



Goshen Common Council

6:00 p.m. January 19, 2021 Regular Meeting

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

This meeting will be conducted under a declared public health emergency covering all of the State of Indiana. In accordance with Mayor Stutsman's Executive Order 2020-16, this meeting will be held with virtual-only public access, including opportunity for questions/comments at the appointed times, via Zoom software. Note that free public Wifi is available at Goshen Public Library. For link, see <https://goshenindiana.org/calendar>

Call to Order by Mayor Jeremy Stutsman

Pledge of Allegiance

Electronic Meeting Participation Statement and Roll Call:

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

Approval of Minutes

Approval of Meeting Agenda

Privilege of the Floor

Elected Official Reports

Budget Encumbrances from 2020-2021, City Clerk-Treasurer Adam Scharf

I. Resolution 2021-01

Local Roads and Bridges Matching Grant Agreement with InDOT for Reconstruction of 16th Street from College Avenue to Plymouth Avenue

II. Resolution 2021-02

Service Delivery Agreement Between County of Elkhart and Goshen Police Department for 2021 Elkhart County Drug-Free Community Funds

III. Resolution 2021-03

Supporting Domestic Tranquility

IV. Public Hearing

On Proposal to Establish the Annual Tax Rate for the City of Goshen Cumulative Capital Development Fund

V. Ordinance 5074 (1st Reading)

Establish the Annual Tax Rate for the City of Goshen Cumulative Capital Development Fund



City Clerk-Treasurer
CITY OF GOSHEN

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14 January 2021

To: Goshen City Council

From: Adam Scharf, City Clerk-Treasurer

Re: Budget Encumbrances from 2020 to 2021

The business of the City proceeds on an ongoing basis, yet the municipal budget framework is year-by-year. Certain financial obligations are budgeted for and incurred in one year, but are not finalized or paid for until the next. Encumbrances, as the mechanism by which approved appropriations are carried over from one budget year into the next, are to be pursuant to valid invoices, contracts, or other tools securing the particular obligation. You will note the specific dollar amounts – to the penny – of the encumbrances, which are tied to documented costs already committed to, but not yet paid for.

The City Clerk-Treasurer, as the city's fiscal officer charged with faithful execution and enforcement of the budget, is responsible to review and approve or deny, as appropriate, encumbrance requests from Departments. State guidance indicates that approved budget encumbrances should be presented to the Common Council and made a part of the minutes of an official business meeting. As such, the full list of approved encumbrances is attached as Exhibit A.

The appropriation amounts in these lines will be added to the 2021 budget appropriations as presented by Mayor Stutsman and approved by both the Goshen Common Council and the Indiana Department of Local Government Finance ("DLGF").

These approved encumbrances will be reported to the DLGF, which in turn will use this information in the evaluation of future budget and additional appropriation requests the City submits for approval.

Please be aware that due to a change of internal procedure to better align with State Board of Accounts standards, a few outfitting and equipment-related budget lines for the Police and Fire Departments that have been handled as "rolling" encumbrances in recent years will be presented instead to the Council in the near future as additional appropriations. Then going forward these lines will be budgeted in the same manner as all other lines in the annual budget. This change in procedure will have no net impact on total allowed spending for 2021 even with the approval of an additional appropriations (in place of encumbrances).

Exhibit A

ENCUMBRANCES FROM 2020 BUDGET TO 2021

<u>Account Number</u>	<u>Account Title</u>	<u>Encumbered Amount</u>
101-510-07-442.0001	Board of Works / Capital Projects	\$ 808,716.54
101-520-11-422.0153	Police / Drug Unit	2,487.94
101-520-11-422.0154	Police / Other Equipment	88,704.15
101-520-12-422-0151	Fire / Other Operating Supplies	9,000.00
101-520-12-445.0201	Ambulance / Other Equipment	55,979.22
101-550-46-431.0500	Environmental / Contractual Services	31,748.00
101-550-46-431.0503	Environmental / Other Professional Services	43,862.00
101-550-46-431.0504	Environmental / Street Tree Maintenance	9,000.00
201-530-00-411.0140	MVH / Part-Time Personnel	1,478.40
201-530-00-413.0501	MVH / Health Insurance	5,423.41
201-530-00-422.0210	MVH / Gasoline, Diesel, Propane	8,200.65
201-530-00-429.0001	MVH / Other Operating Supplies	43,798.09
201-530-00-444.0401	MVH / Motor Vehicle Equipment	15,490.61
202-530-00-431.0501	Local Road & Street / Contractual Service	529,711.28
204-550-00-423.0110	Parks / Building Materials and Supplies EDIT /	1,680.00
218-560-00-431.0501	Contractual Services	604,147.72
218-560-00-431.0520	EDIT / Marketing and Promotions	37,500.00
218-560-00-442.0006	EDIT / Capital Projects	1,233,124.63
249-520-00-436.0501	PS LOIT / Shooting Range Maintenance	167,256.25
402-570-00-423.0110	CCD / Building Repairs	89,907.61
402-570-00-431.0501	CCD / Contractual Services	279,163.26
433-510-00-445.0501	CCI Fire / Other Equipment	45,796.07
473-560-00-431.0502	SE Econ District / Contractual Services	71,557.25
473-560-00-442.0000	SE Econ District / Capital Projects	1,757,372.45
480-560-00-431.0502	Consolidated River Race / Contractual Services	264,888.46
480-560-00-442.0000	Consolidated River Race / Capital Projects	7,837.50
		<hr/>
	Total	\$ 6,213,831.49

COUNCIL RESOLUTION 2021-01

Local Roads and Bridges Matching Grant Agreement with InDOT for Reconstruction of 16th Street from College Avenue to Plymouth Avenue

WHEREAS the City of Goshen plans to reconstruct 16th Street from College Avenue to Plymouth Avenue (hereinafter the "Project").

WHEREAS the City applied to Indiana Department of Transportation and was awarded a grant for up to \$549,975.50 from the State's Local Roads and Bridges Matching Grant Fund which represents 50% of the eligible costs of the Project.

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

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council approves the terms and conditions of the Local Roads and Bridges Matching Grant Agreement with the Indiana Department of Transportation for partial funding for the Project attached to and made a part of this resolution.

PASSED BY THE COMMON COUNCIL on the ____ day of _____, 2021

Jeremy P. Stutsman, Presiding Officer

ATTEST _____
Adam C. Scharf, Clerk-Treasurer

Presented to the Mayor of the City of Goshen, Indiana, on the ____ day of _____, 2021

Adam C. Scharf, Clerk-Treasurer

This resolution approved and signed on the ____ day of _____, 2021

Jeremy P. Stutsman, Mayor

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract # A249-21-LG200413

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

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of \$549,975.50 (the “Grant”), representing **50%** of the eligible costs of the project (the “Project”) described in Attachment A of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-23-30 establishing the authority to make this Grant,

FUNDING SOURCE:

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

2. Representations and Warranties of the Grantee.

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

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

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

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

3. Implementation of and Reporting on the Project.

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

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

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

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

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

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

6. Payment of Claims.

- A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of local funds.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **50% of the eligible Project costs and not more than \$1 million**. The maximum amount of state funds allocated to the Project is **\$549,975.50**. The Grantee

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

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

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

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

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

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

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

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

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

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

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

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

9. Compliance with Laws.

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

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

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

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

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

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

G. As required by IC § 5-22-3-7:

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

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

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

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

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

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

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

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

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

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement

10. Debarment and Suspension.

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

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

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

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

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

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

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

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

13. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated

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

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

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

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

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

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

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

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N758 - Local Programs
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

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

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

Donya Larue
Fort Wayne District
5333 Hatfield Road
Fort Wayne, IN 46808
Email: dlarue@indot.in.gov

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

City of Goshen
ATTN: Jeremy Stutsman
204 East Jefferson Street
GOSHEN, IN 46528
Email: mayor@goshencity.com

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

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by the State, (3) Invitation to Apply for Grant; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

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

21. Termination for Breach.

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

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

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

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

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion, Acceptance

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

AGREEMENT TO USE ELECTRONIC SIGNATURES

(Applicable to only to Grant Agreements processed through SCM)

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

[Grantee] City of Goshen

Indiana Department of Transportation

By: _____

By: _____

Name and Title, Printed

Joseph McGuinness, Commissioner (for)

Date: _____

Date: _____

Approved by:

Indiana Department of Administration

Approved by:

State Budget Agency

By: _____ (for)

Lesley A. Crane, Commissioner

By: _____ (for)

Zachary Q. Jackson, Director

Date: _____

Date: _____

APPROVED as to Form and Legality:

Office of the Attorney General

By: _____ (for)

Curtis T. Hill, Jr., Attorney General

Date: _____

**Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on November 24, 2020**

FA 20-89

This instrument was prepared by the undersigned attorney:

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

Date: _____

ATTACHMENT A

PROJECT DESCRIPTION

Des No: **2002715**

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

Type of Project: **Pavement Replacement**

Location:

Route Name	From	To
16TH ST	College Avenue	Plymouth Avenue

Application ID: **10170**

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

Complete road replacement including curb and gutter and

The maximum amount of state funds allocated to the Project is \$549,975.50

ATTACHMENT B

AWARD LETTER



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758 - Local Programs
Indianapolis, Indiana 46204

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

Eric Holcomb, Governor
Joe McGuinness, Commissioner

December 08, 2020

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

RE: Community Crossing Matching Grant Fund 2020-2 Award Letter

Dear Jeremy Stutsman:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2020-2 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Table with 3 columns: Application ID, Preliminary Awarded Amount, Location Priority. Row 1: 10170, \$549,975.50, All. Row 2: TOTAL, \$549,975.50

Preliminary award amounts are contingent upon the following:

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

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

If you have any questions, please contact Donya Larue, (574) 267-6847 or dlarue@indot.in.gov.

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

Sincerely,

Kathy Eaton-McKalip

Director of Local Programs
Indiana Department of Transportation

COUNCIL RESOLUTION 2021-02

**Service Delivery Agreement Between County of Elkhart and
Goshen Police Department for 2021 Elkhart County Drug-Free Community Funds**

WHEREAS the Goshen Police Department made application to and was awarded \$28,567 in grant funding from the Elkhart County Drug-Free Partnership for the purchase of portable breath analyzers.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council approves the terms and conditions of the Service Delivery Agreement between the County of Elkhart and Goshen Police Department for the 2021 Elkhart County Drug-Free Community Funds, a copy of which is attached to and made a part of this resolution.

PASSED BY THE COMMON COUNCIL on the ____ day of _____, 2021

Jeremy P. Stutsman, Presiding Officer

ATTEST _____
Adam C. Scharf, Clerk-Treasurer

Presented to the Mayor of the City of Goshen, Indiana, on the ____ day of _____, 2021

Adam C. Scharf, Clerk-Treasurer

This resolution approved and signed on the ____ day of _____, 2021

Jeremy P. Stutsman, Mayor

SERVICE DELIVERY AGREEMENT

In consideration of a grant award from the Board of Commissioners of the County of Elkhart, Indiana (“County”) for program: “PBT 2020” in the sum of \$28,567 from the Elkhart County Drug Free Community Fund (DFCF) in 2021, the undersigned **Goshen Police Department** (“Grantee”) hereby agrees as follows:

1. This Agreement shall be effective January 1, 2021 and shall remain in effect through December 31, 2021.
2. Grantee agrees to comply with all terms and provisions of this Agreement and to perform service delivery in accordance with and pursuant to the terms of its approved **Application for Funds to the DFCF**. Grantee’s approved Application for Funds will remain on file with the Elkhart County Drug Free Partnership (Partnership) office for reference and implementation purposes. This can be accessed at grantee’s request. Any substantive proposed changes shall be subject to the prior written approval of the PARTNERSHIP and the County.
3. The schedule of distribution of funds to the Grantee **shall be paid quarterly** or as determined by the PARTNERSHIP and the County.
4. Equipment purchases shall be paid upon submission of a copy of an invoice and a claim for the cost of purchased equipment. Reimbursement shall be distributed on a one-time lump sum basis. All other disbursements will be made by the PARTNERSHIP via the County upon timely receipt of reports and correct and timely claim forms.
5. Grantee hereby certifies that services afforded hereunder will provide a continuation of existing programming or new or expanded programming and not a duplication of services already available in the community as determined by PARTNERSHIP. To the extent that licenses, certifications, permits, and other authorizations are required by applicable law in order to provide the services under this Agreement, Grantee warrants and represents that it currently possesses such licenses, certifications, permits, and authorizations, and will continue to maintain such throughout the term of this Agreement.
6. Grantee recognizes and acknowledges that any release of funds pursuant to this Agreement shall be subject to the approval of the County upon recommendation of the PARTNERSHIP pursuant to properly executed and completed Claim Forms and the submission of quarterly reports.
7. Grantee agrees that all information concerning the DFCF generated by itself, received by another source, or provided by the County shall be maintained in a confidential manner and released only in accordance with the requirements of law or when an appropriate Release of Information is in place and executed by all necessary parties, all in accordance with Indiana Code § 5-14-3 et seq.
8. Grantee shall defend, indemnify, and hold harmless the County and the PARTNERSHIP from and against any and all claims, demands, actions, liabilities, damages or costs related to Grantee’s service delivery as well as an act of omission of Grantee carrying out its activities under this Agreement.
9. Pursuant to Indiana Code §22-9-1-10, Grantee and its subcontractors, if any, shall not discriminate against any employee or applicant for employment in the performance of this Agreement with respect to their hire, tenure, terms, conditions, or privileges of employment or any matter directly

or indirectly related to employment because of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran. Breach of this covenant may be considered as a breach of this Agreement.

10. Grantee agrees to maintain a drug-free workplace and agrees to submit written notice to the PARTNERSHIP within ten (10) days after receiving actual notice of any Grantee personnel being convicted of a criminal drug violation occurring in Grantee's workplace. It is further agreed that should Grantee fail to comply in good faith with the terms of this paragraph, such failure shall constitute a material breach of this Agreement.
11. Grantee 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 Grantee 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. Grantee further certifies that any affiliate or principal of Grantee and any agent acting on behalf of Grantee or on behalf of any affiliate or principal of Grantee, except for de minimis and non-systematic violation, 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 this Agreement, even if I.C. 24-4.7 is preempted by federal law.
12. Except for compensation for services or reimbursement of expenses, Grantee represents and certifies that no employee of Grantee derives nor shall derive personal or financial benefit for himself or herself or any individual with whom he or she has a family or business relationship. Violation of this paragraph shall constitute a material breach of this Agreement.
13. Grantee agrees to provide a quarterly report and a final close-out report, as the case may be, on the status of its service delivery under this Agreement and Grantee's Application for Funds. The reports shall be submitted to the PARTNERSHIP Coordinator on or before **April 10, July 10, October 10 and January 10**. At any time during normal business hours, grantee shall make available to the PARTNERSHIP and the County or designated representative for examination of its records with respect to the matters covered by this Agreement and will permit the PARTNERSHIP and County to audit, examine, and make excerpts of transcripts of such records, and to make audits of all grants, invoices, materials, payrolls, and other data relating to the matters covered by this Agreement.
14. In the event of any violation of this Agreement, including a failure to perform, County shall have the right and option to terminate this Agreement upon written notice to PARTNERSHIP.
15. Grantee shall not assign or transfer any interest in this Agreement nor subcontract any services required by this Agreement without the prior written consent of PARTNERSHIP. This Agreement shall be binding upon the Grantee and its successors and assigns. This Agreement shall insure to the benefit of the County and its successors and assigns.
16. Programs failing to utilize all funds by December 31st, must petition the PARTNERSHIP Board of Directors for permission to use them beyond that date. All granted funds must be used by no later than March 31 the following year. Failure to submit by this deadline will result in any unclaimed amounts being returned to the DFCF general fund. Grantee at that point forfeits its right to access any unclaimed amounts.
17. Grantee agrees to make a reasonable effort to promote the PARTNERSHIP by including references to it in its promotional and marketing activities of the funded program.

18. Grantee agrees to have an identified representative of the funded program attend a minimum of three (3) PARTNERSHIP general membership meetings.

19. IN WITNESS WHEREOF, Grantee has entered into the executed this Service Delivery Agreement on the date set forth below.

GRANTEE:
Goshen Police Department
111 E. Jefferson Street
Goshen, IN 46528

Jeremy P. Stutsman
Printed Name of Grantee's Authorized Agent

Signature of Authorized Agent:

Mayor, City of Goshen
Title

January 11, 2021
Date

GRANTOR: ELKHART COUNTY DRUG-FREE
PARTNERSHIP
BRISTOL, INDIANA

By Jhoscho

Title Executive Director

Date November 16, 2020

COUNCIL RESOLUTION 2021-03

Supporting Domestic Tranquility

WHEREAS, establishing and protecting "Domestic Tranquility" is one of the foremost purposes of government, as stated in the Preamble to the United States Constitution;

WHEREAS, the State of Indiana ordained its Constitution, as declared in its preamble, so that "public order be maintained;"

WHEREAS, our nation is experiencing extraordinary political polarization and experts at Carnegie Endowment for International Peace note that once violence begins, it builds on itself, requiring community leaders to "clearly assert that violence and violent rhetoric are unacceptable;"

WHEREAS, duly elected officials acting in accordance with the law and in their official capacities represent the embodiment of government created "of the People, by the People, and for the People;"

WHEREAS, verbal harassment, intimidation, threats, and acts of violence impede the legitimate work of legislative bodies in service to their communities across the nation, including in Goshen, Indiana;

WHEREAS, peaceful, public protest is a constitutional right and fundamental to the health of democracy;

WHEREAS, the People established government to escape the human tendency towards violence, and the dangerous and false notion that "might makes right;" and

WHEREAS, regular, fair, and free elections are held for the People to hold elected officials accountable and peaceably remove politicians deemed unsuitable to the majority of voters,

NOW THEREFORE, BE IT RESOLVED by the Goshen Common Council that:

Regardless of political affiliation or world view, we stand shoulder-to-shoulder in solidarity – and in the name of Domestic Tranquility - to speak forcefully, and in one voice, against any and all efforts to intimidate, threaten, or use physical force as a means to control public policy or the legislative process.

PASSED BY THE COMMON COUNCIL on the ____ day of _____, 2021

Jeremy P. Stutsman, Presiding Officer

ATTEST _____
Adam C. Scharf, Clerk-Treasurer

Presented to the Mayor of the City of Goshen, Indiana, on the ____ day of _____, 2021

Adam C. Scharf, Clerk-Treasurer

This resolution approved and signed on the ____ day of _____, 2021

Jeremy P. Stutsman, Mayor

**Notice of Public Hearing
on Proposal to Establish the Annual Tax Rate for the City of Goshen
Cumulative Capital Development Fund**

The Goshen Common Council will hold a public hearing at its meeting on January 19, 2021 at 6:00 p.m. at which City of Goshen taxpayers may be heard concerning a proposal to establish the annual tax rate for the Cumulative Capital Development Fund. The hearing will be held in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen.

This public meeting will be physically closed, but open to the public through Zoom which allows for public participation in the meeting through electronic means. In accordance with the City of Goshen Rules for Virtual Public Meetings which may be viewed on the City's web site at <https://goshenindiana.org/city-council>, the public may access this meeting online at <https://us02web.zoom.us/j/84124709579> or by calling +1 312 626 6799 (Chicago), +1 929 205 6099 (New York), or +1 301 715 8592 (Washington, DC). The meeting/webinar ID is: 841 2470 9579. To speak during the public hearing, the public should "Raise Hand" if accessing online or dial *9 if calling on the telephone.

The Cumulative Capital Development Fund as authorized under the provisions of Indiana Code §§ 6-1.1-41-1 et seq., Indiana Code §§ 36-9-15.5-1 et seq., and city ordinance, may be used for any or all the purposes specified by Indiana Code § 36-9-15.5-2. The proposed tax will be levied on all taxable property within the City of Goshen and will not exceed Five Cents (\$0.05) on each One Hundred Dollars (\$100) of assessed valuation. The proposed tax will be levied beginning with 2021 taxes payable in 2022.

Following the public hearing, the Common Council will consider a proposed ordinance to establish the annual tax rate for the Cumulative Capital Development Fund. If the Common Council passes and adopts the proposed ordinance, the City of Goshen will publish a notice of adoption.

At least fifty (50) City of Goshen taxpayers may file a petition with the Elkhart County Auditor not later than noon thirty (30) days after the publication of the notice of adoption stating their objections to the establishment of the annual tax rate for the Cumulative Capital Development Fund. If a valid petition is filed, the Auditor shall immediately certify the petition to the Indiana Department of Local Government Finance (DLGF), and the DLGF shall schedule a hearing on the petition.

The proposal to establish the annual tax rate for the Cumulative Capital Development Fund is subject to approval by the DLGF.

ORDINANCE 5074

Establish the Annual Tax Rate for the City of Goshen Cumulative Capital Development Fund

WHEREAS Indiana Code §§ 6-1.1-41-1 et seq. and Indiana Code §§ 36-9-15.5-1 et seq. authorize a municipality to establish a Cumulative Capital Development Fund;

WHEREAS the Goshen Common Council has established a Cumulative Capital Development Fund and desires to increase the rate of the tax to be levied for the fund in the ensuing year; and

WHEREAS pursuant to notice given, the Goshen Common Council conducted a public hearing on January 19, 2021 giving all interested taxpayers the opportunity to be heard on the proposal to establish the annual tax rate for the Cumulative Capital Development Fund.

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

Section 1. Fund Continued; Purposes of Fund

(A) The Cumulative Capital Development Fund established by the Goshen Common Council under the provisions of Indiana Code §§ 6-1.1-41-1 et seq. and Indiana Code §§ 36-9-15.5-1 et seq. is continued.

(B) The Cumulative Capital Development Fund may be used for any or all the purposes specified by Indiana Code § 36-9-15.5-2.

Section 2. Tax Levy

To provide for the Cumulative Capital Development Fund, the City of Goshen will levy a tax on all taxable property within the City of Goshen. The tax rate will not exceed Five Cents (\$0.05) on each One Hundred Dollars (\$100) of assessed valuation. The tax will be levied beginning with 2021 taxes payable in 2022.

Section 3. Submission to Department of Local Government Finance

In accordance with Indiana Code § 6-1.1-41-3(e), a Notice of Adoption shall be published upon the adoption of this ordinance. The City shall also submit the complete proposal to establish the annual tax rate for the Cumulative Capital Development Fund, including a certified copy of this ordinance, to the Indiana Department of Local Government Finance for review and approval pursuant to Indiana Code § 6-1.1-41-4.

PASSED BY THE COMMON COUNCIL on the ____ day of _____, 2021

Jeremy P. Stutsman, Presiding Officer

ATTEST _____
Adam C. Scharf, Clerk-Treasurer

Presented to the Mayor of the City of Goshen, Indiana, on the ____ day of _____, 2021

Adam C. Scharf, Clerk-Treasurer

APPROVED and ADOPTED on the ____ day of _____, 2021

Jeremy P. Stutsman, Mayor