf of the Partner or on behalf of an affiliate or principal of the Partner, except for *de minimis* and nonsystematic violations,



- a. has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and
  - b. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.
- 10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:
  - A. The Partner has enrolled and is participating in the E-Verify program;
  - B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;
  - C. The Partner does not knowingly employ an unauthorized alien.
  - D. The Partner shall require its contractors who perform work under this Agreement to certify to Partner 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 Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

11. Funding Cancellation. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

12. Governing Law. This 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 Elkhart County, State of Indiana.

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 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 Partner covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement 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, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner 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.

14. Contracting with Relatives. Pursuant to IC 36-1-21, if Partner is wholly or partially owned by a relative of an elected official of the City Partner certifies that Partner has notified in writing both the elected official of the City and the City's legal department prior to entering into this contract that an elected official of the City is a relative of an owner of Partner.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the City shall be sent to:

City of Goshen  
Attn: Legal Department  
204 E. Jefferson Street, Suite 2  
Goshen, IN 46526  
bodiestegelman@goshencity.com

B. Notices to the Partner shall be sent to (Include contact name and title, mailing and e-mail address):

Downtown Goshen, Inc  
Attn: Amanda Rose  
324 S 5<sup>th</sup> Street  
Goshen, IN 46528  
amanda@eyedart.com

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Partnership Application.

17. Termination for Breach.

A. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend payments under this Agreement, and suspend the Partner's participation in the City Community Service Partnership program until such time as all material breaches are cured to the City's satisfaction.

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

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award under this Agreement, this Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be effected by delivery to the Partner of a Termination Notice,

specifying effective date of termination and extent of termination. The Partner shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

19. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Partner attests, subject to the penalties for perjury, that the undersigned is the Partner or a properly authorized representative, agent, member, or officer of the Partner. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Partner, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

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

**CITY:**

**CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

Date: \_\_\_\_\_

**PARTNER:**

**DOWNTOWN GOSHEN, INC**

\_\_\_\_\_  
Veronica Berkey, President

Date: \_\_\_\_\_



**Legal Department, CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185

[www.goshenindiana.org](http://www.goshenindiana.org)

May 22, 2025

**To:** Board of Public Works and Safety  
**From:** Brandy L. Toms, Paralegal  
**Subject:** Community Service Partnership Agreements

The City of Goshen has many various community service organizations that provide services or programs to its residents in a manner more efficient than what the City could provide. The City has supported these organizations with funds in the past and wishes to continue to do so. These organizations were subject to an application process requiring specific documentation regarding their organization, a detailed description of how these funds will be used, and the organizations will need to account for how the funds were used. As such, before the Board today is the following Community Service Partnership Agreements:

Organization	Grant amount
Chamber of Commerce of Goshen IN, Inc.	\$50,000
Downtown Goshen, Inc. - Administrative	\$ 5,000
Downtown Goshen, Inc. – Façade Program	\$20,000
Downtown Goshen, Inc. – First Fridays	\$50,000
Economic Development Corporation of Elkhart County	\$25,000
Elkhart County Symphony Association	\$10,000
First In Chaplain Crisis Response Team	\$10,000
First Light Mission	\$30,000
Goshen Historical Society	\$15,000
South Bend Elkhart Regional Partnership	\$ 2,750
Warsaw Housing Authority	\$35,000

All of these applicants have provided all the required information and the agreements are now being brought before the Board for consideration and approval.

**Suggested Motion:** I move that the City of Goshen approve the agreements with Economic Development of Elkhart County, to support the projects outlined in their submitted applications and authorize Mayor Leichty to execute accordingly.

**COMMUNITY SERVICE**  
**PARTNERSHIP AGREEMENT**

With Economic Development Corporation of Elkhart County to

Promote and Support Local Economic Development

This Community Service Partnership Agreement ("Agreement"), entered into by and between the City of Goshen, Indiana ("the City") and Economic Development Corporation of Elkhart County (the "Partner"), 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 Agreement; Funds Award.

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Twenty-Five Thousand Dollars (\$25,000), to the Partner for eligible costs of the services for the Promotion and Support of Local Economic Development described in more detail in Partner's Community Services Partnership Application, incorporated herein by reference (the "Project").

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner's Community Services Partnership Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. Representations and Warranties of the Partner.

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

B. By entering into this Agreement, Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, 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 Partner.

3. Implementation of and Reporting on the Project.

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner's Community Services Partnership Application. Any

modification of the Project from the description given in Partner's Community Services Partnership Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2025, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety and shall remain in effect through completion of the Project, or December 31, 2025, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Partnership Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City 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. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

B. Requests for payment will be processed only upon presentation of a claim in the form designated by the City and must be submitted with accompanying supportive documentation as requested by the City.

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

A. whether Project activities are consistent with those set forth in the Partner's Community Services Partnership Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Partnership Application and that unpaid costs have been properly accrued; and

C. that Partner 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 Agreement and are fully and accurately reflected in Project reports submitted to the City.

8. Audits and Maintenance of Records. Partner may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

9. Compliance with Laws.

A. The Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Partner to determine whether the provisions of this Agreement require formal modification.

B. The Partner warrants that the Partner 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 any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further opportunities with the City under this program.

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

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

a. the Partner, except for *de minimis* and nonsystematic violations, has not violated the terms of:

(i) I.C. 24-4.7 [Telephone Solicitation of Consumers];

(ii) I.C. 24-5-12 [Telephone Solicitations]; or

(iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

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

b. the Partner will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

ii. The Partner and any principals of the Partner certify that an affiliate or principal of the Partner and any agent acting on behalf of the Partner or on behalf



of an affiliate or principal of the Partner, except for *de minimis* and nonsystematic violations,

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

d. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.

10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:

A. The Partner has enrolled and is participating in the E-Verify program;

B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;

A. The Partner does not knowingly employ an unauthorized alien.

B. The Partner shall require its contractors who perform work under this Agreement to certify to Partner 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 Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

11. Funding Cancellation. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

12. Governing Law. This 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 Elkhart County, State of Indiana.

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 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 Partner covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement 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, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner 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.

14. Contracting with Relatives.

Pursuant to IC 36-1-21, if Partner is wholly or partially owned by a relative of an elected official of the City Partner certifies that Partner has notified in writing both the elected official of the City and the City's legal department prior to entering into this contract that an elected official of the City is a relative of an owner of Partner.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the City shall be sent to:

City of Goshen  
Attn: Legal Department  
204 E. Jefferson Street  
Goshen, IN 46526  
bodiestegelman@goshencity.com

B. Notices to the Partner shall be sent to (Include contact name and title, mailing and e-mail address):

Economic Development Corporation of Elkhart County  
Attn: Chris Stager, **Executive Director**  
300 NIBCO Parkway, Suite 201  
Elkhart, IN 46516  
chris@elkhartcountybiz.com

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Partnership Application.

17. Termination for Breach.

A. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend payments under this Agreement, and suspend the Partner's participation in the City Community Service Partnership program until such time as all material breaches are cured to the City's satisfaction.

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

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award under this Agreement, this Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be effected by delivery to the Partner of a Termination Notice, specifying effective date of termination and extent of termination. The Partner shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

19. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Partner attests, subject to the penalties for perjury, that the undersigned is the Partner or a properly authorized representative, agent, member, or officer of the Partner. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Partner, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

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

**CITY:**

**CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Date

**PARTNER:**

**ECONOMIC DEVELOPMENT  
CORPORATION OF ELKHART COUNTY**

\_\_\_\_\_  
Chris Stager, Executive Director

\_\_\_\_\_  
Date



**Legal Department, CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185

[www.goshenindiana.org](http://www.goshenindiana.org)

May 22, 2025

**To:** Board of Public Works and Safety  
**From:** Brandy L. Toms, Paralegal  
**Subject:** Community Service Partnership Agreements

The City of Goshen has many various community service organizations that provide services or programs to its residents in a manner more efficient than what the City could provide. The City has supported these organizations with funds in the past and wishes to continue to do so. These organizations were subject to an application process requiring specific documentation regarding their organization, a detailed description of how these funds will be used, and the organizations will need to account for how the funds were used. As such, before the Board today is the following Community Service Partnership Agreements:

Organization	Grant amount
Chamber of Commerce of Goshen IN, Inc.	\$50,000
Downtown Goshen, Inc. - Administrative	\$ 5,000
Downtown Goshen, Inc. – Façade Program	\$20,000
Downtown Goshen, Inc. – First Fridays	\$50,000
Economic Development Corporation of Elkhart County	\$25,000
Elkhart County Symphony Association	\$10,000
First In Chaplain Crisis Response Team	\$10,000
First Light Mission	\$30,000
Goshen Historical Society	\$15,000
South Bend Elkhart Regional Partnership	\$ 2,750
Warsaw Housing Authority	\$35,000

All of these applicants have provided all the required information and the agreements are now being brought before the Board for consideration and approval.

**Suggested Motion:** I move that the City of Goshen approve the agreements with Elkhart County Symphony Association, to support the projects outlined in their submitted applications and authorize Mayor Leichty to execute accordingly.

## **COMMUNITY SERVICE PARTNERSHIP AGREEMENT**

### **With Elkhart County Symphony Association for the 2025-2026 Season Support**

This Community Service Partnership Agreement ("Agreement"), entered into by and between the City of Goshen, Indiana ("the City") and Elkhart County Symphony Association (the "Partner"), 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 Agreement; Funds Award.**

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Ten Thousand Dollars (\$10,000), to the Partner in support of the 2025-2026 Elkhart County Symphony Season Support Project, described in more detail in Partner's Community Services Partnership Application, incorporated herein by reference (the "Project").

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner's Community Services Partnership Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. **Representations and Warranties of the Partner.**

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

B. By entering into this Agreement, Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, 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 Partner.

3. **Implementation of and Reporting on the Project.**

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner's Community Services Partnership Application. Any

modification of the Project from the description given in Partner's Community Services Partnership Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2025, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety and shall remain in effect through completion of the Project, or December 31, 2025, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Partnership Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City 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. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

B. Requests for payment will be processed only upon presentation of a claim in the form designated by the City and must be submitted with accompanying supportive documentation as requested by the City.

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

A. whether Project activities are consistent with those set forth in the Partner's Community Services Partnership Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Partnership Application and that unpaid costs have been properly accrued; and

C. that Partner 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 Agreement and are fully and accurately reflected in Project reports submitted to the City.

8. Audits and Maintenance of Records. Partner may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

9. Compliance with Laws.

A. The Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Partner to determine whether the provisions of this Agreement require formal modification.

B. The Partner warrants that the Partner 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 any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further opportunities with the City under this program.

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

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

a. the Partner, except for *de minimis* and nonsystematic violations, has not violated the terms of:

(i) I.C. 24-4.7 [Telephone Solicitation of Consumers];

(ii) I.C. 24-5-12 [Telephone Solicitations]; or

(iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

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

b. the Partner will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

ii. The Partner and any principals of the Partner certify that an affiliate or principal of the Partner and any agent acting on behalf of the Partner or on behalf

of an affiliate or principal of the Partner, except for *de minimis* and nonsystematic violations,

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

b. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.

10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:

A. The Partner has enrolled and is participating in the E-Verify program;

B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;

C. The Partner does not knowingly employ an unauthorized alien.

D. The Partner shall require its contractors who perform work under this Agreement to certify to Partner 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 Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

11. Funding Cancellation. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

12. Governing Law. This 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 Elkhart County, State of Indiana.

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 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 Partner covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement 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, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.



The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner 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.

14. Contracting with Relatives.

Pursuant to IC 36-1-21, if Partner is wholly or partially owned by a relative of an elected official of the City Partner certifies that Partner has notified in writing both the elected official of the City and the City's legal department prior to entering into this contract that an elected official of the City is a relative of an owner of Partner.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the City shall be sent to:

City of Goshen  
Attn: Legal Department  
204 E. Jefferson Street, Suite 2  
Goshen, IN 46526  
[bodiestegelman@goshencity.com](mailto:bodiestegelman@goshencity.com)

B. Notices to the Partner shall be sent to (Include contact name and title, mailing and e-mail address):

Elkhart County Symphony Association  
Attn: Wayne Stubbs, President  
307 South Main Street, Suite 302  
Elkhart, IN 46516  
[wstubbs1956@gmail.com](mailto:wstubbs1956@gmail.com)

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Partnership Application.

17. Termination for Breach.

A. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend payments under this Agreement, and suspend the Partner's participation in the City Community Service Partnership program until such time as all material breaches are cured to the City's satisfaction.

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

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award under this Agreement, this Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be effected by delivery to the Partner of a Termination Notice, specifying effective date of termination and extent of termination. The Partner shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

19. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Partner attests, subject to the penalties for perjury, that the undersigned is the Partner or a properly authorized representative, agent, member, or officer of the Partner. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Partner, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

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

**CITY:**

**CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

Date: \_\_\_\_\_

**PARTNER:**

**ELKAHRT COUNTY SYMPHONY ASSOC.**

\_\_\_\_\_  
Wayne Stubbs, President

Date: \_\_\_\_\_



**Legal Department, CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185

[www.goshenindiana.org](http://www.goshenindiana.org)

May 22, 2025

**To:** Board of Public Works and Safety  
**From:** Brandy L. Toms, Paralegal  
**Subject:** Community Service Partnership Agreements

The City of Goshen has many various community service organizations that provide services or programs to its residents in a manner more efficient than what the City could provide. The City has supported these organizations with funds in the past and wishes to continue to do so. These organizations were subject to an application process requiring specific documentation regarding their organization, a detailed description of how these funds will be used, and the organizations will need to account for how the funds were used. As such, before the Board today is the following Community Service Partnership Agreements:

Organization	Grant amount
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Downtown Goshen, Inc. - Administrative	\$ 5,000
Downtown Goshen, Inc. – Façade Program	\$20,000
Downtown Goshen, Inc. – First Fridays	\$50,000
Economic Development Corporation of Elkhart County	\$25,000
Elkhart County Symphony Association	\$10,000
First In Chaplain Crisis Response Team	\$10,000
First Light Mission	\$30,000
Goshen Historical Society	\$15,000
South Bend Elkhart Regional Partnership	\$ 2,750
Warsaw Housing Authority	\$35,000

All of these applicants have provided all the required information and the agreements are now being brought before the Board for consideration and approval.

**Suggested Motion:** I move that the City of Goshen approve the agreements with First In Chaplain Crisis Response Team, to support the projects outlined in their submitted applications and authorize Mayor Leichthy to execute accordingly.

**COMMUNITY SERVICE**  
**PARTNERSHIP AGREEMENT**

With First In Chaplain Crisis Response Team for Operational Support  
for the Chaplain Service to Goshen Fire & Police Departments

This Community Service Partnership Agreement ("Agreement"), entered into by and between the City of Goshen, Indiana ("the City") and First In Chaplain Crisis Response Team (the "Partner"), 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 Agreement; Funds Award.

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Ten Thousand Dollars (\$10,000), to the Partner for operational support for the Chaplain Service to Goshen Fire & Police Departments, described in more detail in Partner's Community Services Partnership Application, incorporated herein by reference (the "Project").

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner's Community Services Partnership Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. Representations and Warranties of the Partner.

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

B. By entering into this Agreement, Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, 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 Partner.

3. Implementation of and Reporting on the Project.

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner's Community Services Partnership Application. Any

modification of the Project from the description given in Partner's Community Services Partnership Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2025, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety and shall remain in effect through completion of the Project, or December 31, 2025, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Partnership Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City 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. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

B. Requests for payment will be processed only upon presentation of a claim in the form designated by the City, and must be submitted with accompanying supportive documentation as requested by the City.

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

A. whether Project activities are consistent with those set forth in the Partner's Community Services Partnership Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Partnership Application and that unpaid costs have been properly accrued; and

C. that Partner 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 Agreement and are fully and accurately reflected in Project reports submitted to the City.

8. Audits and Maintenance of Records. Partner may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

9. Compliance with Laws.

A. The Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Partner to determine whether the provisions of this Agreement require formal modification.

B. The Partner warrants that the Partner 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 any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further opportunities with the City under this program.

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

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

a. the Partner, except for *de minimis* and nonsystematic violations, has not violated the terms of:

(i) I.C. 24-4.7 [Telephone Solicitation of Consumers];

(ii) I.C. 24-5-12 [Telephone Solicitations]; or

(iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

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

b. the Partner will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

ii. The Partner and any principals of the Partner certify that an affiliate or principal of the Partner and any agent acting on behalf of the Partner or on behalf

of an affiliate or principal of the Partner, except for *de minimis* and nonsystematic violations,

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

d. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.

10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:

A. The Partner has enrolled and is participating in the E-Verify program;

B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;

A. The Partner does not knowingly employ an unauthorized alien.

B. The Partner shall require its contractors who perform work under this Agreement to certify to Partner 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 Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

11. Funding Cancellation. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

12. Governing Law. This 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 Elkhart County, State of Indiana.

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 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 Partner covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement 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, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner 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.

14. Contracting with Relatives.

Pursuant to IC 36-1-21, if Partner is wholly or partially owned by a relative of an elected official of the City Partner certifies that Partner has notified in writing both the elected official of the City and the City's legal department prior to entering into this contract that an elected official of the City is a relative of an owner of Partner.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the City shall be sent to:

City of Goshen  
Attn: Legal Department  
204 E. Jefferson Street  
Goshen, IN 46526  
bodiestegelman@goshencity.com

B. Notices to the Partner shall be sent to (Include contact name and title, mailing and e-mail address):

First In Chaplain Crisis Response Team  
Attn: Gregory Lanzen, President  
801 S. Wilkinson Street  
Goshen, IN 46528  
director@firstlightmission.org

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Partnership Application.

17. Termination for Breach.

A. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend payments under this Agreement, and suspend the Partner's participation in the City Community Service Partnership program until such time as all material breaches are cured to the City's satisfaction.

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



18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award under this Agreement, this Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be effected by delivery to the Partner of a Termination Notice, specifying effective date of termination and extent of termination. The Partner shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

19. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Partner attests, subject to the penalties for perjury, that the undersigned is the Partner or a properly authorized representative, agent, member, or officer of the Partner. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Partner, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

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

**CITY:**

**CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Date

**PARTNER:**

**FIRST IN CHAPLAIN CRISIS RESPONSE TEAM**

\_\_\_\_\_  
Greggory Lanzen, President

\_\_\_\_\_  
Date



**Legal Department, CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185

[www.goshenindiana.org](http://www.goshenindiana.org)

May 22, 2025

**To:** Board of Public Works and Safety  
**From:** Brandy L. Toms, Paralegal  
**Subject:** Community Service Partnership Agreements

The City of Goshen has many various community service organizations that provide services or programs to its residents in a manner more efficient than what the City could provide. The City has supported these organizations with funds in the past and wishes to continue to do so. These organizations were subject to an application process requiring specific documentation regarding their organization, a detailed description of how these funds will be used, and the organizations will need to account for how the funds were used. As such, before the Board today is the following Community Service Partnership Agreements:

Organization	Grant amount
Chamber of Commerce of Goshen IN, Inc.	\$50,000
Downtown Goshen, Inc. - Administrative	\$ 5,000
Downtown Goshen, Inc. – Façade Program	\$20,000
Downtown Goshen, Inc. – First Fridays	\$50,000
Economic Development Corporation of Elkhart County	\$25,000
Elkhart County Symphony Association	\$10,000
First In Chaplain Crisis Response Team	\$10,000
First Light Mission	\$30,000
Goshen Historical Society	\$15,000
South Bend Elkhart Regional Partnership	\$ 2,750
Warsaw Housing Authority	\$35,000

All of these applicants have provided all the required information and the agreements are now being brought before the Board for consideration and approval.

**Suggested Motion:** I move that the City of Goshen approve the agreements with First Light Mission, to support the projects outlined in their submitted applications and authorize Mayor Leichty to execute accordingly.

**COMMUNITY SERVICE**  
**PARTNERSHIP AGREEMENT**

**With GIHN dba First Light Mission to Provide Operational Support and Expansion Costs**

This Community Service Partnership Agreement ("Agreement"), entered into by and between the City of Goshen, Indiana ("the City") and GIHN dba First Light Mission (the "Partner"), 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 Agreement; Funds Award.**

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Thirty Thousand Dollars (\$30,000), to the Partner for eligible operational support and expansion costs described in more detail in Partner's Community Services Partnership Application, incorporated herein by reference (the "Project").

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner's Community Services Partnership Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. **Representations and Warranties of the Partner.**

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

B. By entering into this Agreement, Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, 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 Partner.

3. **Implementation of and Reporting on the Project.**

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner's Community Services Partnership Application. Any modification of the Project from the description given in Partner's Community Services Partnership Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2025, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety and shall remain in effect through completion of the Project, or December 31, 2025, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Partnership Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City 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. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

B. Requests for payment will be processed only upon presentation of a claim in the form designated by the City, and must be submitted with accompanying supportive documentation as requested by the City.

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

A. whether Project activities are consistent with those set forth in the Partner's Community Services Partnership Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Partnership Application and that unpaid costs have been properly accrued; and

C. that Partner 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 Agreement and are fully and accurately reflected in Project reports submitted to the City.

8. Audits and Maintenance of Records. Partner may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

9. Compliance with Laws.

A. The Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Partner to determine whether the provisions of this Agreement require formal modification.

B. The Partner warrants that the Partner 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 any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further opportunities with the City under this program.

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

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

a. the Partner, except for *de minimis* and nonsystematic violations, has not violated the terms of:

(i) I.C. 24-4.7 [Telephone Solicitation of Consumers];

(ii) I.C. 24-5-12 [Telephone Solicitations]; or

(iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

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

b. the Partner will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

ii. The Partner and any principals of the Partner certify that an affiliate or principal of the Partner and any agent acting on behalf of the Partner or on behalf of an affiliate or principal of the Partner, except for *de minimis* and nonsystematic violations,

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

d. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.

10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:

A. The Partner has enrolled and is participating in the E-Verify program;

B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;

A. The Partner does not knowingly employ an unauthorized alien.

B. The Partner shall require its contractors who perform work under this Agreement to certify to Partner 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 Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

11. Funding Cancellation. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

12. Governing Law. This 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 Elkhart County, State of Indiana.

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 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 Partner covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement 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, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner 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.

14. Contracting with Relatives.

Pursuant to IC 36-1-21, if Partner is wholly or partially owned by a relative of an elected official of the City Partner certifies that Partner has notified in writing both the elected official of the City and the City's legal department prior to entering into this contract that an elected official of the City is a relative of an owner of Partner.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the City shall be sent to:

City of Goshen  
Attn: Legal Department  
204 E. Jefferson Street  
Goshen, IN 46526  
bodiestegelman@goshencity.com

B. Notices to the Partner shall be sent to (Include contact name and title, mailing and e-mail address):

GIHN dba First Light Mission  
Attn: Mindy Morehead, Executive Director  
801 S. Wilkinson Street  
Goshen, IN 46528  
director@firstlightmission.org

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Partnership Application.

17. Termination for Breach.

A. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend payments under this Agreement, and suspend the Partner's participation in the City Community Service Partnership program until such time as all material breaches are cured to the City's satisfaction.

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

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award under this Agreement, this Agreement may be terminated, in whole or in part, by

the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be effected by delivery to the Partner of a Termination Notice, specifying effective date of termination and extent of termination. The Partner shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

19. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Partner attests, subject to the penalties for perjury, that the undersigned is the Partner or a properly authorized representative, agent, member, or officer of the Partner. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Partner, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

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

**CITY:**

**CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Date

**PARTNER:**

**GIHN DBA FIRST LIGHT MISSION**

\_\_\_\_\_  
Mindy Morehead, Director

\_\_\_\_\_  
Date



**COMMUNITY SERVICE**  
**PARTNERSHIP AGREEMENT**

**With Goshen Historical Society Museum to Provide Operational and Staff Support Costs**

This Community Service Partnership Agreement ("Agreement"), entered into by and between the City of Goshen, Indiana ("the City") and Goshen Historical Society (the "Partner"), 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 Agreement; Funds Award.**

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Fifteen Thousand Dollars (\$15,000), to the Partner for eligible costs for operational and staff support, described in more detail in Partner's Community Services Partnership Application, incorporated herein by reference (the "Project").

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner's Community Services Partnership Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. **Representations and Warranties of the Partner.**

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

B. By entering into this Agreement, Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, 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 Partner.

3. **Implementation of and Reporting on the Project.**

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner's Community Services Partnership Application. Any

modification of the Project from the description given in Partner's Community Services Partnership Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2025, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety and shall remain in effect through completion of the Project, or December 31, 2025, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Partnership Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City 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. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

B. Requests for payment will be processed only upon presentation of a claim in the form designated by the City, and must be submitted with accompanying supportive documentation as requested by the City.

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

A. whether Project activities are consistent with those set forth in the Partner's Community Services Partnership Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Partnership Application and that unpaid costs have been properly accrued; and

C. that Partner 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 Agreement and are fully and accurately reflected in Project reports submitted to the City.

8. Audits and Maintenance of Records. Partner may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

9. Compliance with Laws.

A. The Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Partner to determine whether the provisions of this Agreement require formal modification.

B. The Partner warrants that the Partner 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 any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further opportunities with the City under this program.

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

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

a. the Partner, except for *de minimis* and nonsystematic violations, has not violated the terms of:

(i) I.C. 24-4.7 [Telephone Solicitation of Consumers];

(ii) I.C. 24-5-12 [Telephone Solicitations]; or

(iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

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

b. the Partner will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

ii. The Partner and any principals of the Partner certify that an affiliate or principal of the Partner and any agent acting on behalf of the Partner or on behalf

of an affiliate or principal of the Partner, except for *de minimis* and nonsystematic violations,

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

b. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.

10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:

A. The Partner has enrolled and is participating in the E-Verify program;

B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;

C. The Partner does not knowingly employ an unauthorized alien.

D. The Partner shall require its contractors who perform work under this Agreement to certify to Partner 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 Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

11. Funding Cancellation. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

12. Governing Law. This 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 Elkhart County, State of Indiana.

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 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 Partner covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement 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, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner 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.

14. Contracting with Relatives.

Pursuant to IC 36-1-21, if Partner is wholly or partially owned by a relative of an elected official of the City Partner certifies that Partner has notified in writing both the elected official of the City and the City's legal department prior to entering into this contract that an elected official of the City is a relative of an owner of Partner.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the City shall be sent to:

City of Goshen  
Attn: Legal Department  
204 E. Jefferson Street, Suite 2  
Goshen, IN 46526  
bodiestegelman@goshencity.com

B. Notices to the Partner shall be sent to (Include contact name and title, mailing and e-mail address):

Goshen Historical Society  
Attn: Ron Hoke, Executive Director  
124 S. Main Street  
Goshen, IN 46526  
[museum@goshenhistorical.org](mailto:museum@goshenhistorical.org)

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Partnership Application.

17. Termination for Breach.

A. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend payments under this Agreement, and suspend the Partner's participation in the City Community Service Partnership program until such time as all material breaches are cured to the City's satisfaction.

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

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award under this Agreement, this Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be effected by delivery to the Partner of a Termination Notice, specifying effective date of termination and extent of termination. The Partner shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

19. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Partner attests, subject to the penalties for perjury, that the undersigned is the Partner or a properly authorized representative, agent, member, or officer of the Partner. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Partner, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

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

**CITY:**

**CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

Date: \_\_\_\_\_

**PARTNER:**

**GOSHEN HISTORICAL SOCIETY**

\_\_\_\_\_  
Ron Hoke, Executive Director

Date: \_\_\_\_\_



**Legal Department, CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185

[www.goshenindiana.org](http://www.goshenindiana.org)

May 22, 2025

**To:** Board of Public Works and Safety  
**From:** Brandy L. Toms, Paralegal  
**Subject:** Community Service Partnership Agreements

The City of Goshen has many various community service organizations that provide services or programs to its residents in a manner more efficient than what the City could provide. The City has supported these organizations with funds in the past and wishes to continue to do so. These organizations were subject to an application process requiring specific documentation regarding their organization, a detailed description of how these funds will be used, and the organizations will need to account for how the funds were used. As such, before the Board today is the following Community Service Partnership Agreements:

Organization	Grant amount
Chamber of Commerce of Goshen IN, Inc.	\$50,000
Downtown Goshen, Inc. - Administrative	\$ 5,000
Downtown Goshen, Inc. – Façade Program	\$20,000
Downtown Goshen, Inc. – First Fridays	\$50,000
Economic Development Corporation of Elkhart County	\$25,000
Elkhart County Symphony Association	\$10,000
First In Chaplain Crisis Response Team	\$10,000
First Light Mission	\$30,000
Goshen Historical Society	\$15,000
South Bend Elkhart Regional Partnership	\$ 2,750
Warsaw Housing Authority	\$35,000

All of these applicants have provided all the required information and the agreements are now being brought before the Board for consideration and approval.

**Suggested Motion:** I move that the City of Goshen approve the agreements with South Bend Elkhart Regional Partnership, to support the projects outlined in their submitted applications and authorize Mayor Leichthy to execute accordingly.

## **AGREEMENT**

### **With Michiana Partnership, Inc D/B/A South Bend Elkhart Regional Partnership and Affiliate**

#### **To Support Regional Economic Development Strategies**

This Agreement ("Agreement"), entered into by and between the City of Goshen, Indiana ("the City") and (D/B/A) South Bend Elkhart Regional Partnership and Affiliate (the "Partner"), 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 Agreement; Grant Funds.**

A. The purpose of this Agreement is to enable the City to award a grant, in - the amount of Two Thousand Seven Hundred Fifty Dollars (\$2,750.00), to the Partner in support of regional economic development strategies described in more detail in Partner's Community Services Grant Application, incorporated herein by reference (the "Project").

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner's Community Services Grant Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. **Representations and Warranties of the Partner.**

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

B. By entering into this Agreement, Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, 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 Partner.

3. **Implementation of and Reporting on the Project.**

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner's Community Services Grant Application. Any



modification of the Project from the description given in Partner's Community Services Grant Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2025, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and shall remain in effect through completion of the Project, or December 31, 2025, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Grant Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the grant funds is not prohibited by statute or regulation, and the City 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. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

B. Requests for payment will be processed only upon presentation of a claim in the form designated by the City, and must be submitted with accompanying supportive documentation as requested by the City.

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

A. whether Project activities are consistent with those set forth in the Partner's Community Services Grant Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Grant Application and that unpaid costs have been properly accrued; and

C. that Partner 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 Agreement and are fully and accurately reflected in Project reports submitted to the City.

8. Audits and Maintenance of Records. Partner may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

9. Compliance with Laws.

A. The Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Partner to determine whether the provisions of this Agreement require formal modification.

B. The Partner warrants that the Partner 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 any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of grant opportunities with the City.

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

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

a. the Partner, except for *de minimis* and nonsystematic violations, has not violated the terms of:

(i) I.C. 24-4.7 [Telephone Solicitation of Consumers];

(ii) I.C. 24-5-12 [Telephone Solicitations]; or

(iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

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

b. the Partner will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

ii. The Partner and any principals of the Partner certify that an affiliate or principal of the Partner and any agent acting on behalf of the Partner or on behalf of an affiliate or principal of the Partner, except for *de minimis* and nonsystematic violations,

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

b. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.

10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:

A. The Partner has enrolled and is participating in the E-Verify program;

B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;

C. The Partner does not knowingly employ an unauthorized alien.

D. The Partner shall require its contractors who perform work under this Agreement to certify to Partner 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 Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

11. Funding Cancellation. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

12. Governing Law. This 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 Elkhart County, State of Indiana.

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 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 Partner 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, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner 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.

14. Contracting with Relatives. Pursuant to IC 36-1-21, if Partner is wholly or partially owned by a relative of an elected official of the City Partner certifies that Partner has notified in writing both the elected official of the City and the City's legal department prior to entering into this contract that an elected official of the City is a relative of an owner of Partner.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the City shall be sent to:

City of Goshen  
Attn: Legal Department  
204 E. Jefferson Street, Suite 2  
Goshen, IN 46526  
bodiestegelmann@goshencity.com

B. Notices to the Partner shall be sent to (Include contact name and title, mailing and e-mail address):

South Bend Elkhart Regional Partnership  
Attn: Bethany Hartley  
635 S. Lafayette Blvd, Ste 123  
South Bend, IN 46601  
bhartley@southbendelkhart.org

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Grant Application.

17. Termination for Breach.

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

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

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the grant, this Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be affected by delivery to the Partner of a Termination Notice, specifying effective date of termination and extent of termination. The Partner shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

19. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Partner attests, subject to the penalties for perjury, that the undersigned is the Partner or a properly authorized representative, agent, member, or officer of the Partner. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Partner, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

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

**CITY:**

**CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Date

**PARTNER:**

**MICHIANA PARTNERSHIP, INC DBA SOUTH  
BEND ELKHART REGIONAL PARTNERSHIP**

\_\_\_\_\_  
Bethany Harley, President and CEO

\_\_\_\_\_  
Date



**Legal Department, CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185

[www.goshenindiana.org](http://www.goshenindiana.org)

May 22, 2025

**To:** Board of Public Works and Safety  
**From:** Brandy L. Toms, Paralegal  
**Subject:** Community Service Partnership Agreements

The City of Goshen has many various community service organizations that provide services or programs to its residents in a manner more efficient than what the City could provide. The City has supported these organizations with funds in the past and wishes to continue to do so. These organizations were subject to an application process requiring specific documentation regarding their organization, a detailed description of how these funds will be used, and the organizations will need to account for how the funds were used. As such, before the Board today is the following Community Service Partnership Agreements:

Organization	Grant amount
Chamber of Commerce of Goshen IN, Inc.	\$50,000
Downtown Goshen, Inc. - Administrative	\$ 5,000
Downtown Goshen, Inc. – Façade Program	\$20,000
Downtown Goshen, Inc. – First Fridays	\$50,000
Economic Development Corporation of Elkhart County	\$25,000
Elkhart County Symphony Association	\$10,000
First In Chaplain Crisis Response Team	\$10,000
First Light Mission	\$30,000
Goshen Historical Society	\$15,000
South Bend Elkhart Regional Partnership	\$ 2,750
Warsaw Housing Authority	\$35,000

All of these applicants have provided all the required information and the agreements are now being brought before the Board for consideration and approval.

**Suggested Motion:** I move that the City of Goshen approve the agreements with Warsaw Housing Authority, to support the projects outlined in their submitted applications and authorize Mayor Leichthy to execute accordingly.

**COMMUNITY SERVICE**  
**PARTNERSHIP AGREEMENT**

**With Warsaw Housing Authority to Provide Operational and Programming Support**

This Community Service Partnership Agreement ("Agreement"), entered into by and between the City of Goshen, Indiana ("the City") and North Central Indiana Housing dba Warsaw Housing Authority (the "Partner"), 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 Agreement; Funds Award.**

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Thirty-Five Thousand Dollars (\$35,000), to the Partner for eligible operational and programming support costs described in more detail in Partner's Community Services Partnership Application, incorporated herein by reference (the "Project").

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner's Community Services Partnership Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. **Representations and Warranties of the Partner.**

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

B. By entering into this Agreement, Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, 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 Partner.

3. **Implementation of and Reporting on the Project.**

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner's Community Services Partnership Application. Any

modification of the Project from the description given in Partner's Community Services Partnership Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2025, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety and shall remain in effect through completion of the Project, or December 31, 2025, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Partnership Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City 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. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

B. Requests for payment will be processed only upon presentation of a claim in the form designated by the City, and must be submitted with accompanying supportive documentation as requested by the City.

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

A. whether Project activities are consistent with those set forth in the Partner's Community Services Partnership Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Partnership Application and that unpaid costs have been properly accrued; and

C. that Partner 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 Agreement and are fully and accurately reflected in Project reports submitted to the City.

8. Audits and Maintenance of Records. Partner may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

9. Compliance with Laws.

A. The Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Partner to determine whether the provisions of this Agreement require formal modification.

B. The Partner warrants that the Partner 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 any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further opportunities with the City under this program.

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

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

a. the Partner, except for *de minimis* and nonsystematic violations, has not violated the terms of:

(i) I.C. 24-4.7 [Telephone Solicitation of Consumers];

(ii) I.C. 24-5-12 [Telephone Solicitations]; or

(iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

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

b. the Partner will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

ii. The Partner and any principals of the Partner certify that an affiliate or principal of the Partner and any agent acting on behalf of the Partner or on behalf

of an affiliate or principal of the Partner, except for *de minimis* and nonsystematic violations,

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

d. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.

10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:

A. The Partner has enrolled and is participating in the E-Verify program;

B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;

A. The Partner does not knowingly employ an unauthorized alien.

B. The Partner shall require its contractors who perform work under this Agreement to certify to Partner 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 Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

11. Funding Cancellation. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

12. Governing Law. This 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 Elkhart County, State of Indiana.

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 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 Partner covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement 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, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner 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.

14. Contracting with Relatives.

Pursuant to IC 36-1-21, if Partner is wholly or partially owned by a relative of an elected official of the City Partner certifies that Partner has notified in writing both the elected official of the City and the City's legal department prior to entering into this contract that an elected official of the City is a relative of an owner of Partner.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the City shall be sent to:

City of Goshen  
Attn: Legal Department  
204 E. Jefferson Street  
Goshen, IN 46526  
bodiestegelman@goshencity.com

B. Notices to the Partner shall be sent to (Include contact name and title, mailing and e-mail address):

North Central Indiana Housing (Warsaw Housing Authority)  
Attn: Pam Kennedy, Executive Director  
109 Catherine Street  
PO Box 387  
Milford, IN 46542  
pkennedy@warsawhousing.com

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Partnership Application.

17. Termination for Breach.

A. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend payments under this Agreement, and suspend the Partner's participation in the City Community Service Partnership program until such time as all material breaches are cured to the City's satisfaction.

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

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award under this Agreement, this Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be effected by delivery to the Partner of a Termination Notice, specifying effective date of termination and extent of termination. The Partner shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

19. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Partner attests, subject to the penalties for perjury, that the undersigned is the Partner or a properly authorized representative, agent, member, or officer of the Partner. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Partner, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

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

**CITY:**

**CITY OF GOSHEN, INDIANA**

---

Gina Leichty, Mayor

---

Date

**PARTNER:**

**WARSAW HOUSING AUTHORITY**

---

Pam Kennedy, Executive Director

---

Date



## **CITY OF GOSHEN LEGAL DEPARTMENT**

City Annex  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

May 22, 2025

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Agreement with Baker Tilly Advisory Group, LP for consulting services on City's Annual Accounting and Reporting Support, Long-term Plan, Budgets, and Appropriations.

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached agreement with Baker Tilly Advisory Group, LP for City's Annual Accounting, Reporting, Long-Term Planning, Budgeting, and Appropriations Support. Baker Tilly Advisory Group, LP's total annual compensation under this agreement will not exceed \$71,200 with both Parties understanding each has the right to terminate at any time after reasonable advance written notice.

### **Suggested Motion:**

Approve and authorize Mayor Leichty to execute the agreement with Baker Tilly Advisory Group, LP for City's Annual Accounting, Reporting, Long-Term Planning, Budgeting, and Appropriations Support at an annual cost not to exceed \$71,200 with both Parties understanding each has the right to terminate at any time after reasonable advance written notice



Baker Tilly Advisory Group, LP  
9229 Delegates Row  
Suite 400  
Indianapolis, IN 46240  
United States of America

T: +1 (317) 465 1500  
F: +1 (317) 465 1550

[bakertilly.com](http://bakertilly.com)

April 11, 2025

City of Goshen, Indiana  
The Honorable Gina Leichty, Mayor  
202 South Fifth Street, Suite 2  
Goshen, IN 46528-3714

RE: Engagement Letter Agreement Related to Services

This letter agreement (the Engagement Letter or Agreement) is to confirm our understanding of the basis upon which Baker Tilly Advisory Group, LP (Baker Tilly) and its affiliates are being engaged by the City of Goshen, Indiana (the Client) to assist the Client with advisory services.

### **Scope, Objectives and Approach**

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

### **Management's Responsibilities**

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

### **Ownership of Intellectual Property**

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices (Deliverables). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices (Baker Tilly's Preexisting Knowledge) (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

### **Timing and Fees**

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

### **Dispute Resolution**

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any of the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

### **Limitation on Damages**

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.



You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

#### **Other Matters**

##### E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

##### Investments

Baker Tilly certifies that pursuant to Indiana Code 5-22-16.5 *et seq.* Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

##### Non-Discrimination

Pursuant to Indiana Code §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

##### Anti-Nepotism

Baker Tilly is aware of the provisions under IC 36-1-21 *et seq.* with respect to anti-nepotism in contractual relationships with governmental entities. The Firm is not aware of any relative (as defined in IC 36-1-21-3) of any elected official (as defined in IC 36-1-21-2) of the Client who is an owner or an employee of the Firm.

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Agreement, any Engagement Letter, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by Client without the written consent of Baker Tilly. Baker Tilly may assign and transfer this Agreement and any Letter to any successor that acquires all or substantially all of the business or assets of Baker Tilly by way of merger, consolidation, other business reorganization, or the sale of interests or assets.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

### **Termination**

Both the Client and Baker Tilly have the right to terminate this Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

### **Important Disclosures**

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

The Honorable Gina Leichty, Mayor  
City of Goshen, Indiana

April 11, 2025  
Page 6

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Signature,

BAKER TILLY ADVISORY GROUP, LP

A handwritten signature in black ink, appearing to read "Daniel A. Hedden". The signature is fluid and cursive, with the first name "Daniel" being more prominent than the last name "Hedden".

Daniel A. Hedden, Principal

**Signature Section:**

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment A**

### **Important Disclosures**

#### Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly Advisory Group, LP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

#### Affiliated Entities

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC (BTIS), a U.S. Securities and Exchange Commission (SEC) registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC (BTC) Baker Tilly Capital, LLC (BTC) is a limited-service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors (BTMA) is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board (MSRB). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

#### Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

*Legal or Disciplinary Disclosure.* BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website ([www.msrb.org](http://www.msrb.org)) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

*Contingent Fee.* The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

*Hourly Fee Arrangements.* Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

*Fixed Fee Arrangements.* The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provided to the Client in writing at that time.

**RE: BT+ Services**

**DATE: April 11, 2025**

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between City of Goshen, Indiana, (the Client) and Baker Tilly Advisory Group, LP (Baker Tilly).

**SCOPE OF WORK**

Baker Tilly agrees to furnish and perform the following services as requested.

**A. Accounting and Reporting Support**

1. Provide as needed support for accounting and reporting processes related to the computerized accounting system modules of the Client as detailed below:
  - a) General Ledger;
  - b) Check Reconciliation;
  - c) Accounts Payable;
  - d) Cash Collection;
  - e) Payroll;
  - f) Reporting; and
  - g) Other (as necessary)
2. Provide as needed support for accounting and reporting processes for the Client as detailed below:
  - a) Cash and investments management;
  - b) Bond issues and other debt;
  - c) Property taxes;
  - d) Excise taxes;
  - e) Other operating revenues;
  - f) Personnel services;
  - g) Supplies;
  - h) Other services and charges;
  - i) Capital outlays;
  - j) Other disbursements;
  - k) Non-financial activity; and
  - l) Other accounting and reporting processes (as necessary)

3. Support services will be directed by the Client based on the scope and nature of the event. Baker Tilly's services include:
  - a) On-site support as needed;
  - b) Telephone support as needed;
  - c) E-mail support as needed;
  - d) Written communication as needed; and
  - e) Remote support via Internet as needed

**B. Gateway Annual Report**

1. Client will provide Baker Tilly a detailed trial balance and any supporting schedules necessary to support the trial balance totals.
2. Client will provide Baker Tilly supporting documentation for Grants to include local project name, federal program title, federal agency, pass through agency, CFDA Number, award name, award number, grant type, local fund number, grant receipts, grant disbursements, amount provided to sub-recipients, amount of loans outstanding, amount of non-cash assistance for the year and amount of insurance in effect for the year.
3. Client will provide Baker Tilly with non-depreciable and depreciable capital asset additions and deletions for the reporting year. Baker Tilly will assist Client to compute depreciation expense and accumulated depreciation based on Client's capital asset policy.
4. Client will provide Baker Tilly with information on all outstanding leases including the lessor, description of the lease, annual lease payment, beginning date of lease and ending date of lease.
5. Client will provide Baker Tilly with information on financial assistance to non-governmental entities including the name, federal tax identification number, address, contact information, source of funding, amount of funding and type of entity.
6. Client will provide Baker Tilly with information necessary to complete the reporting requirements for Public Official Surety Bonds including position, type, name, amount of bond and term.
7. Client will complete the Risk Assessment questionnaire:
  - a) Assist Client to upload supporting documentation for the risk assessment questionnaire.
  - b) Assist with other parts as needed, but not in lieu of management control.
8. Data upload into Gateway:
  - a) Assist Client to download text files from the Client's accounting and reporting software in accordance with Gateway reporting requirements, as applicable.
  - b) Assist Client to upload text files into Gateway, as applicable.
  - c) Or; Assist Client to generate data totals for manual entry into Gateway, as applicable.
9. Assist Client to tie beginning balances to prior Gateway Annual Report.
10. Assist Client to tie receipts, disbursements and ending balances to current year financial information.
11. Assist Client to analyze transfers in equal transfers out.
12. Assist Client to compute receivables and payables as of December 31.
13. Assist Client to complete debt service reporting.
14. Assist Client to complete pension reporting.

**C. Debt Management**

1. Client will provide Baker Tilly with a detailed trial balance and any supporting schedules required by Baker Tilly.
2. Assist Client to input basic debt information into Gateway to include debt name, type of debt, base CUSIP number, if applicable, and property tax cap exemption status.
3. Assist Client to input the authorizing Indiana Code cite for the debt.
4. Assist Client to input information on debt limitations to include issuer, current debt limit and current debt capacity, as applicable.
5. Assist Client to input applicable bond sale information which may include:
  - a) Date of preliminary determination.
  - b) Date of publication and newspapers.
  - c) Date of appropriation resolution.
  - d) Date of debt sale.
  - e) Date of debt closing.
6. Assist Client to disclose results of petition/remonstrance, if applicable.
7. Assist Client to disclose debt rating, if applicable.
8. Assist Client to disclose the security on the debt and source of repayment.
9. Assist Client to disclose the purpose and total project cost of the debt.
10. Assist Client to disclose the sources and uses of funding for the debt.
11. Assist Client to disclose the dates of bids, start of construction and estimated date of substantial completion, as applicable.
12. Provide an amortization schedule of the debt.

**D. Comprehensive Financial Plan**

Baker Tilly will develop a long-term financial plan for the Client working in concert with Client officials and staff. The financial planning model will incorporate assumptions regarding revenue and expenditure estimates, tax base changes, capital outlays, existing and estimated debt service, and estimated property tax and sales tax rates over the specified planning period. Features of the long-term financial planning model include:

- > A long-term financial planning model.
- > Details regarding assumptions utilized for both revenue and expenditure estimates.
- > Charts, graphs, and tables depicting historical trends and future estimates.
- > Summary of outstanding debt related to the financing of previous capital expenditures.



The long-term financial plan will be developed for a baseline scenario representing the most likely or expected conditions. Scenarios may also be developed representing favorable and unfavorable scenarios to capture a range of potential financial outcomes.

1. Information Gathering

- a) Meet with the Client, as necessary, to seek input into the development of the long-term financial plan, to gain an understanding of long-term financial goals, services and service levels, and desired future state of Client finances.
- b) Meet with the Client, as necessary, to discuss historical trends in revenues and expenditures and thoughts about potential future performance.
- c) Gather historical financial data from the client.

2. Analyze historical financial, economic, and statistical data and trends for the funds included in the analysis.

Analyze historical financial performance and trends for the past three years:

- a) Revenues from all sources.
- b) Expenditures.
- c) Cash reserves.
- d) Fund balances.
- e) Outstanding debt.
- f) Capital improvements and funding sources.
- g) Tax base.
- h) Population.
- i) Capital Improvement Plan.

3. Develop preliminary financial plan

- a) Develop schedules of receipts, disbursements, and fund balances of all analyzed funds of the Client for the previous three years ended December 31 based upon reports and records of the Client, to identify trends in revenues, expenditures, and fund balances.
- b) Create a baseline financial model of all analyzed operating funds of the Client for the current and next three calendar years ending. Analysis will include estimates of revenues on a major category basis and expenditures by function on a major category basis.
- c) Recommend a level of minimum fund balances to be maintained.
- d) Identify fund balances within non-major funds that may be available to fund General Fund or other operating expenditures.
- e) Identify potential shortfalls in revenues and provide suggestions, as available, to bridge funding gaps.
- f) Analyze preliminary baseline financial model and additional scenarios (as applicable) with the Client. Based on that analysis, Baker Tilly may modify the baseline model and additional scenarios as appropriate.

4. Prepare Long-Term Financial Plan and Report
  - a) Baker Tilly will develop the long-term financial plan and report incorporating the financial model and scenarios, as applicable.
  - b) Present the Long-Term Financial Plan Report to the Client.
5. Attend meetings with the Client as requested.

## **EXPECTATIONS**

The Client will identify a member of their staff to serve as a contact person between Baker Tilly and the Client. This person will be responsible for assisting Baker Tilly in the gathering of accurate and timely information necessary to complete the project and arranging for and coordinating required meetings. Baker Tilly acknowledges some of this information may be available in our files and/or on the Client's website. At a minimum, the following information will be needed to complete the study:

- > Copies of the Client's most recent and prior two years' financial statements.
- > A trial balance or similar report generated from the Client's accounting system for the most recent year-ended and current year-to-date.
- > Copies of the Client's adopted budgets for the last two years, the current year, and the ensuing year, if available.
- > Capital Improvement Plan for the current year and for the following three years (if available).
- > Current fiscal policies.
- > Copies of existing Client debt schedules for any outstanding debt (i.e. bonds, equipment leases, lease-purchase agreements, etc.).
- > Information related to the anticipated growth in residential and commercial/industrial tax base during the planning period (if available).
- > Other relevant information.

## **DELIVERABLES**

At the conclusion of this project, we will provide the Client with a Long-Term Financial Plan Report

### **E. Interactive Department Level Budget Process**

1. For client selected departments, develop an account level budget worksheet based-on historical trending and YTD spending.
2. Compare line-by-line draft budgets to historical trends to identify outliers.
3. Compare draft budgets to estimated revenues to identify cash flow impacts of proposed budgets to client selected departments.
4. Work with the Client toward budget goals (ex: balanced budget, zero based budget)
5. Provide suggestions, as available, to bridge funding gaps, reduce overstated budgets and improve the transparency of the annual budget process.

**F. Budget Assistance**

1. Meet with the Client to discuss the budget process and collect data for budget preparation.
2. Develop or analyze the budget calendar for consideration by the legislative body.
3. Compute state distributed revenues based on certifications, and other information provided by the Department of Local Government Finance (DLGF) and the Auditor of State.
4. Develop or analyze miscellaneous revenues based on historical information provided by the Client.
5. Develop or analyze the estimated maximum levy.
6. Develop or analyze the estimated tax rate and levy by fund.
7. Assist with Client prepared budget estimates.
  - a) Provide an overview to Department Heads and other Client officials of available revenue sources for the budget year
  - b) Meet with Department Heads and other Client officials to provide assistance with developing sustainable budgets
8. Assist with the preparation of prescribed forms related to the annual budget.
9. Assist the Client with entering budget data into the Indiana Gateway program.
10. Monitor the completion of the required steps of the budget process with the Client.
11. Analyze the 1782 Budget Notice on behalf of the Client to ensure accuracy and completeness.
12. Provide periodic budget management assistance through telephone, remote and on-site support.

**G. Property Tax Levy Appeals**

1. Assist the Client with determining its eligibility to apply for a property tax levy appeal with the DLGF.
2. Assist with the preparation of the State appeal application and supporting documentation for levy appeals.
3. Submit the levy appeal petition and application to the DLGF.
4. Monitor the completion of the required steps of the levy appeal process with the Client.

**H. Annual Additional Appropriation Scrub**

1. Obtain year-to-date appropriation report as of September or October
2. Analyze historical trends, YTD spend and appropriations to create additional appropriation likelihood report
3. Provide efficiency roadmap for completing reclassification entries and/or additional appropriations.
4. Develop a timeline for the steps required to request approval of an additional appropriation from the DLGF.
5. Analyze estimated receipts and cash on hand to determine ability to fund requested appropriation.
6. Assist with State prescribed additional appropriation documents.
7. Assist the Client to monitor completion of the required steps of the additional appropriation process.

**I. Additional Appropriations**

1. Develop a timeline for the steps required to request approval of an additional appropriation from the DLGF.
2. Analyze estimated receipts and cash on hand to determine ability to fund requested additional appropriation.
3. Assist with State prescribed additional appropriation documents.
4. Assist the Client to monitor completion of the required steps of the additional appropriation process.

**J. (Re)Establish a Cumulative Capital Development (CCD) Fund**

1. Develop a timeline for the steps required to establish or reestablish the property tax rate on the Client's Cumulative Capital Development Fund.
2. Assist the Client with State-required documents including the notice to taxpayers and establishing ordinance.
3. Assist the Client to monitor completion of required steps of the process.

**K. Council Reporting and Meetings**

1. Provide council summary reports. (if requested)
2. Meet virtually with City management (and council representatives if Client requests) to discuss long-term goals and objectives.
3. If requested, conduct an annual council member workshop for long-term financial planning goals and performance indicators as well as an opportunity for question and answer regarding City-wide financial plans.

## **COMPENSATION AND INVOICING**

Fees for services set forth in the Scope Appendix will be billed at standard billing rates based upon the actual time and expenses incurred and will not exceed Seventy-One Thousand Two Hundred Dollars (\$71,200) annually without further authorization from the Client.

Standard Hourly Rates by Job Classification  
9/1/2024

Title	Hourly Rate
Principals / Directors	\$420 - \$660
Managers / Senior Managers	\$290 - \$440
Consultants / Analysts / Senior Consultants	\$185 - \$300
Support / Paraprofessionals / Interns	\$115 - \$195

*\*Billing rates are subject to change periodically due to changing requirements and economic conditions. The Client will be notified thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred except for direct, project-related expenses such as travel costs.

## **BILLING PROCEDURES**

**Normally, you will receive a monthly statement showing fees and costs incurred in the prior month.**

Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

### Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Signature,

BAKER TILLY ADVISORY GROUP, LP



Daniel A. Hedden, Principal

**Signature Section:**

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ENGINEERING DEPARTMENT  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405  
Phone (574) 534-2201 • Fax (574) 533-8626  
engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **ANNUAL OPERATIONAL REPORT FOR LOCAL ROADS AND STREETS  
AND BRIDGES (JN 2025-0004)**

DATE: May 22, 2025

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The City of Goshen is required to submit an Annual Operational Report for Local Roads and Streets and Bridges to the State Board of Accounts (SBOA) by June 1 following the operational report year through the Local Technical Assistance Program (LTAP) at Purdue.

A completed Annual Operational Report prepared by the Clerk-Treasurer's Office and Street Department is attached. The final page of the report is a certification required to be signed by the City Engineer, the Street Commissioner, and the Mayor.

The Board of Works and Safety is requested to approve the Annual Operational Report and authorize the Mayor to sign the certification.

**Requested Motion: Move to approve the Annual Operational Report and authorize the Mayor to sign the certification.**

**APPROVED:  
BOARD OF PUBLIC WORKS & SAFETY  
CITY OF GOSHEN, INDIANA**

---

Gina Leichty, Mayor

---

Barb Swartley, Member

---

Mary Nichols, Member

---

Orv Myers, Member

---

Michael Landis, Member

ELKHART COUNTY, INDIANA

CITY OF GOSHEN  
*(For City or Town Reports)* *(Name of Unit)*  
***(City and Town Form 225 Only)***

ANNUAL OPERATIONAL REPORT  
FOR LOCAL ROADS AND STREETS AND BRIDGES  
(IC 8-17-4.1)

FOR THE YEAR ENDED  
DECEMBER 31, 2024\_\_\_\_\_



**ANNUAL OPERATIONAL REPORT  
FOR LOCAL ROADS AND STREETS AND BRIDGES**

Part of State Form 54400 (X-2018)  
Section 1 Financial Statement

**Section 1 - Financial Statement**

<b>Cash - January 1</b>					
<b>Receipts</b>					
<b>Operating Receipts</b>					
Taxes	Motor Vehicle Highway	Motor Vehicle Highway Restricted	Local Road & Street	Cumulative Bridge	Total Common Funds
	\$3,269,247.69	\$1,486,694.91	\$967,782.50		\$5,723,725.10
<b>Operating Receipts</b>					
Taxes	\$2,874,032.06	\$0.00	\$0.00	\$0.00	\$2,874,032.06
Intergovernmental	\$816,721.14	\$721,871.68	\$651,636.74	\$0.00	\$2,190,229.56
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Operating Receipts	\$37,794.51	\$0.00	\$0.00	\$0.00	\$37,794.51
<b>Total Operating Receipts</b>	<b>\$3,728,547.71</b>	<b>\$721,871.68</b>	<b>\$651,636.74</b>	<b>\$0.00</b>	<b>\$5,102,056.13</b>
<b>Other Financing Sources</b>					
Bond Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Note/Loan Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interfund Loan Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Investments Matured or Sold	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Receipts</b>	<b>\$3,728,547.71</b>	<b>\$721,871.68</b>	<b>\$651,636.74</b>	<b>\$0.00</b>	<b>\$5,102,056.13</b>
<b>Disbursements</b>					
<b>Operating Disbursements</b>					
General Administration & Unallocated	\$1,954,717.38	\$0.00	\$65,387.29	\$0.00	\$2,020,104.67
Construction, Reconstruction & Preservation	\$779,133.38	\$102,176.10	\$0.00	\$0.00	\$881,309.48
Maintenance & Repair	\$601,473.63	\$0.00	\$0.00	\$0.00	\$601,473.63
<b>Total Operating Disbursements</b>	<b>\$3,335,324.39</b>	<b>\$102,176.10</b>	<b>\$65,387.29</b>	<b>\$0.00</b>	<b>\$3,502,887.78</b>
<b>Other Financing Sources</b>					
Debt Service - Principal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Service - Interest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interfund Loan Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interfund Loans Made	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Investments Purchased	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Disbursements</b>	<b>\$3,335,324.39</b>	<b>\$102,176.10</b>	<b>\$65,387.29</b>	<b>\$0.00</b>	<b>\$3,502,887.78</b>
<b>Excess</b>					
Over (Under) Total Disbursements	\$393,223.32	\$619,695.58	\$586,249.45	\$0.00	\$1,599,168.35
Cash - December 31	\$3,662,471.01	\$2,106,390.49	\$1,554,031.95	\$0.00	\$7,322,893.45
Investments - December 31	\$0.00	\$0.00	\$0.00		
<b>Cash and Investments - December 31</b>	<b>\$3,662,471.01</b>	<b>\$2,106,390.49</b>	<b>\$1,554,031.95</b>	<b>\$0.00</b>	<b>\$7,322,893.45</b>

**ANNUAL OPERATIONAL REPORT  
FOR LOCAL ROADS AND STREETS AND BRIDGES**

Part of State Form 54400 (X-2018)

**Section 2 Receipts**

Section 2 - Detail of Receipts											
Receipts											
Taxes											
General Property Taxes LIT - Certified Shares LIT - Economic Development Income Tax Wheel and Sur Tax Other Taxes	Motor Vehicle Highway	Motor Vehicle Highway Restricted	Local Road & Street	Cumulative Bridge	Other Funds	Total All Funds	2209 LIT Economic Development	4445 TIF SouthEast	4446 TIF Consol RR US33	(Insert Other Fund)	
	\$2,167,270.84				\$225,670.91	\$2,392,941.75			\$225,670.91		
					\$0.00	\$0.00					
					\$3,364,013.00	\$3,364,013.00	\$3,364,013.00				
	\$698,331.22				\$0.00	\$698,331.22					
	\$8,430.00				\$0.00	\$8,430.00					
Total Taxes	\$2,874,032.06	\$0.00	\$0.00	\$0.00	\$3,589,683.91	\$6,463,715.97	\$3,364,013.00	\$0.00	\$225,670.91	\$0.00	
Intergovernmental											
Motor Vehicle Highway Distribution Local Road and Street Distribution Financial Institution Tax Distribution Vehicle/Aircraft Excise Tax Distribution State Grants Federal Grants Other Intergovernmental	\$721,871.62	\$721,871.68			\$0.00	\$1,443,743.30					
			\$651,636.74		\$0.00	\$651,636.74					
	\$7,619.00				\$0.00	\$7,619.00					
	\$87,230.52				\$0.00	\$87,230.52					
					\$0.00	\$0.00					
					\$2,130,862.98	\$2,130,862.98	\$65,929.59		\$1,839,262.48	\$225,670.91	
Other Intergovernmental					\$0.00	\$0.00					
Total Intergovernmental	\$816,721.14	\$721,871.68	\$651,636.74	\$0.00	\$2,130,862.98	\$4,321,092.54	\$65,929.59	\$0.00	\$1,839,262.48	\$225,670.91	
Charges for Services											
Federal State and Local Reimbursement for Services Other Charges for Services					\$0.00	\$0.00					
					\$0.00	\$0.00					
Total Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other Operating Receipts											
Interest Refunds/Reimbursements Contributions/Donations Transfers from Toll Facilities Miscellaneous					\$0.00	\$0.00					
					\$0.00	\$0.00					
					\$0.00	\$0.00					
					\$0.00	\$0.00					
	\$37,794.51				\$0.00	\$37,794.51					
Total Other Operating Receipts	\$37,794.51	\$0.00	\$0.00	\$0.00	\$0.00	\$37,794.51	\$0.00	\$0.00	\$0.00	\$0.00	
Other Financing Sources											
Bond Proceeds Note/Loan Proceeds Interfund Loan Proceeds Investments Matured or Sold Transfer In Other					\$0.00	\$0.00					
					\$0.00	\$0.00					
					\$0.00	\$0.00					
					\$0.00	\$0.00					
					\$0.00	\$0.00					
Total Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Receipts	\$3,728,547.71	\$721,871.68	\$651,636.74	\$0.00	\$5,720,546.89	\$10,822,603.02	\$3,429,942.59	\$0.00	\$2,064,933.39	\$225,670.91	



**ANNUAL OPERATIONAL REPORT  
FOR LOCAL ROADS AND STREETS AND BRIDGES**  
Part of State Form 54400 (X-2018)  
Section 3 Disbursements

Section 3 - Detail of Disbursements										
Disbursements	Motor Vehicle Highway		Motor Vehicle Highway Restricted	Local Road & Street	Cumulative Bridge	Total Other Funds	Total All Funds	2209 LIT Economic Development	4445 TIF SouthEast	4446 TIF Consol RR US33
General Administration & Unallocated										
Personal Services	\$1,432,598.66					\$0.00	\$1,432,598.66			
Supplies	\$190,598.20					\$0.00	\$190,598.20			
Other Services and Charges	\$78,376.54			\$65,387.29		\$0.00	\$143,763.83			
Capital Outlay	\$253,143.98					\$0.00	\$253,143.98			
Total General Administration & Unallocated	\$1,954,717.38	\$0.00	\$0.00	\$65,387.29	\$0.00	\$0.00	\$2,020,104.67	\$0.00	\$0.00	\$0.00
Construction, Reconstruction & Preservation										
Personal Services	\$330,630.17					\$0.00	\$330,630.17			
Supplies	\$349,034.69					\$0.00	\$349,034.69			
Other Services and Charges	\$99,468.52					\$410,462.65	\$509,921.17	\$124,824.36	\$76,044.00	\$209,584.29
Capital Outlay	\$0.00	\$102,176.10				\$6,563,513.41	\$6,665,689.51	\$197,501.05	\$1,474,657.56	\$4,891,354.80
Total Construction, Reconstruction & Preservation	\$779,133.38	\$102,176.10		\$0.00	\$0.00	\$6,973,966.06	\$7,855,275.54	\$322,325.41	\$1,550,701.56	\$5,100,939.09
Maintenance and Repair										
Winter Operations										
Personal Services	\$48,719.62					\$0.00	\$48,719.62			
Supplies	\$137,196.85					\$0.00	\$137,196.85			
Other Services and Charges	\$0.00					\$0.00	\$0.00			
Capital Outlay	\$8,400.00					\$0.00	\$8,400.00			
Total Winter Operations	\$194,316.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$194,316.47	\$0.00	\$0.00	\$0.00
Other Maintenance and Repair										
Personal Services	\$339,650.22					\$0.00	\$339,650.22			
Supplies	\$49,271.39					\$0.00	\$49,271.39			
Other Services and Charges	\$18,235.55					\$0.00	\$18,235.55			
Capital Outlay						\$0.00	\$0.00			
Total Other Maintenance and Repair	\$407,157.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$407,157.16	\$0.00	\$0.00	\$0.00
Total Maintenance and Repair	\$601,473.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$601,473.63			
Other Financing Uses										
Debt Service - Principal						\$720,000.00	\$720,000.00		\$720,000.00	
Debt Service - Interest						\$91,844.00	\$91,844.00		\$91,844.00	
Interfund Loan Payments						\$0.00	\$0.00			
Interfund Loans Made						\$0.00	\$0.00			
Investments Purchased						\$0.00	\$0.00			
Transfer Out						\$5,271.00	\$5,271.00		\$5,271.00	
Other						\$0.00	\$0.00			
Total Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$817,115.00	\$817,115.00	\$0.00	\$817,115.00	\$0.00
Total Disbursements	\$3,335,324.39	\$102,176.10	\$65,387.29	\$0.00	\$0.00	\$7,791,081.06	\$11,293,968.84	\$322,325.41	\$2,367,816.56	\$5,100,939.09

**ANNUAL OPERATIONAL REPORT**  
**FOR LOCAL ROADS AND STREETS AND BRIDGES**  
 Part of State Form 5400 (X-2018)  
**Section 4 Debt**

**Section 4 - Debt Information**

**Bonds**

Bonds - Outstanding Principal January 1						
New Bonds Issued During Year						
Principal Paid						
Interest Paid						
Total Principal & Interest Paid						
Bonds - Outstanding Principal December 31						

**Notes/Loans**

Notes/Loans - Outstanding Principal January 1						
New Notes/Loans Issued During Year						
Principal Paid						
Interest Paid						
Total Principal & Interest Paid						
Notes/Loans - Outstanding Principal December 31						

**Capital Leases**

Capital Leases - Outstanding Principal January 1						
New Capital Leases Entered Into During Year						
Principal Paid						
Interest Paid						
Total Principal & Interest Paid						
Capital Leases - Outstanding Principal December 31						

Lease Rental Bonds 2015	Redev Dist Refund Bonds 2015	(Description of Debt)	(Description of Debt)	(Description of Debt)	Totals
\$3,140,000.00	\$845,000.00				\$3,985,000.00
\$0.00	\$0.00				\$0.00
\$300,000.00	\$420,000.00				\$720,000.00
\$80,730.00	\$11,114.00				\$91,844.00
\$380,730.00	\$431,114.00	\$0.00	\$0.00	\$0.00	\$811,844.00
\$2,840,000.00	\$425,000.00	\$0.00	\$0.00	\$0.00	\$3,265,000.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**ANNUAL OPERATIONAL REPORT  
FOR LOCAL ROADS AND STREETS AND BRIDGES**

Part of State Form 54400 (X-2018)

**Section 5 Mileage Changes**

**Section 5 - Mileage**

	Actual Mileage (Dec 31)	Change from prior year	Reason(s)
Concrete			
Asphalt			
Chip Seal			
Composite			
Brick			
Gravel			
Unimproved			
<b>Total Miles</b>	0	0	

**ANNUAL OPERATIONAL REPORT  
FOR LOCAL ROADS AND STREETS AND BRIDGES  
SECTION 6 - CERTIFICATION**

Part of State Form 54400 (8-10)

<b>FOR COUNTIES</b>
---------------------

Submitted by:

DATE: \_\_\_\_\_ 20 \_\_\_\_\_  
\_\_\_\_\_  
Engineer/Director (if applicable)

DATE: \_\_\_\_\_ 20 \_\_\_\_\_  
\_\_\_\_\_  
County Highway Supervisor

Approved:

DATE: \_\_\_\_\_ 20 \_\_\_\_\_  
\_\_\_\_\_  
Board of County Commissioners

<b>FOR CITIES AND TOWNS</b>
-----------------------------

Submitted by:

DATE: \_\_\_\_\_ 20 \_\_\_\_\_  
\_\_\_\_\_  
City Engineer (if applicable)

DATE: \_\_\_\_\_ 20 \_\_\_\_\_  
\_\_\_\_\_  
Street Commissioner or Supervisor

Approved:

DATE: \_\_\_\_\_ 20 \_\_\_\_\_  
\_\_\_\_\_  
Mayor or President of Town Council



**ENGINEERING DEPARTMENT  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405  
Phone (574) 534-2201 • Fax (574) 533-8626  
engineering@goshencity.com • www.goshenindiana.org

## **MEMORANDUM**

**TO:** Board of Works and Safety and Stormwater Board

**FROM:** Dustin Sailor, P.E., Director of Public Works & Utilities

**RE:** **2024 PAVING PROJECT, PACKAGE A**  
**(JN: 2024-0002)**

**DATE:** May 20, 2025

---

The City's contractor is prepping to begin work on this year's Asphalt Paving Package A. In review of the road conditions from November 2024 to April 2025, the Wilden Avenue stretch of roadway between the Elkhart River Bridge and the Rock Run Creek Bridge deteriorated beyond the effectiveness of the originally specified roadway treatment. In review of alternatives, it was determined deeper milling combined with a geosynthetic reinforcing paving mat would improve the roadways longevity by resisting reflect cracks from the concrete road bed remaining in place.

Niblock Excavating has offered a change in project quantities and one new line item for the work associated with deeper milling. Goshen Engineering requests the Board of Public Works and Safety's approval of Change Order No. 1 in the amount of \$158,581.50, increasing the total project from \$2,055,649.40 to \$2,214,230.90, which represents a 7.71% increase in project cost.

**Requested Motion:** Move to approve Change Order No. 1 in the amount of \$158,581.50 to increase the work scope for Wilden Avenue, apart of the 2024 Asphalt Paving Package A.



## CHANGE ORDER FORM

Sheet 1 of 3

Change Order No. 1

Date: 5/20/25

**CITY OF GOSHEN, INDIANA**  
**OFFICE OF THE CITY ENGINEER**  
**204 E. Jefferson Street, Suite 1**  
**Goshen, IN 46528**

OWNER: City of Goshen

PROJECT NAME: 2024 Asphalt Paving Package

PROJECT NUMBER: 2024-0002

CONTRACTOR: Niblock Excavating

### I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

Wilden Avenue pavement between the Elkhart River Bridge and the Rock Run Creek Bridge was evaluated in 2024 for maintenance. Based on pavement cores and the observed condition, a pavement treatment was bid. Following the winter of 2024/2025, the roadways within the 2024 paving package were reviewed again, and the Wilden Avenue work area was identified as having deteriorated beyond the effectiveness of the original prescribed treatment. Following an onsite meeting with Niblock Excavating, City staff determined a repair method that includes increasing the mill depth from 1.5" to 4.0", adding a geosynthetic reinforcing paving mat, and rebuilding the pavement section with 2" of HMA Binder and 2" of HMA Surface is the most effective treatment.

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
3	Temporary Maintenance of Traffic	1 LS	@	\$5,500.00	\$5,500.00
12	Milling, 1.5"	-7000 SYD	@	\$ 2.80	-\$19,600.00
13	HMA, Type B, Surface, 9.5 mm	193 TON	@	\$ 105.50	\$20,361.50
14	HMA, Type B, Binder, 12.5 mm	770 TON	@	\$ 91.00	\$70,070.00
18	Geosynthetic Reinforcing Paving	7000 SYD	@	\$ 7.00	\$49,000.00
280	Milling, 4.0" (Note: No previous line existed for this item)	7000 SYD	@	\$ 4.75	\$33,250.00

**Subtotal= \$158,581.50**



## CHANGE ORDER FORM

Sheet 2 of 3

Change Order No. 1

### II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$2,055,649.40
2. Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers 0 to <u>0</u>	\$0.00
3. Amount of Contract, not including this supplement	\$2,055,649.40
4. Addition/ <del>Reduction</del> to Contract due to this supplement	\$158,581.50
5. Amount of Contract, including this supplemental	\$2,214,230.90
6. Total (Addition/ <del>Reduction</del> ) due to all Change Orders (Line 2 + Line 4)	\$158,581.50
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>1</u> (Line 6 divided by Line 1)	7.71%

### III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby **extended/reduced** by 0 calendar days, making the final completion date August 29, 2025.

2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as N/A, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.

3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.


4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnish to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

# CHANGE ORDER FORM

Sheet 3 of 3

Change Order No. 1

## RECOMMENDED FOR ACCEPTANCE

 5.20.25

Dustin K. Sailor, P.E.

Director of Public Works & Utilities

**ACCEPTED:** BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF GOSHEN, INDIANA

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**ACCEPTED:** CONTRACTOR

BY: \_\_\_\_\_

Contractor's Authorized Signatory



**ENGINEERING DEPARTMENT  
CITY OF GOSHEN**

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## **MEMORANDUM**

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works & Utilities

RE: **LANE RESTRICTION REQUEST – COLLEGE AVENUE SOIL BORINGS FOR  
PHASE II RECONSTRUCTION  
(JN: 2023-0025)**

DATE: May 22, 2025

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Terracon Consultants has requested permission to implement a westbound lane restriction with flaggers on College Avenue, extending from Century Drive to approximately 1,100 feet west of County Road 31 (at the city limit line). The purpose of this restriction is to conduct soil borings as part of the preliminary geotechnical investigation for Phase II of the College Avenue Reconstruction project.

The lane restriction is expected to be in place two non-consecutive days: Friday, May 23<sup>rd</sup>, and Tuesday, May 27<sup>th</sup>.

***Requested Motion: Move to approve a westbound lane restriction on College Avenue, extending from Century Drive to approximately 1,100 feet west of CR 31 for May 23<sup>rd</sup> and May 27<sup>th</sup>.***

**City of Goshen  
Board of Works & Safety**

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Gina Leichty, Mayor

---

Mike Landis, Board Member

---

Mary Nichols, Board Member

---

Barb Swartley, Board Member

---

Orv Myers, Board Member

Site Location (11x17 Landscape)

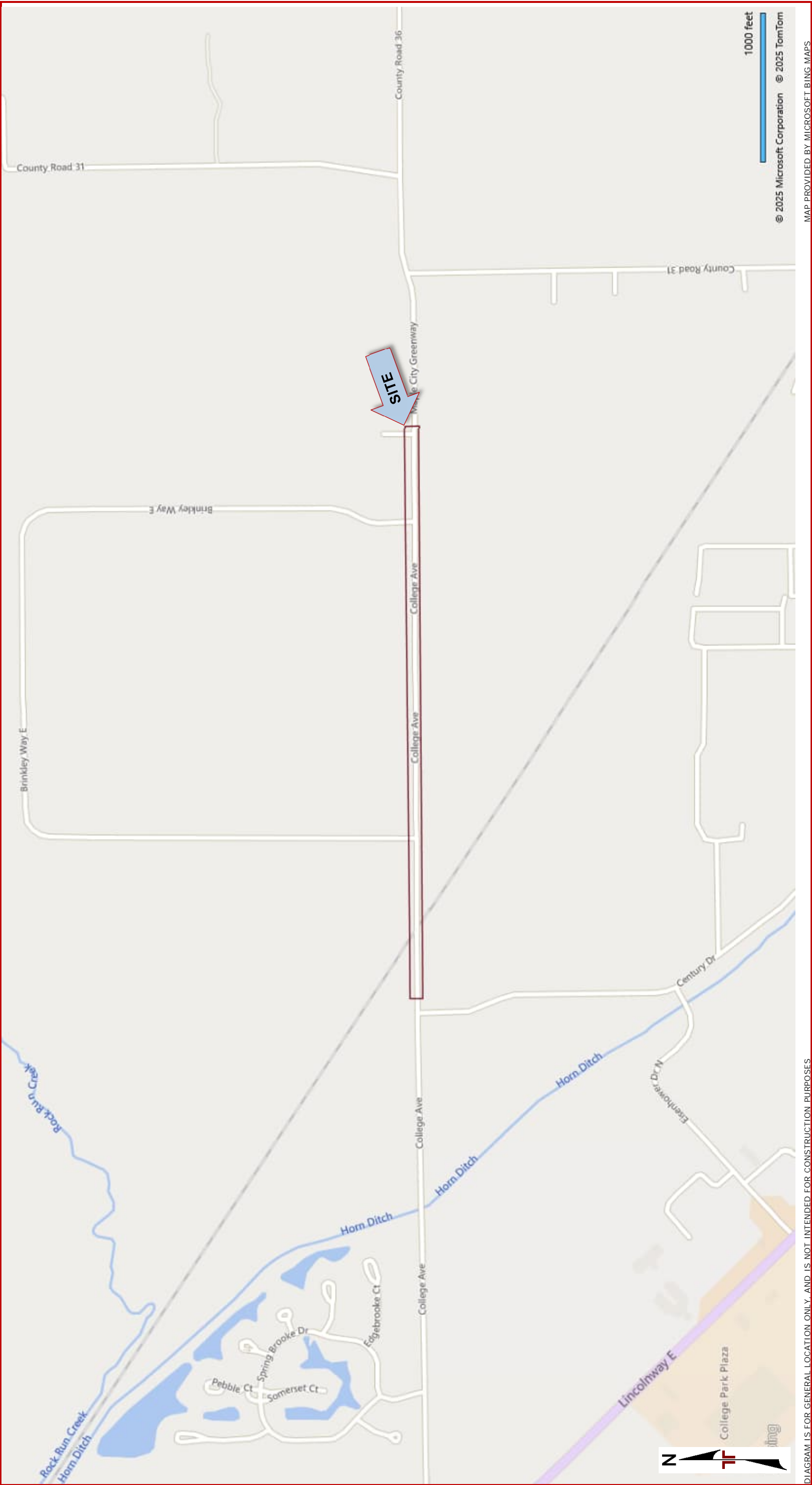


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES



Exploration Plan (1 of 2)

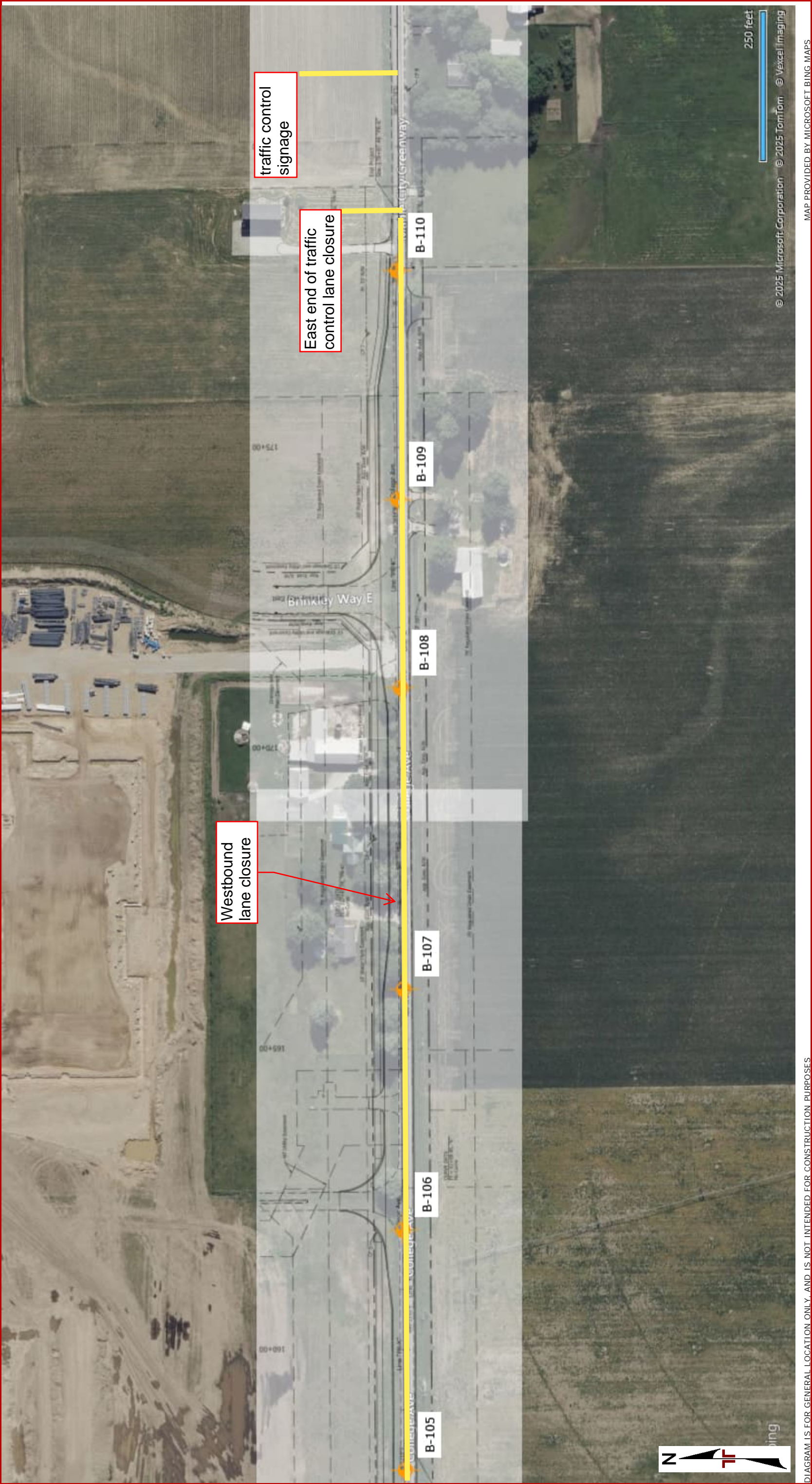


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT-BING MAPS



Exploration Plan (2 of 2)





**ENGINEERING DEPARTMENT  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **(WILDEN AVE) ASPHALT PAVING PROJECT A  
(JN: 2024-0002)**

DATE: May 22, 2025

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Niblock Excavating is requesting a road closure on Wilden Avenue between the Rock Run Creek bridge, through the intersection of Indiana Ave. and to the west to the Elkhart River bridge near the wastewater treatment plant. Niblock will be performing work to mill 4", add a geosynthetic reinforcing paving mat, and rebuild the asphalt roadway. This work will start Monday June 2, and go through Friday June 13. Niblock will maintain access to residents, and the wastewater treatment plant and have all the traffic control devices in place.

**Requested motion: Move to approve the road closure on Wilden Avenue between the Rock Run Creek bridge and the Elkhart River bridge for the work of milling, geosynthetic reinforcing paving mat, and to rebuild the asphalt roadway work from Monday June 2 thru Friday June 13, 2025.**

**APPROVED:  
BOARD OF PUBLIC WORKS & SAFETY  
CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Orv Myers, Member

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
Michael Landis, Member

\_\_\_\_\_  
Barb Swartley, Member



**ENGINEERING DEPARTMENT  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **(WAKEFIELD CIRCLE) ASPHALT PAVING PROJECT A  
(JN: 2024-0002)**

DATE: May 22, 2025

---

Niblock Excavating is requesting a road closure on Wakefield Circle. Niblock will be performing work to remove the roadway at full depth and then rebuild the asphalt roadway. This work will start Monday June 2, and go through Friday June 6. Niblock will maintain access to the residents, and have all the traffic control devices in place.

**Requested motion: Move to approve the road closure on Wakefield Circle for full depth removal of the roadway and to rebuild the asphalt roadway from Monday June 2 thru Friday June 6, 2025.**

**APPROVED:  
BOARD OF PUBLIC WORKS & SAFETY  
CITY OF GOSHEN, INDIANA**

---

Gina Leichty, Mayor

---

Orv Myers, Member

---

Mary Nichols, Member

---

Michael Landis, Member

---

Barb Swartley, Member





## **CITY OF GOSHEN LEGAL DEPARTMENT**

City Annex  
204 East Jefferson Street, Suite 2  
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Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

May 22, 2025

To: Stormwater Board

From: Shannon Marks, Legal Compliance Administrator

Subject: Resolution 2025-01, Resolution of the Goshen Stormwater Board Adopting a Policy to Provide Public Notice of Meetings

Attached for the Board's consideration is Resolution, 2025-01, Resolution of the Goshen Stormwater Board Adopting a Policy to Provide Public Notice of Meetings. All other city boards and commissions are considering a substantially similar resolution. This policy sets forth the statutory requirements for providing the public notice of meetings, including the method in which the Board will provide notice to all news media and to any person (other than news media) submitting an annual written request for such meeting notices. The public notice must be given at least 48 hours (excluding Saturdays, Sundays, and legal holidays) before the meeting. A new requirement is that the notice must also include the website address for live transmissions and archived copies of the live transmissions of meetings. The notice shall be given by posting a copy at City Hall, publishing the notice on the City's website, and emailing the notice to all news media.

### **Suggested Motion:**

Move to adopt Resolution 2025-01, Resolution of the Goshen Stormwater Board Adopting a Policy to Provide Public Notice of Meetings.

## **RESOLUTION 2025-01**

### **Resolution of the Goshen Stormwater Board Adopting a Policy to Provide Public Notice of Meetings**

WHEREAS I.C. 5-14-1.5-5 sets forth the requirements for a governing body to provide public notice of any meetings, executive sessions or of any rescheduled or reconvened meeting.

WHEREAS I.C. 5-14-1.5-5(b)(2) provides that a governing body shall determine the method in which the governing body shall provide notice of meetings to all news media which deliver to the governing body an annual written request for notices not later than December 31 for the next succeeding calendar year.

WHEREAS I.C. 5-14-1.5-5(b)(3) provides that a governing body may adopt a policy to determine the method in which the governing body shall provide notice of meetings to any person (other than news media) who delivers to the governing body an annual written request for notices not later than December 31 for the next succeeding calendar year.

WHEREAS the purpose of this policy is to state the methods in which the Goshen Stormwater Board, as a governing body of the City of Goshen, shall provide public notice of meetings in accordance with I.C. 5-14-1.5-5.

NOW, THEREFORE, BE IT RESOLVED that, in accordance with I.C. 5-14-1.5 et seq., the Goshen Stormwater Board, hereinafter referred to as “governing body,” shall provide public notice of meetings as follows:

- A. Public notice of any meetings, executive sessions, or of any rescheduled or reconvened meeting, shall be given at least forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) before the meeting. This requirement does not apply to reconvened meetings (not including executive sessions) where announcement of the date, time, and location of the reconvened meeting is made at the original meeting and recorded in the memoranda and minutes thereof, and there is no change in the agenda. This requirement also does not apply to a meeting called to deal with an emergency as provided under I.C. 5-14-1.5-5(d).
- B. The public notice shall include the following information:
  - 1. Governing body name.
  - 2. Date of meeting.
  - 3. Time of meeting.
  - 4. Location of meeting.
  - 5. Website address for live transmissions and archived copies of live transmissions of meetings, excluding an executive session.
  - 6. If the meeting is an executive session, the public notice shall include the subject matter by specific reference to the enumerated instance or instances for which an executive session may be held under I.C. 5-14-1.5-6.1(b).

- C. The public notice of meetings shall be given by:
1. Posting a copy of the notice at Goshen City Hall.
  2. Publishing the notice on the City of Goshen's website at least forty-eight (48) hours in advance of the meeting shall serve as notice to any person (other than news media) who delivers to the governing body or the Goshen Clerk-Treasurer's Office an annual written request for the notices not later than December 31 for the next succeeding calendar year.
  3. Transmitting the notice by electronic mail to all news media which deliver to the governing body or the Goshen Clerk-Treasurer's Office an annual written request for the notices not later than December 31 for the next succeeding calendar year.
- D. Notice of regular meetings need be given only once each year, except that an additional notice shall be given where the date, time, or location of a regular meeting or meetings is changed. This does not apply to executive sessions.
- E. If an agenda is utilized for a meeting, a copy of the agenda shall be posted at the entrance to the location of the meeting prior to the meeting.
- F. This policy to provide public notice of meetings shall be effective immediately. Upon the effective date of this policy, all prior policies on providing public notice of meetings shall be repealed.
- G. This policy is intended to be consistent with the Indiana Open Door Law codified at I.C. 5-14-1.5 et seq. as in effect on April 25, 2025, and is incorporated hereto by reference. In the event that I.C. 5-14-1.5 et seq. is amended in such a way to conflict with any provision in this policy, then this policy shall be amended to comply with the statutory amendment.

PASSED and ADOPTED by the Goshen Stormwater Board on \_\_\_\_\_, 2025.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## **CITY OF GOSHEN LEGAL DEPARTMENT**

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Goshen, Indiana 46528-3405

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[www.goshenindiana.org](http://www.goshenindiana.org)

May 22, 2025

To: Stormwater Board

From: Shannon Marks, Legal Compliance Administrator

Subject: Resolution 2025-02, Resolution of the Goshen Stormwater Board Adopting an Electronic Meetings Policy to Allow Members of the Stormwater Board to Participate in Meetings by an Electronic Means of Communication

Attached for the Board's consideration is Resolution 2025-02, Resolution of the Goshen Stormwater Board Adopting an Electronic Meetings Policy to Allow Members of the Stormwater Board to Participate in Meetings by an Electronic Means of Communication. All other city boards and commissions are considering a substantially similar resolution, and the Electronic Meetings Policy is substantially similar to the policy adopted by the Goshen Common Council January 27, 2025. This policy sets forth the procedures that apply to a member's participation in a meeting by an electronic means of communication. The electronic means of communication must allow all participating members of the Board to simultaneously communicate with each other, and it must allow the public to simultaneously attend and observe the meeting (excluding an executive session).

### **Suggested Motion:**

Move to adopt the Resolution 2025-02, Resolution of the Goshen Stormwater Board Adopting an Electronic Meetings Policy to Allow Members of the Stormwater Board to Participate in Meetings by an Electronic Means of Communication.

## **RESOLUTION 2025-02**

### **Resolution of the Goshen Stormwater Board Adopting an Electronic Meetings Policy to Allow Members of the Stormwater Board to Participate in Meetings by an Electronic Means of Communication**

WHEREAS I.C. 5-14-1.5-3.5 allows a member of the governing body of a political subdivision who is not physically present at a meeting of the governing body to participate in a meeting by any electronic means of communication that:

- A. Allows all participating members of the governing body to simultaneously communicate with each other; and
- B. Allows the public to simultaneously attend and observe the meeting, except for a meeting held in executive session.

WHEREAS the governing body must adopt a written policy establishing the procedures that apply to a member's participation in a meeting by an electronic means of communication, which may include procedures that are more restrictive than the procedures established by I.C. 5-14-1.5-3.5.

WHEREAS Goshen Common Council Resolution 2024-03 adopts an Electronic Meetings Policy to allow members of the Common Council to participate in meetings by electronic means of communication. The Common Council Electronic Meetings Policy also applies to all other governing bodies of the City of Goshen, excluding the Board of Aviation Commissioners, until such time as such other governing bodies adopt a substantially similar policy.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Stormwater Board adopts the following Electronic Meetings Policy:

#### **Section 1. Attendance at Meetings of the Goshen Stormwater Board by Electronic Means of Communication**

- A. A member of the Stormwater Board ("Board") who is not physically present at a meeting of the Board may participate in the meeting of the Board by any electronic means of communication that:
  - 1. allows all participating members of the Board to simultaneously communicate with each other; and
  - 2. allows the public to simultaneously attend and observe the meeting, except for a meeting held in executive session.
- B. The following conditions apply to a Stormwater Board member not physically present at a meeting of the Board but participating in the meeting of the Board by an electronic means of communication:
  - 1. At least fifty percent (50%) of the Board members must be physically present at a meeting at which a member may participate by an electronic means of communication.
  - 2. All votes taken during a meeting at which at least one (1) member participates by an electronic means of communication must be taken by roll call vote.
  - 3. Subject to Section 2, paragraph C, a member who participates in a meeting by an electronic means of communication may participate in final action only if the member can be seen and heard.
  - 4. Subject to Section 2, paragraph C, a member who participates by an electronic means of communication shall be considered present for purposes of establishing a quorum.

## **Section 2.      Limitations**

- A.      A member of the Stormwater Board may not attend more than two (2) meetings in a calendar year by an electronic means of communication, unless the member's electronic participation is due to:
  - 1.      military service;
  - 2.      illness or other medical condition;
  - 3.      death of a relative; or
  - 4.      an emergency involving actual or threatened injury to persons or property.
- B.      A member of the Stormwater Board may attend two (2) consecutive meetings (“a Set of Meetings”) by an electronic means of communication; however, a member must physically attend, in person, at least one (1) meeting between a Set of Meetings that the member attends by an electronic means of communication, unless the member's absence is due to:
  - 1.      military service;
  - 2.      illness or other medical condition;
  - 3.      death of a relative; or
  - 4.      an emergency involving actual or threatened injury to persons or property.
- C.      A member of the Stormwater Board may not participate in a meeting by an electronic means of communication at which the Board may take final action, as applicable to the governing body, to:
  - 1.      adopt a budget;
  - 2.      make a reduction in personnel;
  - 3.      initiate a referendum;
  - 4.      establish or increase a fee;
  - 5.      establish or increase a penalty;
  - 6.      exercise the governing body’s eminent domain authority; or
  - 7.      establish, raise, or renew a tax.

## **Section 3.      Technological Failure**

A technological failure in an electronic means of communication that disrupts or prevents:

- A.      the simultaneous communication between a member who is not physically present at the meeting and the Stormwater Board; or
- B.      a member of the public who is not present at the meeting from attending and observing the meeting;

does not prevent the Stormwater Board from conducting the meeting or affect the validity of an action taken by the Board at the meeting if the sum of the Board members physically present at the meeting and the Board members participating by electronic communication without technological failure satisfy the quorum and (if a final action is taken) the voting requirements of the Stormwater Board.

#### **Section 4. Minutes or Memoranda**

The minutes or memoranda of a meeting at which any member of the Stormwater Board participates by an electronic means of communication must:

- A. identify each member who:
  - 1. was physically present at the meeting;
  - 2. participated in the meeting by using any electronic means of communication; and
  - 3. was absent; and
- B. identify the electronic means of communication by which:
  - 1. members participated in the meeting; and
  - 2. the public attended and observed the meeting, if the meeting was not an executive session.

#### **Section 5. Declared Emergencies**

- A. Members are not required to be physically present for a meeting of the Stormwater Board during such time when following authorities have declared a disaster emergency and the disaster emergency remains in effect:
  - 1. the governor under I.C. 10-14-3-12; or
  - 2. the mayor under I.C. 10-14-3-29,to the extent allowed by I.C. 5-14-1.5-3.7.
- B. Members may participate in a meeting during a declared disaster emergency by an electronic means of communication provided that:
  - 1. At least a quorum of the members participates in the meeting by an electronic means of communication or in person.
  - 2. The public may simultaneously attend and observe the meeting unless the meeting is an executive session.
- C. The minutes or memoranda of the meeting must comply with requirements for meetings where members are allowed to attend by an electronic means of communication.
- D. All votes taken during a meeting at which at least one member participates by an electronic means of communication must be taken by roll call vote.

#### **Section 6. Definitions**

The definitions found in I.C. 5-14-1.5-2, as amended, shall apply to this policy.

#### **Section 7. Application**

The policy adopted by this resolution shall be known as the “Electronic Meetings Policy” of the Goshen Stormwater Board and it shall apply to meetings of the Stormwater Board.

**Section 8. Intent of Policy**

- A. It is the intent of this policy to comply with the provisions of I.C. 5-14-1.5-3.5 and I.C. 5-14-1.5-3.7, as each may be amended from time to time, to allow for a member of the Stormwater Board who is not physically present at a meeting to participate by any electronic means of communication. In the event that I.C. 5-14-1.5-3.5 and I.C. 5-14-1.5-3.7 are amended or repealed, then this policy shall be amended to comply with said amended statutory provisions.
- B. This resolution incorporates by reference the provisions of I.C. 5-14-1.5-3.5 and I.C. 5-14-1.5-3.7, as each may be amended from time to time; however, the more restrictive provisions of this resolution shall govern.

**Section 9. Effective Date**

This resolution shall be effective from and after adoption.

PASSED and ADOPTED by the Goshen Stormwater Board on \_\_\_\_\_, 2025.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





**STORMWATER DEPARTMENT  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626

stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

**TO: City of Goshen Stormwater Board**

**FROM: Stormwater Department**

**RE: POST-CONSTRUCTION PLAN APPROVAL  
THE CROSSING SECOND & THIRD (JN: 2018-2072)**

**DATE: May 22, 2025**

---

The developer of The Crossing Second & Third project, affecting one (1) or more acres of land and located on the east side of 1740 Lighthouse Lane, has submitted a sufficient post-construction plan that is compliant with Ordinance 5209, "Stormwater Management."

The Stormwater Department requests the Stormwater Board's acceptance of the plan.

Full document available upon request.

**Requested Motion:** Accept the post-construction stormwater management plan for The Crossing Second & Third project as it has been found to meet the requirements of City Ordinance 5209.

---



**STORMWATER DEPARTMENT  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

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stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

**TO: City of Goshen Stormwater Board**

**FROM: Stormwater Department**

**RE: POST-CONSTRUCTION PLAN APPROVAL  
EAST COLLEGE AVENUE INDUSTRIAL PARK AMENDMENT #4  
(JN: 2024-2027 & 2025-2003)**

**DATE: May 22, 2025**

---

The developer of the Brinkley RV Temporary Storage Lot (JN: 2024-2027) and the Brinkley RV Building #8 Site Preparation (JN: 2025-2003) projects, affecting one (1) or more acres of land and located at 1365 Brinkley Way East and 1360 Brinkley Way West respectively, has submitted a sufficient post-construction plan that is compliant with Ordinance 5209, "Stormwater Management." These two projects are combined to create the fourth amendment to the East College Avenue Industrial Park post-construction stormwater management plan.

The Stormwater Department requests the Stormwater Board's acceptance of the plan.

Full document available upon request.

**Requested Motion:** Accept the post-construction stormwater management plan for the East College Avenue Industrial Park Amendment #4 project as it has been found to meet the requirements of City Ordinance 5209.

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**STORMWATER DEPARTMENT  
CITY OF GOSHEN**

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stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

**TO: City of Goshen Stormwater Board**

**FROM: Stormwater Department**

**RE: POST-CONSTRUCTION PLAN APPROVAL  
HYUNDAI OF GOSHEN AUTO DEALERSHIP (JN: 2023-2036)**

**DATE: May 22, 2025**

---

The developer of the Hyundai of Goshen Auto Dealership project, affecting one (1) or more acres of land and located at 3202 Elkhart Road, has submitted a sufficient post-construction plan that is compliant with Ordinance 5209, "Stormwater Management."

The Stormwater Department requests the Stormwater Board's acceptance of the plan.

Full document available upon request.

**Requested Motion:** Accept the post-construction stormwater management plan for the Hyundai of Goshen Auto Dealership project as it has been found to meet the requirements of City Ordinance 5209.

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**STORMWATER DEPARTMENT  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626

stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

**TO: City of Goshen Stormwater Board**

**FROM: Stormwater Department**

**RE: POST-CONSTRUCTION PLAN APPROVAL  
MAPLECREST COUNTRY CLUB PARKING EXPANSION (JN: 2025-2004)**

**DATE: May 22, 2025**

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The developer of the Maplecrest Country Club Parking Expansion project, affecting one (1) or more acres of land and located at 611 Hackett Road, has submitted a sufficient post-construction plan that is compliant with Ordinance 5209, "Stormwater Management."

The Stormwater Department requests the Stormwater Board's acceptance of the plan.

Full document available upon request.

**Requested Motion:** Accept the post-construction stormwater management plan for Maplecrest Country Club Parking Expansion as it has been found to meet the requirements of City Ordinance 5209.

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**CITY OF GOSHEN LEGAL DEPARTMENT**  
**Donald R. Shuler, Assistant City Attorney**

City Annex  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405

donshuler@goshencity.com • www.goshenindiana.org  
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

May 22, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Compliance Review Hearing – 322 W. Oakridge Avenue, Goshen, Indiana

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The Board last held a hearing on this property on February 13, 2025. The Board, noting recent change in ownership, issued an order for completion of substantial repairs and renovations to the Unsafe Building at the property to bring the property into substantial compliance with Goshen City Code by May 15, 2025. The Board also set the matter for a compliance review hearing for May 22, 2025. The Board's February 13, 2025 Order is attached.

The Board has continuing jurisdiction over enforcement of its Orders. Therefore, for the hearing, the Board may receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and anyone else wishing to speak to the property. Based on the findings the Board makes, the Board may:

1. Continue the matter for further review.
2. Modify the Order (e.g., formally remove the demolition order status, extend deadlines, require a performance bond, etc.).
3. Rescind the Order.
4. Issue an Order of Non-Compliance and, if warranted, impose a civil penalty if the Board specifically finds there has been a willful failure to comply.
5. Take any other action permitted by law to address the unsafe premises.

For any action resulting in an Order, the Board should make specific findings in support.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY  
UNSAFE BUILDING HEARING AUTHORITY  
REVIEW ORDER**

February 13, 2025

IN RE: Violation of Goshen City Code

Current Property Owner(s) of record: Eduardo Pizana & Abel Pizana

Former Property Owner(s) of record: Ronald E. Davidhizar;

Artisan Investment Group, LLC

Substantial property interest of record:None

Property located at: 322 W. Oakridge Avenue, Goshen, Indiana

Property Tax Code: 20-11-09-128-004.000-015 & 20-11-09-128-005.000-015

Property Legal Description: See Exhibit A

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The Order of the City of Goshen Building Commissioner dated July 17, 2024, and the Hearing Authority Record of Action and Continuous Enforcement Order dated September 12, 2024 (hereinafter, collectively, the "Order"), all came before the Hearing Authority on February 13, 2025, for a hearing and a decision as to whether the Order should be affirmed, rescinded, or modified, all in accordance with the provisions of the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance.

The Hearing Authority received testimony and evidence from the City of Goshen Building Department, through Travis Eash, as well as the property owner. Based on that testimony and evidence, the Hearing Authority makes the following findings:

1. The Unsafe Building at the Real Estate is still unsafe, is still in a condition that warrants demolition, and has not been demolished.
2. The current owner, Eduardo Pizana and Abel Pizana (hereinafter "Pizana"), recently purchased and obtained title to the Real Estate on January 28, 2025.



3. Pizana obtained a Remodel Permit from the Goshen Building Department on January 29, 2025.
4. No significant improvements to the Unsafe Building at the Real Estate have been made.
5. The Unsafe Building at the Real Estate has not passed any inspections.
6. The property owner, Pizana, has a desire to repair and renovate the Unsafe Building at the Real Estate, and has already began work to accomplish those plans. Specifically, Pizana believes that in ninety (90) days substantial progress on repairs will be made and the condition of the Unsafe Building will no longer warrant demolition.

**Considering these findings, the Hearing Authority now ORDERS:**

1. The current owner, Pizana, is ordered to complete substantial repairs and renovations to the Unsafe Building on the Real Estate in order to bring the Unsafe Building into substantial compliance with the requirements of Goshen City Code, with substantial work and progress to be completed on or before May 15, 2025. This order does not rescind the existing demolition order for the Unsafe Building at the Real Estate, which remains in effect and applicable to the Real Estate.
2. This matter is set for further hearing to review compliance with this Order and whether said Order should be affirmed, rescinded, or further modified, before the Goshen Board of Public Works and Safety on **May 22, 2025 at 4:00 p.m. (local time)**, or as soon thereafter as this matter may be heard, in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.
3. The Property Owner, Pizana, is permitted to pull permits for the remodel work, regardless of the existing demolition order, in coordination with the Goshen Building Department.
4. Should Property Owner fail to meet the above-stated requirements, the Hearing Authority will affirm the Order requiring demolition without the option of repair of the Unsafe Building of the Real Estate at the next scheduled hearing.

**SO ORDERED** on February 13, 2025, and signed this February 13, 2025.

City of Goshen Board of Public Work and Safety

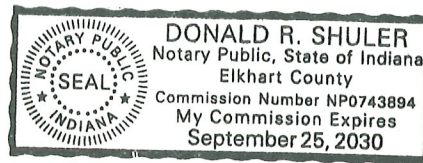
By:   
Mark Brinson, Presiding Officer

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF ELKHART    )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety, the City of Goshen, Indiana's Hearing Authority, by Mark Brinson, Presiding Officer, and acknowledged execution of the foregoing Order on February 13, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public



This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, Ph: 574.537.3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document unless required by law (Donald R. Shuler).



Exhibit A – Legal Description

Tract #1: Lot Number Eleven (11) in Banta's Addition to the City of Goshen, Indiana, and the north one-half (N ½) of the vacated alley adjacent south, as per Ordinance No. 3244, dated June 5, 1987, and recorded in Instrument #87-012410, Records of Elkhart County, Indiana.

Tract #2: Also, beginning at the Northwest corner of Lot Number Eleven (11) in Banta's Addition to the City of Goshen, Indiana; thence west fifty (50) feet along the south line of Oakridge Avenue; thence south two hundred (200) feet; thence east fifty (50) feet; thence north two hundred (200) feet to the place of beginning.

Commonly known as:       322 West Oakridge  
                                  Goshen, Indiana 46526



**CITY OF GOSHEN LEGAL DEPARTMENT**  
**Donald R. Shuler, Assistant City Attorney**

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May 22, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Compliance Review Hearing – 214 E. Clinton Street, Goshen, Indiana

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The Board last held a hearing on this property on February 13, 2025. The Board, noting recent change in ownership, issued an order for completion of substantial repairs and renovations to the Unsafe Building at the property to bring the property into substantial compliance with Goshen City Code by May 15, 2025. The Board also set the matter for a compliance review hearing for May 22, 2025. The Board's February 13, 2025 Order is attached.

The Board has continuing jurisdiction over enforcement of its Orders. Therefore, for the hearing, the Board may receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and anyone else wishing to speak to the property. Based on the findings the Board makes, the Board may:

1. Continue the matter for further review.
2. Modify the Order (e.g., formally remove the demolition order status, extend deadlines, require a performance bond, etc.).
3. Rescind the Order.
4. Issue an Order of Non-Compliance and, if warranted, impose a civil penalty if the Board specifically finds there has been a willful failure to comply.
5. Take any other action permitted by law to address the unsafe premises.

For any action resulting in an Order, the Board should make specific findings in support.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY  
UNSAFE BUILDING HEARING AUTHORITY  
REVIEW ORDER**

February 13, 2025

IN RE: Violation of Goshen City Code

Current Property Owner(s) of record: Alvarez Renovation, LLC

Former Property Owner(s) of record: Ronald E. Davidhizar;

Artisan Investment Group, LLC

Substantial property interest of record:None

Property located at: 214 E. Clinton Street Goshen, Indiana

Property Tax Code: 20-11-09-426-008.000-015

Property Legal Description: See Exhibit A

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The Order of the City of Goshen Building Commissioner dated November 16, 2021, the Order of the City of Goshen Board of Public Works and Safety dated January 26, 2022, and the Order of the City of Goshen Board of Public Works and Safety dated May 6, 2022 (hereinafter collectively, the "Order"), all came before the Hearing Authority on February 13, 2025, for a hearing and a decision as to whether the Order should be affirmed, rescinded, or modified, all in accordance with the provisions of the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance.

The Hearing Authority received testimony and evidence from the City of Goshen Building Department, through Travis Eash, as well as the property owner. Based on that testimony and evidence, the Hearing Authority makes the following findings:

1. The Unsafe Building at the Real Estate is still unsafe, is still in a condition that warrants demolition, and has not been demolished.
2. The current owner, Alvarez Restoration, LLC (hereinafter "Alvarez"), recently purchased and obtained title to the Real Estate on January 22, 2025.

3. Alvarez obtained permits for Remodel, Electrical, Mechanical, Siding, and Windows from the Goshen Building Department on February 5, 2025.
4. No significant improvements to the Unsafe Building at the Real Estate have been made.
5. The Unsafe Building at the Real Estate has not passed any inspections.
6. The property owner, Alvarez, has a desire to repair and renovate the Unsafe Building at the Real Estate, and has already began work to accomplish those plans. Specifically, Pizana believes that in ninety (90) days substantial progress on repairs will be made and the condition of the Unsafe Building will no longer warrant demolition.

**Considering these findings, the Hearing Authority now ORDERS:**

1. The current owner, Alvarez, is ordered to complete substantial repairs and renovations to the Unsafe Building on the Real Estate in order to bring the Unsafe Building into substantial compliance with the requirements of Goshen City Code, with substantial work and progress to be completed on or before May 15, 2025. This order does not rescind the existing demolition order for the Unsafe Building at the Real Estate, which remains in effect and applicable to the Real Estate.
2. This matter is set for further hearing to review compliance with this Order and whether said Order should be affirmed, rescinded, or further modified, before the Goshen Board of Public Works and Safety on **May 22, 2025 at 4:00 p.m. (local time)**, or as soon thereafter as this matter may be heard, in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.
3. The Property Owner, Alvarez, is permitted to pull permits for the remodel work, regardless of the existing demolition order, in coordination with the Goshen Building Department.
4. Should Property Owner fail to meet the above-stated requirements, the Hearing Authority will affirm the Order requiring demolition without the option of repair of the Unsafe Building of the Real Estate at the next scheduled hearing.

**SO ORDERED** on February 13, 2025, and signed this February 13, 2025.

City of Goshen Board of Public Work and Safety

By:   
Mark Brinson, Presiding Officer



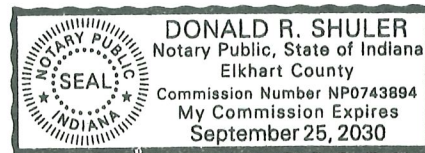
STATE OF INDIANA       )  
                                      ) SS:  
COUNTY OF ELKHART    )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety, the City of Goshen, Indiana's Hearing Authority, by Mark Brinson, Presiding Officer, and acknowledged execution of the foregoing Order on February 13, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public



This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, Ph: 574.537.3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document unless required by law (Donald R. Shuler).

Exhibit A – Legal Description

Thirty-six and one-half ( $36 \frac{1}{2}$ ) feet by parallel lines off the East end or side of the West Half ( $W \frac{1}{2}$ ) of Lot Number Forty-seven (47) of the Original Plat of the City of Goshen, Indiana.