



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. January 3, 2022

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 Jeremy Stutsman

Approval of Minutes: December 20, 2021

Approval of Agenda

- 1) Request to Park 28 ft. U-Pack Trailer in front of 804 S. 11th Street (Susana Cabezas not able to attend meeting)
- 2) Resolution 2022-01 – Documenting the Submission of the 2021 Annual Certifications by City of Goshen Elected Officers
- 3) Resolution 2022-02 – Approving the Establishment of and Compensation for a Special Firefighter
- 4) Resolution 2022-03 – Ratify Certification of Compliance with EEO Program and Submission of EEO Utilization Report
- 5) Agreement with Alexander Chemical Corporation for Purchase of Chlorine
- 6) Request to Hire Doug Gadson, Special Firefighter for Goshen Fire Department

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE DEC. 20, 2021 REGULAR MEETING

Convened at 2 p.m. at Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Mayor Jeremy Stutsman and members Mike Landis, Mary Nichols, DeWayne Riouse and Barb Swartley

Absent:

Call to Order: Mayor Stutsman called the meeting to order at 2 p.m.

Review/approval of Minutes: Minutes of the Dec. 13, 2021 meeting of the Board of Works & Safety & Stormwater Board were presented. Board member Mike Landis moved to approve the minutes as presented and the motion was seconded by Board member Mary Nichols. Motion passed 5-0.

Review/approval of Agenda: Mayor Stutsman presented the Board agenda for consideration. Landis moved to approve the agenda as submitted. Nichols seconded the motion. Motion passed 5-0.

1) Goshen Fire Department: Swearing in of Joseph F. Cestone as a Probationary Firefighter

Goshen Fire Chief Danny Sink asked the Board to approve the hiring of Joseph F. Cestone as a Probationary Firefighter for the Goshen Fire Department, effective today, Dec. 20, 2021. Chief Sink said Cestone has passed all of the pension requirements for the State of Indiana.

Landis/Nichols moved to approve the hiring of Joseph F. Cestone as a Probationary Firefighter for the Goshen Fire Department, effective today, Dec. 20, 2021. Motion passed 5-0. Mayor Stutsman then swore in Joseph F. Cestone as a Probationary Firefighter. He was accompanied by his spouse and children.

2) Resolution 2021-36: Approve 2022 compensation for Police Department employees

Shannon Marks, a paralegal with the City Legal Department, presented the Board with Resolution 2021-36, Compensation for Police Department employees, between the City and the Elkhart FOP Lodge 52, Inc., representing the full-time sworn officers of the Goshen Police Department.

After the Board of Work agenda and packet were distributed on Dec. 17, 2021, the City Legal Department informed the Mayor, the Council and the Clerk-Treasurer that draft Ordinance 5103 contained errors. In a Dec. 20, 2021 email, City Legal Compliance Administrator Shannon Marks wrote that "the language in Section 13, Longevity Increase, was revised so that employees receive the annual longevity increase beginning their first year of employment. This is consistent with the current practice for the payment of increment pay which this new language replaced. The other corrections were to the bi-weekly salaries of Assistant Chief and Division Chief in Exhibit A." A corrected copy of draft Ordinance 5103 was emailed to the Mayor, the Council and the Clerk-Treasurer. Copies also were distributed to Board of Works members at its Dec. 20 meeting. A copy of Shannon Marks email, Resolution 2021-36 and corrected Ordinance 5103, is attached to the Dec. 20, 2021 Board of Works minutes as EXHIBIT 1.

Marks explained the above changes to the Board of Works.



By way of background on Resolution 2021-36, Marks explained that state statute provides that the Common Council shall fix the compensation of all members of the police department by ordinance no later than Nov. 1 for the ensuing budget year. In the event an ordinance is not passed by Nov. 1, then the Board of Public Works and Safety shall fix the annual compensation, subject to change by ordinance. The negotiations for a new agreement between the City and the Elkhart FOP Lodge 52, Inc. were not completed until after Nov. 1. Therefore, Resolution 2021-36 was prepared for the Board of Works to approve the 2022 maximum compensation, including wages and benefits, for all Police Department employees. Ordinance 5103 includes those employees that are not covered under the new agreement. The ordinance is based on the terms of the new agreement for those employees that are represented by the Lodge. The City Council was scheduled to consider Ordinance 5103, Compensation for Police Department Employees for 2022, at its Dec. 21, 2021 meeting.

Mayor Stutsman explained the outcome of the negotiations in terms of salary increases for police officers. Landis/Nichols moved to approve and execute Resolution 2021-36, the 2022 Compensation for Police Department employees. Motion passed 5-0.

3) Collective bargaining agreement with Goshen Firefighters Association, Local No. 1443

Goshen City Attorney Bodie Stegelmann asked the Board to approve and execute the City agreement with the Goshen Firefighters Association Local No. 1443, International Association of Firefighters. Stegelmann provided an overview of the substantive changes in the proposed agreement. The agreement would be effective Jan. 1, 2022 **through Dec. 31, 2023. It provides for a 3.5% base salary increase and continues the City's 80%** payment for weekly health insurance premiums, with employees continuing to pay 20% of premiums. It also sets forth provisions for **holiday pay, a uniform allowance, sick leave and buy back, paramedic pay, the City's** minimum work force, and a requirement for paramedic training.

Mayor Stutsman stated for the record that contract changes were made regarding holiday pay and the uniform **allowance. More specifically, holiday pay has now been added to bargaining unit employees' base salary (instead of the payment of 2.2% of an employees' base salary as holiday pay) and \$400 has been moved to the employee's** base salary for a uniform allowance (instead of a \$600 separate payment for employees to purchase uniforms).

Landis/Nichols moved to approve and execute the City agreement with the Goshen Firefighters Association Local No. 1443, International Association of Firefighters. Motion passed 5-0.

4) Resolution 2021-37: Approve 2022 Compensation for Fire Department employees

Mayor Stutsman asked the Board to approve and execute the companion Resolution 2021-37, Compensation for Fire Department employees. The negotiations for a new agreement between the City and Goshen Firefighters Association Local No. 1443, International Association of Firefighters, representing the sworn members of the Goshen Fire Department, concluded negotiations of a new agreement after Nov. 1, 2021. Therefore, Resolution 2021-37 is for the Board to approve the 2022 maximum compensation, including wages and benefits, for Fire Department employees. The City Council is scheduled to consider Ordinance 5102, Compensation for Fire Department Employees for 2022, at its Dec. 21, 2021 meeting,

Landis/Nichols moved to approve and execute Resolution 2021-37, Compensation for Fire Department employees. Motion passed 5-0.



5) Resolution 2021-38: Interlocal agreement with Elkhart Township for fire protection and ambulance service. Goshen City Attorney Bodie Stegelmann presented to the Board for approval Resolution 2021-38, an Interlocal Agreement with Elkhart Township, Elkhart County, for Fire and Ambulance Service, and to authorize Mayor Stutsman to execute the interlocal agreement.

Mayor Stutsman said the Elkhart Township trustee reached out to City of Goshen staff nine or ten months ago to ask whether the City would be interested in providing fire and ambulance services because the township was having difficulty arranging for a sufficient number of volunteers.

City Attorney Stegelmann said City staff negotiated with the Elkhart Township trustee about the cost of providing that service in the unincorporated areas of the township. Stegelmann said the township board approved the terms of the agreement on Dec. 16. Stegelmann outlined the key terms of the agreement.

Stegelmann said that when the agreement is finalized, the township will transfer to the City of Goshen two fire stations and vehicles and equipment, which would be needed for the City to provide the service. The City also will receive a payment of about \$150,000 to equip the vehicles with airway protection equipment similar to the equipment the City uses.

In 2023, Stegelmann said the township will provide the city with \$400,000 for services and then for three years, starting in 2024, the township will pay \$350,000 per year for services. Afterward, he said the City of Goshen will conduct a cost of service study and rates will be based on that study. Stegelmann said that based on calculations, the City, will be fairly compensated and will neither lose nor make money on this agreement.

Mayor Stutsman said Baker Tilly conducted a study for the City which concluded that the City will not make money on the agreement, but also will not be subsidizing service to the township. He said the compensation is reasonable, but there will be a reassessment in five years to ensure the financial arrangement is still working. The Mayor said **Fire and Central Garage staff inspected the township's equipment and found it to be in good condition.** Mayor Stutsman said several staff members also inspected the fire stations, which also are in good shape. Mayor Stutsman said Fire Department Chief Dan Sink always seeks to improve service to area fire departments and area departments work together on big fires, and this agreement with the township is consistent with that approach.

Board member Landis asked if the City would staff two additional stations. Mayor Stutsman said the City will have two additional buildings, which will house equipment. The City also will add an employee from the township. Chief Sink added further information about the use of the buildings and the added staff member.

Landis/Nichols moved to approve Resolution 2021-38, approving the Interlocal Agreement with Elkhart Township, Elkhart County, Indiana for Fire and Ambulance Service, and authorize Mayor Stutsman to execute the interlocal agreement. Motion passed 5-0.

6) Water/Sewer maintenance fund annual allotment

Kent Holdren, Superintendent of Goshen Water and Sewer Collections, asked the Board to approve the recommendation of the Goshen Utility Department to allocate 0.60 cents to the Water Maintenance Fund and 0.50 cents to the Sewer Maintenance Fund for the 2022 billing year. As per Ordinance No. 4531, the Board of Public Works and Safety and Stormwater Board is to annually review the Residential Water and Sewer Line Maintenance Repair Fund balances and decide on how the one dollar and ten cents (\$1.10) repair fee is to be divided and assessed per the monthly water and sewer bills. The total expenditure in 2021 was \$27,546.78 for water and \$18,421.43 for sewer.



Holdren said that based on the expenditure and yearend balance information, it is the Water Department Superintendent's recommendation that sixty cents (\$0.60) be allocated to the Water Fund and fifty cents (\$0.50) be allocated to the Sewer Fund in 2022. In response to a question from Mayor Stutsman about the big increase in sewer claims in 2019, Holdren said there is no clear explanation about why that increase occurred but that there can be big variations in the amounts.

Landis/Nichols moved to approve the recommendation of the Goshen Utility Department to allocate 0.60 cents to the Water Maintenance Fund and 0.50 cents to the Sewer Maintenance Fund for the 2022 billing year. Motion passed 5-0.

7) Electrical license request for Michael A. Buzalski

Jim Ramer, a City Residential Building Inspector, asked the Board to approve a City of Goshen electrical license for Michael A. Buzalski of Elite Electrical LLC of Bristol, Indiana. Ramer said Buzalski has met the requirements for a City of Goshen Electrical License. Buzalski took the required Prometric exam on July 13, 1998, and received a passing score of 75%. Buzalski presently holds a valid electrical license with the City of Elkhart, and is requesting a reciprocal license with the City of Goshen.

Landis/Nichols moved to approve a City of Goshen electrical license for Michael A. Buzalski of Elite Electrical LLC of Bristol, Indiana. Motion passed 5-0.

8) Wilden Avenue road closure for tree clearing JN: 2014-0035

City Director of Public Works and Utilities Dustin Sailor asked the Board to approve the closure of Wilden Avenue, between north 5th Street and the Rock Run Creek Bridge, for the removal of trees within the right-of-way on Monday, Dec. 27 to Thursday, Dec. 30, 2021. Sailor said Michiana Tree Works will be performing work to remove trees within the right of way on Wilden Avenue. The work will require a phased road closure along Wilden Avenue between North 5th Street and the Rock Run Creek Bridge. Michiana Tree Works will close sections of the road, working from the west to the east as they remove trees. Michiana Tree Works will maintain open access for the residents on Wilden Avenue. The closure will occur Dec. 27 to Dec. 30, 2021. Asked by Board member Swartley if the City was paying \$20,000 for traffic control, Sailor said that was the case and pointed out that the closures will take place during four phases. In response to a question from Board member Landis, Sailor said there will be separate closure requirements over four days and a crane will be used for some of the work. Sailor added that **today's** requested road closure is not for the entire tree-clearing project.

Landis/Nichols moved to approve the closure of Wilden Avenue, between north 5th Street and the Rock Run Creek Bridge, for the removal of trees within the right of way on Monday, Dec. 27 to Thursday, Dec. 30, 2021. Motion passed 5-0.

CITY OF GOSHEN STORMWATER BOARD
MINUTES OF THE DEC. 20, 2021 REGULAR MEETING

Convened at 2 p.m. at Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Mayor Stutsman and members Mike Landis and Mary Nichols



Mayor Stutsman convened the Board to consider two agenda items.

1) Agreements for completion of project: 1471 Firestar Drive

City Director of Public Works and Utilities Dustin Sailor asked the Board to approve and authorize the Mayor to execute the agreement with Joachim and Amy Landes for the Completion of the Construction Project at 1471 Firestar Drive and to approve and authorize the Mayor to execute the agreement with Joachim and Amy Landes and Freedom Builders for the Completion of the Construction Project at 1471 Firestar Drive. Sailor said the home at 1471 Firestar Drive has passed its final building inspection and the project is substantially complete except for seeding disturbed areas, planting the required street tree, and finishing a missing section of sidewalk. These final requirements cannot be completed at this time due to weather conditions. Sailor said that due to differing responsibilities between the property owners and the builder for completing these requirements, the Stormwater Department is submitting two separate agreements for this address. The first agreement is with the property owners, Joachim and Amy Landes, to stabilize 5,250 square feet of disturbed area with seed and a temporary stabilization measure and plant the required street tree by June 15, 2022. The second agreement is with the property owners and Freedom Builders to complete the final section of sidewalk. The expected cost of work for the first agreement is under \$2,000 and has no required surety amount. The second agreement has a surety in the amount of \$945 since it includes the installation of a hard surface.

Clerk-Treasurer Aguirre stated for the record that Freedom Builders posted a \$2,000 surety instead of the required \$945. Aguirre said that Mattie Lehman, City Stormwater Specialist, delivered a check from Freedom Builders, which apparently misunderstood the amount of surety required. Aguirre said that Lehman brought this to the attention of Freedom Builders and suggested that a new check for \$945 be provided to the City and that the \$2,000 check be returned. Lehman reported that Freedom asked that the \$2,000 check cover the surety. Aguirre said he wanted this on the record and further stated the amount would be returned to Freedom Builders when its work is completed. Landis/Nichols moved to approve and authorize the Mayor to execute the agreement with Joachim and Amy Landes for the Completion of the Construction Project at 1471 Firestar Drive and to approve and authorize the Mayor to execute the agreement with Joachim and Amy Landes and Freedom Builders for the Completion of the Construction Project at 1471 Firestar Drive. Motion passed 3-0.

2) Agreement for completion of project: 2094 Whispering Pines

City Director of Public Works and Utilities Dustin Sailor asked the Board to approve and authorize the Mayor to execute an agreement with Greencroft Goshen, Inc. for the Completion of the Construction Project at 2094 Whispering Pines. Sailor said the home at 2094 Whispering Pines (in Greencroft) has passed its final building inspection and the project is substantially complete except for seeding and otherwise stabilizing disturbed areas. These final requirements cannot be completed at this time due to weather conditions. Sailor said the property owner, Greencroft Goshen, Inc., agrees to stabilize 3,000 square feet of disturbed area with seed and a temporary stabilization measure by June 15, 2022. The expected cost of work is under \$2,000 and no hard surface needs installed. Thus, no surety amount is required.

Landis/Nichols moved to approve and authorize the Mayor to execute an agreement with Greencroft Goshen, Inc. for the Completion of the Construction Project at 2094 Whispering Pines. Motion passed 3-0.



Mayor Stutsman resumed the meeting of the Board of Public Works & Safety

Privilege of the Floor:

Mayor Stutsman opened Privilege of the Floor at 2:28 p.m.

No else asked to speak, so the Mayor closed Privilege of the Floor.

Mayor Stutsman said there were two matters he wanted to mention:

- **The Mayor apologized for the late delivery of the Board of Works packet. He said the Mayor's Office is** returning the responsibility of putting together the Board or Works agenda and packet to the Clerk-**Treasurer's Office. He said packets should be prepared** more promptly in the future.
- The Mayor also noted that this was the last Board of Works meeting of the year. There will be no meeting on Monday, Dec. 27.

With no further matters before the Board, Mayor Stutsman/Landis moved to approve Civil City and Utility claims and to adjourn the meeting. Motion passed 5-0. The meeting was adjourned at 2:29 p.m.

EXHIBIT #1: Email from City Legal Compliance Administrator Shannon Marks, Resolution 2021-36 and corrected Ordinance 5103, 2022 Compensation for Police Department Employees

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member



Barb Swartley, Member

DeWayne Riouse, Member

ATTEST

Richard R. Aguirre, Clerk-Treasurer

From: [Gibbs, David](#)
To: [mayor](#); [Sailor, Dustin](#); [Sink, Danny](#); [Miller, Jose](#)
Cc: [Aguirre, Richard](#)
Subject: RE: Susana Cabezas and Alfonso Jimenez request permission to park a 28ft. U-Pack trailer in front of 804 S. 11th St house for two days, on Jan5+Jan6
Date: Wednesday, December 29, 2021 9:39:12 AM
Attachments: [image001.jpg](#)

I would ask , that they offset the container from the parked cars across the street. This will allow maximum drive lanes to be open and snow season is picking up.

From: mayor
Sent: Wednesday, December 29, 2021 9:29 AM
To: Sailor, Dustin <dustinsailor@goshencity.com>; Gibbs, David <davidgibbs@goshencity.com>; Sink, Danny <dannysink@goshencity.com>; Miller, Jose <josemiller@goshencity.com>
Cc: Aguirre, Richard <richardaguirre@goshencity.com>
Subject: FW: Susana Cabezas and Alfonso Jimenez request permission to park a 28ft. U-Pack trailer in front of 804 S. 11th St house for two days, on Jan5+Jan6

Good morning,

Do you see any issues with the below request?

Denise Blenner
Administrative Assistant
to Mayor Jeremy Stutsman
202 South Fifth Street
Goshen, IN 46528
(574) 533-9322



From: Susana Cabezas <susyjupas@gmail.com>
Sent: Tuesday, December 21, 2021 5:02 PM
To: mayor <mayor@goshencity.com>
Subject: Susana Cabezas and Alfonso Jimenez request permission to park a 28ft. U-Pack trailer in front of 804 S. 11th St house for two days, on Jan5+Jan6

Susana Cabezas and Alfonso Jiménez
804 S 11th St. Goshen, IN 46526

contact information:

Susana Cabezas

574-606-8073

susyjupas@gmail.com

Alfonso Jiménez

574-333-5112

ponchifero@gmail.com

Good afternoon.

We are requesting:

- permission to have a 28 ft. trailer parked in front of our house on 11th St. on Jan 5 and 6 of 2022 for the purpose of loading all our household items to be shipped to another state,
- zoom attendance due to covid19 precautions, in case we must attend a city meeting where this will be discussed,
- the city lend us or allow us to rent some safety barricades to place in front and behind the trailer for increased safety of drivers

We believe it will not be a traffic inconvenience since the trailer will not block any driveways or sidewalks, our neighbors have already given their permission and the traffic on our street is very limited during this season due to the school holidays.

Thank you for your consideration of our request.

Susana Cabezas



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

January 3, 2022

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2022-01 – Documenting the Submission of the
2021 Annual Certifications by City of Goshen Elected Officers

Each city elected officer must annually certify in writing (1) that the elected officer has not violated Indiana Code § 36-1-20.2 et seq. or the city's policy regulating the employment of relatives (Council Resolution 2012-14); and (2) the elected officer is in compliance with Indiana Code § 36-1-21 et seq. and the city's policy regulating contracting with the city (Council Resolution 2012-15). The attached resolution is to document the annual submission of these certifications.

Suggested Motion:

Move to approve and execute Resolution 2022-01, Documenting the Submission of the 2021 Annual Certifications by City of Goshen Elected Officers.

**Goshen Board of Public Works and Safety
Resolution 2022-01**

**Documenting the Submission of the
2021 Annual Certifications by City of Goshen Elected Officers**

BE IT RESOLVED that the Goshen Board of Public Works and Safety acknowledges the submission of the 2021 annual certifications by each of the City of Goshen elected officers listed below and as attached to this resolution certifying that: (1) the officer has not violated Indiana Code 36-1-20.2 et seq. or the City’s policy regulating the employment of relatives; and (2) the officer is in compliance with Indiana Code 36-1-21 et seq. and the City’s policy regulating contracting with the city.

Jeremy P. Stutsman, Mayor
Richard R. Aguirre, Clerk-Treasurer
Richard L. Mehl, City Court Judge
Donald Riegsecker, Council Member – District 1
Doug Nisley, Council Member – District 2
Matt Schrock, Council Member – District 3
Megan Eichorn, Council Member – District 4
Gilberto Perez, Jr., Council Member – District 5
Brett Weddell, Council Member – At-Large
Julia King, Council Member – At-Large

PASSED and ADOPTED on January _____, 2022.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

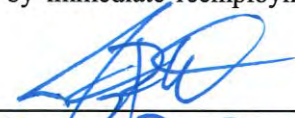
DeWayne Riouse, Member

Barb Swartley, Member

CERTIFICATION

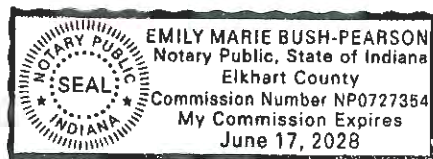
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I have not violated Indiana Code § 36-1-20.2 or the City of Goshen's policy regulating the employment of relatives by the city as set forth below:


- 1.01 The City of Goshen may not employ an individual in a position that results in that employee being in the direct line of supervision of a relative.
- 1.02 An employee of the city may retain the position or rank the employee held on the day the employee's relative begins serving a term of elected office with the city.
- 1.03 An employee whose relative begins serving a term of elected office may not be moved to a position in the relative's direct line of supervision.
- 1.04 This policy does not abrogate or affect an employment contract with the city that an individual is a party to and is in effect on the date the individual's relative begins serving a term of an elected office of the city.
- 1.05 An individual who is employed by the city on July 1, 2012 is not subject to this policy unless the individual has a break in employment with the city. The following are not considered a break in employment with the city:
 - (A) The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation.
 - (B) The individual's employment with the city is terminated followed by immediate reemployment by the city without the loss of payroll time.

Signature: 
 Printed: JEREMY P. STUTSMAN
 Elected Office: MAYOR
 Dated: 12/7/21

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 7, 2021, personally appeared Jeremy Stutsman, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.




 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP0727354
 My commission expires: 6/17/2028

CERTIFICATION

The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I am in compliance with Indiana Code § 36-1-21 and the City of Goshen's policy regulating contracting with the city as set forth below:

- 1.01 The City of Goshen may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with:
(A) an individual who is a relative of an elected official; or
(B) a business entity that is wholly or partially owned by a relative of an elected official;
only if the requirements of this policy are satisfied and the elected official does not violate Indiana Code § 35-44-1-3, Conflicts of Interest.
1.02 The city may enter into a contract or renew a contract with an individual or business entity described in section 1.01 if:
(A) the elected official files with the city a disclosure, which must:
(1) be in writing;
(2) describe the contract or purchase to be made by the city;
(3) describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
(4) be affirmed under penalty of perjury;
(5) be submitted to the Common Council and accepted by the Common Council in a public meeting prior to final action on the contract or purchase; and
(6) be filed, not later than fifteen (15) days after final action on the contact or purchase, with the State Board of Accounts and the Clerk of the Elkhart Circuit Court;
(B) the appropriate contracting body of the city:
(1) makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or
(2) makes a certified statement of the reasons why the vendor or contractor was selected; and
(C) the city satisfies any other requirements under Indiana Code § 5-22, Public Purchasing, or Indiana Code § 36-1-12, Public Construction.
1.03 An elected official shall also comply with the disclosure provisions of Indiana Code § 35-44-1-3, Conflicts of Interest, if applicable.
1.04 This policy does not affect the initial term of a contract in existence at the time the term of office of the elected official begins.

Signature: [Handwritten Signature]
Printed: JEREMY P. STUTSMAN
Elected Office: MAYOR
Dated: 12/7/21

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 7, 2021, personally appeared Jeremy P. Stutsman, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



[Handwritten Signature]
Notary Public
Printed: Emily Bush-Pearson
County of residence: Elkhart
Commission number: NP0727354
My commission expires: 6/17/2028

CERTIFICATION

The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I have not violated Indiana Code § 36-1-20.2 or the City of Goshen's policy regulating the employment of relatives by the city as set forth below:

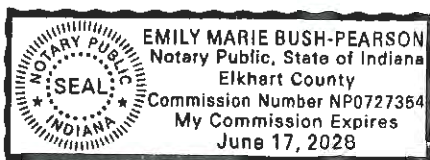
- 1.01 The City of Goshen may not employ an individual in a position that results in that employee being in the direct line of supervision of a relative.
- 1.02 An employee of the city may retain the position or rank the employee held on the day the employee's relative begins serving a term of elected office with the city.
- 1.03 An employee whose relative begins serving a term of elected office may not be moved to a position in the relative's direct line of supervision.
- 1.04 This policy does not abrogate or affect an employment contract with the city that an individual is a party to and is in effect on the date the individual's relative begins serving a term of an elected office of the city.
- 1.05 An individual who is employed by the city on July 1, 2012 is not subject to this policy unless the individual has a break in employment with the city. The following are not considered a break in employment with the city:
 - (A) The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation.
 - (B) The individual's employment with the city is terminated followed by immediate reemployment by the city without the loss of payroll time.

Signature: Richard R. Aguirre
 Printed: RICHARD R. AGUIRRE
 Elected Office: City of Goshen Clerk-Treasurer
 Dated: Dec 7, 2021

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 7, 2021, personally appeared Richard Aguirre, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

Emily Bush-Pearson
 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP0727354
 My commission expires: 6/17/2028



CERTIFICATION

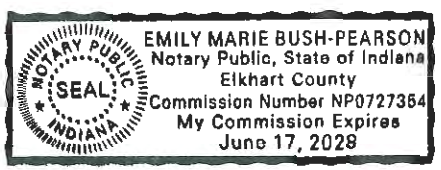
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I am in compliance with Indiana Code § 36-1-21 and the City of Goshen's policy regulating contracting with the city as set forth below:

- 1.01 The City of Goshen may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with:
 - (A) an individual who is a relative of an elected official; or
 - (B) a business entity that is wholly or partially owned by a relative of an elected official;
 only if the requirements of this policy are satisfied and the elected official does not violate Indiana Code § 35-44-1-3, Conflicts of Interest.
- 1.02 The city may enter into a contract or renew a contract with an individual or business entity described in section 1.01 if:
 - (A) the elected official files with the city a disclosure, which must:
 - (1) be in writing;
 - (2) describe the contract or purchase to be made by the city;
 - (3) describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
 - (4) be affirmed under penalty of perjury;
 - (5) be submitted to the Common Council and accepted by the Common Council in a public meeting prior to final action on the contract or purchase; and
 - (6) be filed, not later than fifteen (15) days after final action on the contract or purchase, with the State Board of Accounts and the Clerk of the Elkhart Circuit Court;
 - (B) the appropriate contracting body of the city:
 - (1) makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or
 - (2) makes a certified statement of the reasons why the vendor or contractor was selected; and
 - (C) the city satisfies any other requirements under Indiana Code § 5-22, Public Purchasing, or Indiana Code § 36-1-12, Public Construction.
- 1.03 An elected official shall also comply with the disclosure provisions of Indiana Code § 35-44-1-3, Conflicts of Interest, if applicable.
- 1.04 This policy does not affect the initial term of a contract in existence at the time the term of office of the elected official begins.

Signature: *Richard R. Aguirre*
 Printed: Richard R. Aguirre
 Elected Office: City of Goshen Clerk-Treasurer
 Dated: Dec. 7, 2021

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 7, 2021, personally appeared Richard Aguirre, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Emily Bush-Pearson
 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP0727354
 My commission expires: 6/17/2028

CERTIFICATION

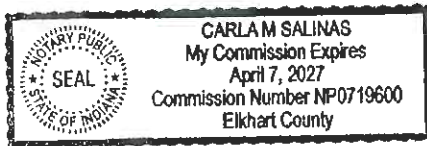
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I have not violated Indiana Code § 36-1-20.2 or the City of Goshen's policy regulating the employment of relatives by the city as set forth below:

- 1.01 The City of Goshen may not employ an individual in a position that results in that employee being in the direct line of supervision of a relative.
- 1.02 An employee of the city may retain the position or rank the employee held on the day the employee's relative begins serving a term of elected office with the city.
- 1.03 An employee whose relative begins serving a term of elected office may not be moved to a position in the relative's direct line of supervision.
- 1.04 This policy does not abrogate or affect an employment contract with the city that an individual is a party to and is in effect on the date the individual's relative begins serving a term of an elected office of the city.
- 1.05 An individual who is employed by the city on July 1, 2012 is not subject to this policy unless the individual has a break in employment with the city. The following are not considered a break in employment with the city:
 - (A) The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation.
 - (B) The individual's employment with the city is terminated followed by immediate reemployment by the city without the loss of payroll time.

Signature: *Richard L. Mehl*
 Printed: Richard L. Mehl
 Elected Office: Judge
 Dated: 12/8/21

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 8, 2021, personally appeared Richard L. Mehl, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Carla M. Salinas
 Notary Public
 Printed: Carla M. Salinas
 County of residence: Elkhart
 Commission number: NP0719600
 My commission expires: 4/7/2027

CERTIFICATION

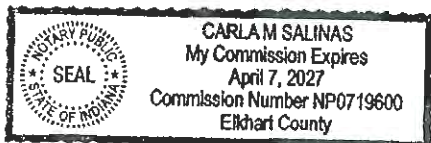
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I am in compliance with Indiana Code § 36-1-21 and the City of Goshen's policy regulating contracting with the city as set forth below:

- 1.01 The City of Goshen may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with:
(A) an individual who is a relative of an elected official; or
(B) a business entity that is wholly or partially owned by a relative of an elected official;
only if the requirements of this policy are satisfied and the elected official does not violate Indiana Code § 35-44-1-3, Conflicts of Interest.
1.02 The city may enter into a contract or renew a contract with an individual or business entity described in section 1.01 if:
(A) the elected official files with the city a disclosure, which must:
(1) be in writing;
(2) describe the contract or purchase to be made by the city;
(3) describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
(4) be affirmed under penalty of perjury;
(5) be submitted to the Common Council and accepted by the Common Council in a public meeting prior to final action on the contract or purchase; and
(6) be filed, not later than fifteen (15) days after final action on the contact or purchase, with the State Board of Accounts and the Clerk of the Elkhart Circuit Court;
(B) the appropriate contracting body of the city:
(1) makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or
(2) makes a certified statement of the reasons why the vendor or contractor was selected; and
(C) the city satisfies any other requirements under Indiana Code § 5-22, Public Purchasing, or Indiana Code § 36-1-12, Public Construction.
1.03 An elected official shall also comply with the disclosure provisions of Indiana Code § 35-44-1-3, Conflicts of Interest, if applicable.
1.04 This policy does not affect the initial term of a contract in existence at the time the term of office of the elected official begins.

Signature: [Handwritten Signature]
Printed: Richard L. Mehl
Elected Office: Judge
Dated: 12/8-21

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 8, 2021, personally appeared Richard L. Mehl, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



[Handwritten Signature]
Notary Public
Printed: Carlam Salinas
County of residence: Elkhart
Commission number: NP0719600
My commission expires: 4/7/2027

CERTIFICATION

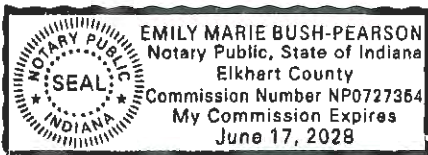
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I have not violated Indiana Code § 36-1-20.2 or the City of Goshen's policy regulating the employment of relatives by the city as set forth below:

- 1.01 The City of Goshen may not employ an individual in a position that results in that employee being in the direct line of supervision of a relative.
- 1.02 An employee of the city may retain the position or rank the employee held on the day the employee's relative begins serving a term of elected office with the city.
- 1.03 An employee whose relative begins serving a term of elected office may not be moved to a position in the relative's direct line of supervision.
- 1.04 This policy does not abrogate or affect an employment contract with the city that an individual is a party to and is in effect on the date the individual's relative begins serving a term of an elected office of the city.
- 1.05 An individual who is employed by the city on July 1, 2012 is not subject to this policy unless the individual has a break in employment with the city. The following are not considered a break in employment with the city:
 - (A) The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation.
 - (B) The individual's employment with the city is terminated followed by immediate reemployment by the city without the loss of payroll time.

Signature: DE R
Printed: DONALD E RIEGSECKER
Elected Office: CITY COUNCIL DISTRICT 1
Dated: 12/07/2021

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 7, 2021, personally appeared Donald E Riegsecker, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



EMBP
Notary Public
Printed: Emily Bush-Pearson
County of residence: Elkhart
Commission number: NP0727354
My commission expires: 6/17/2028

CERTIFICATION

The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I am in compliance with Indiana Code § 36-1-21 and the City of Goshen's policy regulating contracting with the city as set forth below:

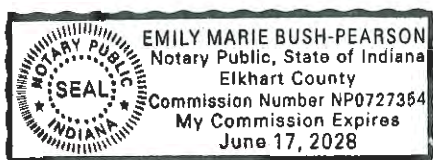
- 1.01 The City of Goshen may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with:
 - (A) an individual who is a relative of an elected official; or
 - (B) a business entity that is wholly or partially owned by a relative of an elected official;only if the requirements of this policy are satisfied and the elected official does not violate Indiana Code § 35-44-1-3, Conflicts of Interest.
- 1.02 The city may enter into a contract or renew a contract with an individual or business entity described in section 1.01 if:
 - (A) the elected official files with the city a disclosure, which must:
 - (1) be in writing;
 - (2) describe the contract or purchase to be made by the city;
 - (3) describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
 - (4) be affirmed under penalty of perjury;
 - (5) be submitted to the Common Council and accepted by the Common Council in a public meeting prior to final action on the contract or purchase; and
 - (6) be filed, not later than fifteen (15) days after final action on the contract or purchase, with the State Board of Accounts and the Clerk of the Elkhart Circuit Court;
 - (B) the appropriate contracting body of the city:
 - (1) makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or
 - (2) makes a certified statement of the reasons why the vendor or contractor was selected; and
 - (C) the city satisfies any other requirements under Indiana Code § 5-22, Public Purchasing, or Indiana Code § 36-1-12, Public Construction.
- 1.03 An elected official shall also comply with the disclosure provisions of Indiana Code § 35-44-1-3, Conflicts of Interest, if applicable.
- 1.04 This policy does not affect the initial term of a contract in existence at the time the term of office of the elected official begins.

Signature: DE R
Printed: DONALD E RIEGSECKER
Elected Office: CITY COUNCIL DISTRICT 1
Dated: 12/07/2021

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 7, 2021, personally appeared Donald E Riegsecker, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

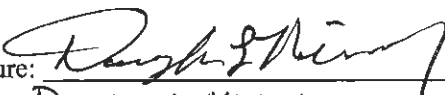
Emily Bush-Pearson
Notary Public
Printed: Emily Bush-Pearson
County of residence: Elkhart
Commission number: NP0727354
My commission expires: 6/17/2028



CERTIFICATION

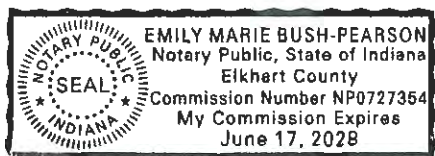
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I have not violated Indiana Code § 36-1-20.2 or the City of Goshen's policy regulating the employment of relatives by the city as set forth below:


- 1.01 The City of Goshen may not employ an individual in a position that results in that employee being in the direct line of supervision of a relative.
- 1.02 An employee of the city may retain the position or rank the employee held on the day the employee's relative begins serving a term of elected office with the city.
- 1.03 An employee whose relative begins serving a term of elected office may not be moved to a position in the relative's direct line of supervision.
- 1.04 This policy does not abrogate or affect an employment contract with the city that an individual is a party to and is in effect on the date the individual's relative begins serving a term of an elected office of the city.
- 1.05 An individual who is employed by the city on July 1, 2012 is not subject to this policy unless the individual has a break in employment with the city. The following are not considered a break in employment with the city:
 - (A) The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation.
 - (B) The individual's employment with the city is terminated followed by immediate reemployment by the city without the loss of payroll time.

Signature: 
Printed: Douglas L Nisley
Elected Office: City Council Dist 2
Dated: 12-07-2021

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 7, 2021, personally appeared Douglas L Nisley, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.




Notary Public
Printed: Emily Bush-Pearson
County of residence: Elkhart
Commission number: NP0727354
My commission expires: 6/17/2028

CERTIFICATION

The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I am in compliance with Indiana Code § 36-1-21 and the City of Goshen's policy regulating contracting with the city as set forth below:

- 1.01 The City of Goshen may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with:
 - (A) an individual who is a relative of an elected official; or
 - (B) a business entity that is wholly or partially owned by a relative of an elected official; only if the requirements of this policy are satisfied and the elected official does not violate Indiana Code § 35-44-1-3, Conflicts of Interest.
- 1.02 The city may enter into a contract or renew a contract with an individual or business entity described in section 1.01 if:
 - (A) the elected official files with the city a disclosure, which must:
 - (1) be in writing;
 - (2) describe the contract or purchase to be made by the city;
 - (3) describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
 - (4) be affirmed under penalty of perjury;
 - (5) be submitted to the Common Council and accepted by the Common Council in a public meeting prior to final action on the contract or purchase; and
 - (6) be filed, not later than fifteen (15) days after final action on the contract or purchase, with the State Board of Accounts and the Clerk of the Elkhart Circuit Court;
 - (B) the appropriate contracting body of the city:
 - (1) makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or
 - (2) makes a certified statement of the reasons why the vendor or contractor was selected; and
 - (C) the city satisfies any other requirements under Indiana Code § 5-22, Public Purchasing, or Indiana Code § 36-1-12, Public Construction.
- 1.03 An elected official shall also comply with the disclosure provisions of Indiana Code § 35-44-1-3, Conflicts of Interest, if applicable.
- 1.04 This policy does not affect the initial term of a contract in existence at the time the term of office of the elected official begins.

Signature: *Douglas L Nisley*
 Printed: Douglas L Nisley
 Elected Office: City Council Dist 2
 Dated: 12-07-2021

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 7, 2021, personally appeared Douglas L Nisley, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Emily Bush-Pearson
 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP0727354
 My commission expires: 6/17/2028

CERTIFICATION

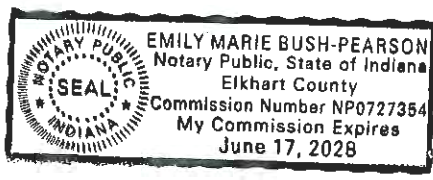
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I have not violated Indiana Code § 36-1-20.2 or the City of Goshen's policy regulating the employment of relatives by the city as set forth below:

- 1.01 The City of Goshen may not employ an individual in a position that results in that employee being in the direct line of supervision of a relative.
- 1.02 An employee of the city may retain the position or rank the employee held on the day the employee's relative begins serving a term of elected office with the city.
- 1.03 An employee whose relative begins serving a term of elected office may not be moved to a position in the relative's direct line of supervision.
- 1.04 This policy does not abrogate or affect an employment contract with the city that an individual is a party to and is in effect on the date the individual's relative begins serving a term of an elected office of the city.
- 1.05 An individual who is employed by the city on July 1, 2012 is not subject to this policy unless the individual has a break in employment with the city. The following are not considered a break in employment with the city:
 - (A) The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation.
 - (B) The individual's employment with the city is terminated followed by immediate reemployment by the city without the loss of payroll time.

Signature: *Matthew P Schrock*
 Printed: Matthew P Schrock
 Elected Office: Councilman
 Dated: 12-7-21

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 7, 2021, personally appeared Matthew P Schrock, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Emily Bush-Pearson
 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP0727354
 My commission expires: 6/17/2028

CERTIFICATION

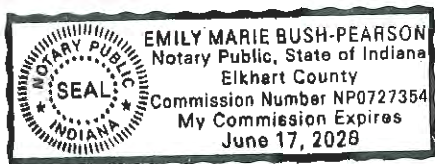
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I am in compliance with Indiana Code § 36-1-21 and the City of Goshen's policy regulating contracting with the city as set forth below:

- 1.01 The City of Goshen may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with:
(A) an individual who is a relative of an elected official; or
(B) a business entity that is wholly or partially owned by a relative of an elected official;
only if the requirements of this policy are satisfied and the elected official does not violate Indiana Code § 35-44-1-3, Conflicts of Interest.
1.02 The city may enter into a contract or renew a contract with an individual or business entity described in section 1.01 if:
(A) the elected official files with the city a disclosure, which must:
(1) be in writing;
(2) describe the contract or purchase to be made by the city;
(3) describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
(4) be affirmed under penalty of perjury;
(5) be submitted to the Common Council and accepted by the Common Council in a public meeting prior to final action on the contract or purchase; and
(6) be filed, not later than fifteen (15) days after final action on the contract or purchase, with the State Board of Accounts and the Clerk of the Elkhart Circuit Court;
(B) the appropriate contracting body of the city:
(1) makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or
(2) makes a certified statement of the reasons why the vendor or contractor was selected; and
(C) the city satisfies any other requirements under Indiana Code § 5-22, Public Purchasing, or Indiana Code § 36-1-12, Public Construction.
1.03 An elected official shall also comply with the disclosure provisions of Indiana Code § 35-44-1-3, Conflicts of Interest, if applicable.
1.04 This policy does not affect the initial term of a contract in existence at the time the term of office of the elected official begins.

Signature: [Handwritten Signature]
Printed: 12-7-21 Matthew P Schrock
Elected Office: Councilman
Dated: 12-7-21

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 7, 2021, personally appeared Matthew P Schrock, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



[Handwritten Signature]
Notary Public
Printed: Emily Bush-Pearson
County of residence: Elkhart
Commission number: NP0727354
My commission expires: 6/17/2028

CERTIFICATION

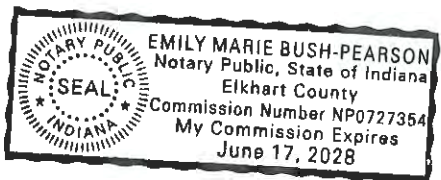
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I have not violated Indiana Code § 36-1-20.2 or the City of Goshen's policy regulating the employment of relatives by the city as set forth below:

- 1.01 The City of Goshen may not employ an individual in a position that results in that employee being in the direct line of supervision of a relative.
- 1.02 An employee of the city may retain the position or rank the employee held on the day the employee's relative begins serving a term of elected office with the city.
- 1.03 An employee whose relative begins serving a term of elected office may not be moved to a position in the relative's direct line of supervision.
- 1.04 This policy does not abrogate or affect an employment contract with the city that an individual is a party to and is in effect on the date the individual's relative begins serving a term of an elected office of the city.
- 1.05 An individual who is employed by the city on July 1, 2012 is not subject to this policy unless the individual has a break in employment with the city. The following are not considered a break in employment with the city:
 - (A) The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation.
 - (B) The individual's employment with the city is terminated followed by immediate reemployment by the city without the loss of payroll time.

Signature: Megan Eichorn
 Printed: Megan Eichorn
 Elected Office: City Council - District 4
 Dated: 12-7-21

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 7, 2021, personally appeared Megan Eichorn, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



[Signature]
 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP0727354
 My commission expires: 6/17/2028

CERTIFICATION

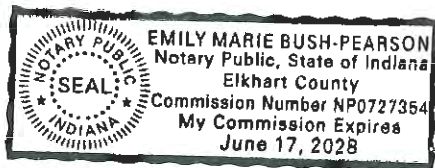
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I am in compliance with Indiana Code § 36-1-21 and the City of Goshen's policy regulating contracting with the city as set forth below:

- 1.01 The City of Goshen may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with:
 - (A) an individual who is a relative of an elected official; or
 - (B) a business entity that is wholly or partially owned by a relative of an elected official;only if the requirements of this policy are satisfied and the elected official does not violate Indiana Code § 35-44-1-3, Conflicts of Interest.
- 1.02 The city may enter into a contract or renew a contract with an individual or business entity described in section 1.01 if:
 - (A) the elected official files with the city a disclosure, which must:
 - (1) be in writing;
 - (2) describe the contract or purchase to be made by the city;
 - (3) describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
 - (4) be affirmed under penalty of perjury;
 - (5) be submitted to the Common Council and accepted by the Common Council in a public meeting prior to final action on the contract or purchase; and
 - (6) be filed, not later than fifteen (15) days after final action on the contract or purchase, with the State Board of Accounts and the Clerk of the Elkhart Circuit Court;
 - (B) the appropriate contracting body of the city:
 - (1) makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or
 - (2) makes a certified statement of the reasons why the vendor or contractor was selected; and
 - (C) the city satisfies any other requirements under Indiana Code § 5-22, Public Purchasing, or Indiana Code § 36-1-12, Public Construction.
- 1.03 An elected official shall also comply with the disclosure provisions of Indiana Code § 35-44-1-3, Conflicts of Interest, if applicable.
- 1.04 This policy does not affect the initial term of a contract in existence at the time the term of office of the elected official begins.

Signature: Megan Eichorn
Printed: Megan Eichorn
Elected Office: City Council - District 4
Dated: 12-7-210

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 7, 2021, personally appeared Megan Eichorn, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Emily Bush-Pearson
Notary Public
Printed: Emily Bush-Pearson
County of residence: Elkhart
Commission number: NP0727354
My commission expires: 6/17/2028

CERTIFICATION

The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I have not violated Indiana Code § 36-1-20.2 or the City of Goshen's policy regulating the employment of relatives by the city as set forth below:

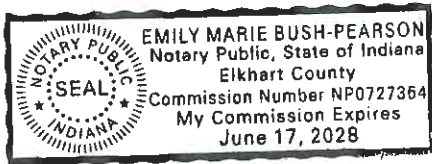
- 1.01 The City of Goshen may not employ an individual in a position that results in that employee being in the direct line of supervision of a relative.
1.02 An employee of the city may retain the position or rank the employee held on the day the employee's relative begins serving a term of elected office with the city.
1.03 An employee whose relative begins serving a term of elected office may not be moved to a position in the relative's direct line of supervision.
1.04 This policy does not abrogate or affect an employment contract with the city that an individual is a party to and is in effect on the date the individual's relative begins serving a term of an elected office of the city.
1.05 An individual who is employed by the city on July 1, 2012 is not subject to this policy unless the individual has a break in employment with the city. The following are not considered a break in employment with the city:
(A) The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation.
(B) The individual's employment with the city is terminated followed by immediate reemployment by the city without the loss of payroll time.

Signature: [Handwritten Signature]
Printed: [Handwritten Name]
Elected Office: [Handwritten Office]
Dated: [Handwritten Date]

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 7, 2021, personally appeared Gilberto Perez Jr., an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

[Handwritten Signature]
Notary Public
Printed: Emily Bush-Pearson
County of residence: Elkhart
Commission number: NP0727354
My commission expires: 6/17/2028



CERTIFICATION

The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I am in compliance with Indiana Code § 36-1-21 and the City of Goshen's policy regulating contracting with the city as set forth below:

- 1.01 The City of Goshen may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with:
 - (A) an individual who is a relative of an elected official; or
 - (B) a business entity that is wholly or partially owned by a relative of an elected official;only if the requirements of this policy are satisfied and the elected official does not violate Indiana Code § 35-44-1-3, Conflicts of Interest.
- 1.02 The city may enter into a contract or renew a contract with an individual or business entity described in section 1.01 if:
 - (A) the elected official files with the city a disclosure, which must:
 - (1) be in writing;
 - (2) describe the contract or purchase to be made by the city;
 - (3) describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
 - (4) be affirmed under penalty of perjury;
 - (5) be submitted to the Common Council and accepted by the Common Council in a public meeting prior to final action on the contract or purchase; and
 - (6) be filed, not later than fifteen (15) days after final action on the contract or purchase, with the State Board of Accounts and the Clerk of the Elkhart Circuit Court;
 - (B) the appropriate contracting body of the city:
 - (1) makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or
 - (2) makes a certified statement of the reasons why the vendor or contractor was selected; and
 - (C) the city satisfies any other requirements under Indiana Code § 5-22, Public Purchasing, or Indiana Code § 36-1-12, Public Construction.
- 1.03 An elected official shall also comply with the disclosure provisions of Indiana Code § 35-44-1-3, Conflicts of Interest, if applicable.
- 1.04 This policy does not affect the initial term of a contract in existence at the time the term of office of the elected official begins.

Signature: *G. Perez Sr.*
Printed: Gilberto Perez Sr
Elected Office: City Councilman
Dated: 12/7/2021

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)


Before me, the undersigned Notary Public, on December 7, 2021, personally appeared Gilberto Perez Sr, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

Emily Bush Pearson
Notary Public
Printed: Emily Bush Pearson
County of residence: Elkhart
Commission number: NPO727354
My commission expires: 6/17/2028

CERTIFICATION

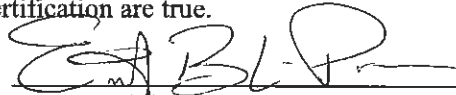
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I have not violated Indiana Code § 36-1-20.2 or the City of Goshen's policy regulating the employment of relatives by the city as set forth below:

- 1.01 The City of Goshen may not employ an individual in a position that results in that employee being in the direct line of supervision of a relative.
- 1.02 An employee of the city may retain the position or rank the employee held on the day the employee's relative begins serving a term of elected office with the city.
- 1.03 An employee whose relative begins serving a term of elected office may not be moved to a position in the relative's direct line of supervision.
- 1.04 This policy does not abrogate or affect an employment contract with the city that an individual is a party to and is in effect on the date the individual's relative begins serving a term of an elected office of the city.
- 1.05 An individual who is employed by the city on July 1, 2012 is not subject to this policy unless the individual has a break in employment with the city. The following are not considered a break in employment with the city:
 - (A) The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation.
 - (B) The individual's employment with the city is terminated followed by immediate reemployment by the city without the loss of payroll time.

Signature: 
 Printed: BRETT F. WEDDELL
 Elected Office: GOSHEN CITY COUNCIL AT LARGE
 Dated: 12-10-2021

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)


Before me, the undersigned Notary Public, on December 10, 2021, personally appeared Brett F. Weddell, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.


 Notary Public
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP0727354
 My commission expires: 6/17/2028

CERTIFICATION


The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I am in compliance with Indiana Code § 36-1-21 and the City of Goshen's policy regulating contracting with the city as set forth below:

- 1.01 The City of Goshen may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with:
 - (A) an individual who is a relative of an elected official; or
 - (B) a business entity that is wholly or partially owned by a relative of an elected official;only if the requirements of this policy are satisfied and the elected official does not violate Indiana Code § 35-44-1-3, Conflicts of Interest.
- 1.02 The city may enter into a contract or renew a contract with an individual or business entity described in section 1.01 if:
 - (A) the elected official files with the city a disclosure, which must:
 - (1) be in writing;
 - (2) describe the contract or purchase to be made by the city;
 - (3) describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
 - (4) be affirmed under penalty of perjury;
 - (5) be submitted to the Common Council and accepted by the Common Council in a public meeting prior to final action on the contract or purchase; and
 - (6) be filed, not later than fifteen (15) days after final action on the contract or purchase, with the State Board of Accounts and the Clerk of the Elkhart Circuit Court;
 - (B) the appropriate contracting body of the city:
 - (1) makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or
 - (2) makes a certified statement of the reasons why the vendor or contractor was selected; and
 - (C) the city satisfies any other requirements under Indiana Code § 5-22, Public Purchasing, or Indiana Code § 36-1-12, Public Construction.
- 1.03 An elected official shall also comply with the disclosure provisions of Indiana Code § 35-44-1-3, Conflicts of Interest, if applicable.
- 1.04 This policy does not affect the initial term of a contract in existence at the time the term of office of the elected official begins.

Signature: 
Printed: BRETT F. WEDDELL
Elected Office: CITY OF GOSHEN/COUNCIL, 117 LARKIN
Dated: 12-10-2021

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 10, 2021, personally appeared Brett F. Weddell, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.


Notary Public
Printed: Emily Bush-Pearson
County of residence: Elkhart
Commission number: NPO727354
My commission expires: 6/17/2028

CERTIFICATION

The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I have not violated Indiana Code § 36-1-20.2 or the City of Goshen's policy regulating the employment of relatives by the city as set forth below:

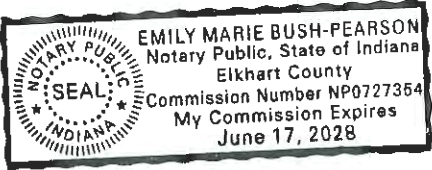
- 1.01 The City of Goshen may not employ an individual in a position that results in that employee being in the direct line of supervision of a relative.
- 1.02 An employee of the city may retain the position or rank the employee held on the day the employee's relative begins serving a term of elected office with the city.
- 1.03 An employee whose relative begins serving a term of elected office may not be moved to a position in the relative's direct line of supervision.
- 1.04 This policy does not abrogate or affect an employment contract with the city that an individual is a party to and is in effect on the date the individual's relative begins serving a term of an elected office of the city.
- 1.05 An individual who is employed by the city on July 1, 2012 is not subject to this policy unless the individual has a break in employment with the city. The following are not considered a break in employment with the city:
 - (A) The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation.
 - (B) The individual's employment with the city is terminated followed by immediate reemployment by the city without the loss of payroll time.

Signature: *Julia King*
 Printed: Julia King
 Elected Office: City Council at-large
 Dated: 12/07/21

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 7, 2021, personally appeared Julia King, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

Emily Bush-Pearson
 Notary Public.
 Printed: Emily Bush-Pearson
 County of residence: Elkhart
 Commission number: NP0727354
 My commission expires: 6/17/2028



CERTIFICATION

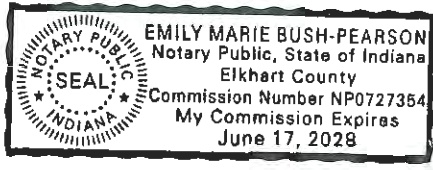
The undersigned, as an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury that I am in compliance with Indiana Code § 36-1-21 and the City of Goshen's policy regulating contracting with the city as set forth below:

- 1.01 The City of Goshen may enter into a contract or renew a contract for the procurement of goods and services or a contract for public works with:
(A) an individual who is a relative of an elected official; or
(B) a business entity that is wholly or partially owned by a relative of an elected official;
only if the requirements of this policy are satisfied and the elected official does not violate Indiana Code § 35-44-1-3, Conflicts of Interest.
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(1) be in writing;
(2) describe the contract or purchase to be made by the city;
(3) describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
(4) be affirmed under penalty of perjury;
(5) be submitted to the Common Council and accepted by the Common Council in a public meeting prior to final action on the contract or purchase; and
(6) be filed, not later than fifteen (15) days after final action on the contact or purchase, with the State Board of Accounts and the Clerk of the Elkhart Circuit Court;
(B) the appropriate contracting body of the city:
(1) makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or
(2) makes a certified statement of the reasons why the vendor or contractor was selected; and
(C) the city satisfies any other requirements under Indiana Code § 5-22, Public Purchasing, or Indiana Code § 36-1-12, Public Construction.
1.03 An elected official shall also comply with the disclosure provisions of Indiana Code § 35-44-1-3, Conflicts of Interest, if applicable.
1.04 This policy does not affect the initial term of a contract in existence at the time the term of office of the elected official begins.

Signature: [Handwritten Signature]
Printed: Julia King
Elected Office: City Council atlarge
Dated: 12/07/21

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 7, 2021, personally appeared Julia King, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



[Handwritten Signature]
Notary Public
Printed: Emily Bush-Pearson
County of residence: Elkhart
Commission number: NP0727354
My commission expires: 6/17/28



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

January 3, 2022

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2022-02, Approving the Establishment of and Compensation for a Special Firefighter

The attached resolution is for the Board to approve the establishment of and compensation for a new Special Firefighter position within the Fire Department. Similar to the Special Police Officer position within the Police Department, this new position would be a full-time civilian position appointed by the Board of Public Works and Safety. The person appointed to this position may be removed by the Board at any time without notice and without assigning any cause, and is not covered by Indiana Code § 36-8-3-4. Additionally, the position would not be covered by the collective bargaining agreement. The proposed compensation for the Special Firefighter position in 2022 is \$27.96 per hour. The Common Council will be presented an ordinance to amend 2022 Compensation Ordinance 5101 for Civil City and Utilities Employees to include this new Special Firefighter position.

Suggested Motion:

Move to approve and execute Resolution 2022-02, Approving the Establishment of and Compensation for a Special Firefighter.

**Goshen Board of Public Works and Safety
Resolution 2022-02**

Approving the Establishment of and Compensation for a Special Firefighter

WHEREAS the City administration would like to establish a new Special Firefighter position within the Goshen Fire Department beginning in 2022.

WHEREAS the Special Firefighter position, authorized by Indiana Code § 36-8-3-7, would be a full-time, civilian position.

NOW, THEREFORE, BE IT RESOLVED by Goshen Board of Public Works and Safety that:

- (1) The establishment of a new, full-time Special Firefighter position within the Goshen Fire Department and subject to the Fire Chief is approved effective in 2022.
- (2) The Special Firefighter position shall be a civilian position and be covered by the annual salary ordinance for employees of the Civil City of Goshen. The position shall be classified as covered, non-exempt (hourly), and the position shall be ungraded. The maximum wage for the position in 2022 shall be \$27.96 per hour.
- (3) The Special Firefighter position is governed by Indiana Code § 36-8-3-7. The Special Firefighter shall be appointed by the Board of Public Works and Safety to do special duty and shall have those powers, privileges, and duties as assigned to the position. A Special Firefighter may be removed by the Board at any time without notice and without assigning any cause, and is not covered by Indiana Code § 36-8-3-4.
- (4) The Special Firefighter position is not covered by the collective bargaining agreement between the City of Goshen and Goshen Firefighters Association, Local No. 1443, International Association of Firefighters.

PASSED by the Goshen Board of Public Works and Safety on January _____, 2022.

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

January 3, 2022

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2022-03 – Ratify Certification of Compliance with EEO Program and Submission of EEO Utilization Report

Since the Goshen Police Department is a recipient of federal financial assistance, the Police Department is required to implement and maintain an Equal Employment Opportunity Program (EEO Program) in accordance with federal regulations. The Police Department is required to complete an EEO Utilization Report and certify that the EEO Program and all records used are on file. This must be done prior to receiving any new federal grant funding. On December 28, 2021, the Police Department developed and reviewed its EEO Utilization Report and the Clerk-Treasurer certified that the EEO Program is on file for review. Resolution 2022-03 is to ratify the City's certification of compliance with the EEO Program and the submission of the EEO Utilization Report.

Suggested Motion:

Move to approve and execute Resolution 2022-03, Ratify Certification of Compliance with EEO Program and Submission of EEO Utilization Report.

**Goshen Board of Public Works and Safety
Resolution 2022-03**

**Ratify Certification of Compliance with EEO Program
and Submission of EEO Utilization Report**

WHEREAS, the Goshen Police Department has applied for federal financial assistance and been awarded a 2022 Edward Byrne Memorial Justice Assistance Grant in the amount of \$34,602.32 for the purchase of a Crime Lite AUTO forensic digital camera.

WHEREAS, as a recipient of the federal financial assistance, the Police Department is required to implement and maintain an Equal Employment Opportunity Program (EEO Program) in accordance with 28 CFR pt. 42, subpt. E.

WHEREAS, the implementation of a satisfactory EEO Program requires the identification and analysis of any problem areas inherent in the utilization or participation of minorities and women in all of the Police Department's employment phases (e.g., recruitment, selection, and promotion) and the evaluation of employment opportunities for minorities and women.

WHEREAS, as part of the EEO Program, the Police Department is required to collect and maintain employment data by race, national origin, and sex to complete an EEO Utilization Report, and to certify that the EEO Program and all records used are on file for audit or review.

WHEREAS, on December 28, 2021, the Police Department developed and reviewed its EEO Utilization Report and the Clerk-Treasurer certified that the EEO Program is on file for review.

NOW THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety ratifies the City of Goshen's certification of compliance with the EEO Program and the submission of the EEO Utilization Report, copies of which are attached to this resolution.

PASSED and ADOPTED on January 3, 2022.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEO) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: City of Goshen	
Address: 202 S. 5th St., Goshen IN 46528	
Is agency a: <input checked="" type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: 098646136	Vendor Number (only if direct recipient) 356001045
Name and Title of Contact Person: Polly Hoover - Grant Coordinator	
Telephone Number: 574.537.3805	E-Mail Address: pollyhoover@goshencity.com

Section A—Declaration Claiming Complete Exemption from the EEO Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that [recipient] is not required to prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title _____ Signature _____ Date _____

Section B—Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEO to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Richard R. Aguirre [responsible official], certify that City of Goshen [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEO and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEO is on file at the following office:
Goshen Police Department

[organization],
111 Jefferson St., Goshen IN 46528

[address].
Richard R. Aguirre City Clerk-Treasurer Signature Richard R. Aguirre Date Dec 28, 2021

Print or Type Name and Title _____ Signature _____ Date _____

Section C—Declaration Stating that an EEO Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEO Short Form to the OCR for review.

I, _____ [responsible official], certify that [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title _____ Signature _____ Date _____

EEO Utilization Report

Organization Information

Name: Goshen Police Department

City: Goshen

State: IN

Zip: 46528

Type: County/Municipal Law Enforcement

Step 1: Introductory Information

Policy Statement:

The Goshen Police Department follows the City of Goshen's Nondiscrimination policy, which is attached. We also have a Code of Conduct Policy that addresses treating every person with whom we have contact with the same regardless of race, creed, or influence. We are also updating our policies and procedures through Lexipol and will have a more comprehensive policy within the next year.

Following File has been uploaded:3214_nondiscrimination-policy.pdf

RESOLUTION 2017-13

NONDISCRIMINATION POLICY CITY OF GOSHEN, INDIANA

WHEREAS Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d) provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

WHEREAS Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) provides that no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

WHEREAS Section 162(a) of the Federal-Aid Highway Act of 1973 (23 U.S.C. §324) provides that no person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance under this title [Title 23, United States Code] or carried on under this title [Title 23, United States Code].

WHEREAS the Age Discrimination Act of 1975 (42 U.S.C. §6102) provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

WHEREAS the Civil Rights Restoration Act of 1987 (PL 100-259) amended Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975 to clarify that a recipient of Federal financial assistance must comply with the civil rights laws in all operations of the recipient and not just the program or activity receiving the Federal funding.

WHEREAS Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §12132) provides that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

WHEREAS Presidential Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, requires Federal agencies to administer and implement its programs, policies, and activities that affect human health or the environment so as to identify and avoid "disproportionately high and adverse" effects on minority and low-income populations.

WHEREAS Presidential Executive Order 13166, Improving Access to Services for Persons With Limited English Proficiency, requires recipients of Federal financial assistance to provide meaningful access to programs and activities for persons who, as a result of national origin, are limited in their English proficiency.

WHEREAS for the purposes of this policy the above referenced Federal statutes and executive orders and any other Federal or State law prohibiting discriminatory practices shall be collectively referred to as Nondiscrimination Statutes/Rules/Regulations; and

WHEREAS the City of Goshen, Indiana is a public entity and a recipient of Federal financial assistance for which these Nondiscrimination Statutes/Rules/Regulations apply.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

Section 1. Discrimination Prohibited.

- 01 It shall be the policy of the City of Goshen, Indiana that no person shall, on the grounds of race, color, national origin, sex, age, income status, or limited English proficiency be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the City of Goshen's services, programs, or activities.
- 02 It shall be the policy of the City of Goshen, Indiana that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of the City of Goshen, or be subjected to discrimination by the City.

Section 2. Notices.

- 01 Notice of Nondiscrimination. The City of Goshen Notice of Nondiscrimination attached to this policy is the City of Goshen's notice to inform applicants, participants, beneficiaries, and other interested persons of the protections against discrimination assured by this policy in the services, programs, and activities of the City.
- 02 Notice Under the Americans with Disabilities Act. The City of Goshen Notice Under the Americans with Disabilities Act attached to this policy is the City of Goshen's notice to inform applicants, participants, beneficiaries, and other interested persons of the protections against discrimination assured by the Title II of the Americans with Disabilities Act and this policy in the services, programs, or activities of the City.
- 03 The Notice of Nondiscrimination and Notice Under the Americans with Disabilities Act shall be provided to the public by posting at all City of Goshen facilities open to the public, distributing to all City of Goshen departments and offices, publishing on the City of Goshen's website, and presenting in other accessible formats as may be determined from time to time.

Section 3. Title VI Coordinator and ADA Coordinator.

The City of Goshen Human Resources Manager is designated as the Title VI Coordinator and ADA Coordinator. The Title VI Coordinator and ADA Coordinator is responsible for coordinating the efforts of the City of Goshen to comply with the Nondiscrimination Statutes/Rules/Regulations/Policies and to assist in processing any complaint communicated to the City alleging discrimination. The Title VI Coordinator and ADA Coordinator may be contacted at:

City of Goshen Human Resources Department
Attention: Title VI Coordinator and ADA Coordinator
204 East Jefferson Street, Suite 3
Goshen, Indiana 46528
Phone: (574) 534-8475
TDD: (574) 534-3185
Fax: (574) 534-2410
Email: humanresources@goshencity.com

Section 4. Grievance Procedure.

- 01 The City of Goshen Grievance Procedure Under the Americans with Disabilities Act and Nondiscrimination Policy attached to this policy is the City of Goshen's process for a person to file a complaint of alleged discrimination.
- 02 This grievance procedure shall be provided to the public by posting at all City of Goshen facilities open to the public, distributing to all City of Goshen departments and offices, publishing on the City of Goshen's website, and presenting in other accessible formats as may be determined from time to time.
- 03 The Title VI Coordinator and ADA Coordinator shall maintain documentation of all complaints received alleging discrimination, resolutions provided, hearings requested, and other pertinent information for at least three (3) years.

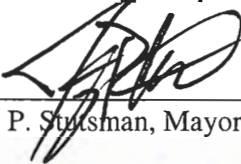
Section 5. Title VI Program/Nondiscrimination Implementation Plan

- 01 The Goshen Board of Public Works and Safety shall adopt and annually update a Title VI Program/ Nondiscrimination Implementation Plan to ensure continuous compliance with Nondiscrimination Statutes/Rules/Regulations and the City's Nondiscrimination Policy. The Title VI Program/Nondiscrimination Implementation Plan shall include, but is not limited to:
 - A. This policy, including the current notices, Title VI Coordinator and ADA Coordinator information, and grievance procedures.
 - B. Monitoring of program participants and beneficiary demographics and activities promoting compliance with the Title VI Program.
 - C. Process and procedures for handling complaints alleging discrimination.
 - D. Title VI training of staff.
 - E. Title VI Assurances document.
 - F. Annual work plan of Title VI activities and actions.
 - G. Annual accomplishment report highlighting efforts to ensure nondiscrimination practices in all City of Goshen activities.

Section 6. Miscellaneous

- 01 The notices and grievance procedure under this policy shall be updated as needed with the name of the current individual employed as the Human Resources Manager and designated as the Title VI Coordinator and ADA Coordinator without amending this resolution.
- 02 Resolution 2011-Q, A Resolution of the City of Goshen Board of Public Works and Safety Adopting the Americans with Disabilities Act (ADA) Accessibility Guidelines for Standards for Accessible Design and Guidelines for Pedestrian Facilities in the Public Right-of-Way, adopted December 12, 2011 continues in full force and effect.
- 03 Resolution 2012-J, Adopting the Americans with Disabilities Act Transition Plan for Pedestrian Facilities in the Public Right-of-Way, adopted July 9, 2012, continues in full force and effect.
- 04 This policy specifically repeals and replaces Resolution 2011-P, A Resolution of the City of Goshen's Board of Public Works and Safety Adopting the Americans with Disabilities Act (ADA) ADA Coordinator and Procedures, adopted December 12, 2011.

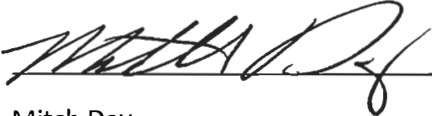
PASSED and ADOPTED by the Goshen Board of Public Works and Safety on April 17, 2017.



Jeremy P. Stutsman, Mayor



Michael A. Landis



Mitch Day



CITY OF GOSHEN
NOTICE OF NONDISCRIMINATION

In accordance with the requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 162(a) of the Federal-Aid Highway Act of 1973, the Age Discrimination Act of 1975, the Civil Rights Restoration Act of 1987, other federal nondiscrimination statutes and executive orders, and the City of Goshen Nondiscrimination Policy, the City of Goshen, Indiana will not exclude a person from participating in, deny a person the benefits of, or discriminate against any person on the basis of race, color, national origin, sex, age, disability/handicap, income status, or limited English proficiency in the City's services, programs, or activities.

Grievance Procedure: Complaints that a person has been excluded from participation in, denied the benefits of, or subjected to discrimination on the grounds of race, color, national origin, sex, age, disability/handicap, income status, or limited English proficiency under any of the City of Goshen's services, programs, or activities should be directed to the Title VI Coordinator by contacting:

City of Goshen Human Resources Department
Attention: Rita Huffman, Title VI Coordinator
204 East Jefferson Street, Suite 3
Goshen, Indiana 46528
Phone: (574) 534-8475
TDD: (574) 534-3185
Fax: (574) 534-2410
Email: humanresources@goshencity.com



CITY OF GOSHEN NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Goshen, Indiana will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: The City of Goshen does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the US Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communication: The City of Goshen will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the its programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: The City of Goshen will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in the City's offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City of Goshen should contact the ADA Coordinator as soon as possible but no later than forty-eight (48) business hours before the scheduled event. The ADA Coordinator may be contacted at:

City of Goshen Human Resources Department
Attention: Rita Huffman, ADA Coordinator
204 East Jefferson Street, Suite 3
Goshen, Indiana 46528
Phone: (574) 534-8475
TDD: (574) 534-3185
Fax: (574) 534-2410
Email: humanresources@goshencity.com

The City of Goshen will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

The ADA does not require the City of Goshen to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of the City of Goshen is not accessible to persons with disabilities should be directed to the ADA Coordinator by contacting:

City of Goshen Human Resources Department
Attention: Rita Huffman, ADA Coordinator
204 East Jefferson Street, Suite 3
Goshen, Indiana 46528
Phone: (574) 534-8475
TDD: (574) 534-3185
Fax: (574) 534-2410
Email: humanresources@goshencity.com



**CITY OF GOSHEN GRIEVANCE PROCEDURE UNDER
THE AMERICANS WITH DISABILITIES ACT
AND
NONDISCRIMINATION POLICY**

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 (ADA) and the City of Goshen's Nondiscrimination Policy. It may be used by anyone who wishes to file a complaint alleging:

- (1) Discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Goshen; or
- (2) Exclusion from participation in, denial of the benefits of, or discrimination under any of the City of Goshen's services, programs, or activities on the basis of race, color, national origin, sex, age, disability/handicap, income status, or limited English proficiency.

The City of Goshen's Discrimination and Harassment Policy, as may be amended from time to time, governs job-related complaints of discrimination in employment with the City of Goshen.

The complaint should be in writing and contain information about the alleged discrimination, including:

- (1) Name, address and phone number of the person alleging the discrimination.
- (2) Name, address and phone number of person filing the complaint if different from the person alleging the discrimination.
- (3) Description of the alleged discrimination, including date and location, and the remedy sought.

Anyone wishing to file a complaint may use the Grievance Form included with this Grievance Procedure. The Grievance Form is also available on the City of Goshen's website at www.goshenindiana.org. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for a person with a disability upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than sixty (60) calendar days after the alleged violation to:

City of Goshen Human Resources Department
Attention: Rita Huffman, Title VI Coordinator and ADA Coordinator
204 East Jefferson Street, Suite 3
Goshen, Indiana 46528
Fax: (574) 534-2410
Email: humanresources@goshencity.com

The Title VI Coordinator and ADA Coordinator will acknowledge the receipt of the complaint within ten (10) working days.

The Title VI Coordinator and ADA Coordinator will forward the complaint to the City of Goshen's Legal Department which will conduct the investigation necessary to determine the validity of the alleged discrimination. The Legal Department may contact the grievant to discuss the matter as part of the investigation. The Legal Department will submit written findings and a proposed resolution within forty-five (45) calendar days of receiving the complaint from the Title VI Coordinator and ADA Coordinator . If a resolution of the complaint is reached during this investigation, the resolution will be documented in Title VI Coordinator and ADA Coordinator's file.

If the grievant is not satisfied with the Legal Department's determination, the grievant may request a hearing before the Goshen Board of Public Works and Safety. The hearing will be scheduled within thirty (30) days of the request unless the grievant and City agree on a different date. The request for a hearing before the Board of Public Works and Safety must be requested with fifteen (15) days of receiving the Legal Department's written findings and proposed resolution. At the hearing the grievant may appear with or without legal counsel. The grievant will be given the opportunity to present evidence, and/or witnesses and will be given the opportunity to question any witnesses that the City presents to the Board of Public Works and Safety.

The resolution of any specific complaint will require consideration of the specific nature of the alleged discrimination, the nature of the access to services, programs, activities, or facilities at issue, the essential eligibility requirements for participation, the health and safety of others, and the degree to which an accommodation would constitute a fundamental alteration to the program, service, activity, or facility or cause undue hardship to City. Accordingly, the resolution of any complaint does not create a precedent for any future complaint.

At any time during the process, a grievant may file a complaint directly with the US Department of Justice, Indiana Civil Rights Commission, or other appropriate state or federal agency. All written complaints received by the Title VI Coordinator and ADA Coordinator or his/her designee, appeals to the Goshen Board of Public Works and Safety or the Board's designee, and responses from these two offices will be retained by the City of Goshen for at least three (3) years.



CITY OF GOSHEN GRIEVANCE FORM

Date _____

Name of Person _____

Alleging Discrimination _____

Address _____

City _____ State _____ Zip Code _____

Phone Number _____

Email _____

Name of Person _____

Filing Complaint (if different than above) _____

Address _____

City _____ State _____ Zip Code _____

Phone Number _____ Email _____

Description of the alleged discrimination, including date and location: _____

Remedy sought: _____

Return to: City of Goshen Human Resources Department
Attention: Rita Huffman, Title VI Coordinator and ADA Coordinator
204 East Jefferson Street, Suite 3
Goshen, Indiana 46528
Fax: (574) 534-2410
Email: humanresources@goshencity.com

Step 4b: Narrative of Interpretation

In the job category of Protective Services: Sworn-Officers, there is an underutilization of White females (-20%) in the job category of Protective Services: Sworn - Patrol Officers.

The Goshen Police Department strives to have a diverse workforce and will examine its recruitment practices to see if there may be ways to attract more White females to apply for entry-level patrol officer positions.

Step 5: Objectives and Steps

1. Increase recruitment for hiring, change perception of female Patrol Officer

- a. Use current female officers in social media outlets and hiring ads to encourage other females to apply.
- b. Offer additional support to potential female candidates regarding the physical requirements in order to give them every opportunity to succeed.
- c. Share success stories with potential recruits from female officers, have female officers with families explain how they balance their private and professional life.

Step 6: Internal Dissemination

The Goshen Police Department will post the EEOP on the shared internal drive, available to all staff, and send an email explaining where it is.

We will have a hard copy of the short form available at the front desk.

We will also distribute to the mayor's office and human resources.

Step 7: External Dissemination

The Goshen Police department will post a copy of the EEOP short form on the Police Department's public website. It will also be included with all job announcements for positions that applicants may obtain a copy of the EEOP short form upon request.

Utilization Analysis Chart
Relevant Labor Market: Elkhart County, Indiana

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
Officials/Administrators																
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
CLS #/%	6,845/66 %	270/3%	105/1%	10/0%	45/0%	0/0%	40/0%	0/0%	2,765/27 %	85/1%	125/1%	4/0%	25/0%	0/0%	20/0%	15/0%
Utilization #/%																
Professionals																
Workforce #/%	3/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	5,045/39 %	205/2%	140/1%	4/0%	140/1%	0/0%	35/0%	10/0%	6,615/51 %	285/2%	255/2%	4/0%	120/1%	0/0%	0/0%	0/0%
Utilization #/%	61%	-2%	-1%	-0%	-1%	0%	-0%	-0%	-51%	-2%	-2%	-0%	-1%	0%	0%	0%
Technicians																
Workforce #/%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	2/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	990/40%	90/4%	60/2%	15/1%	0/0%	0/0%	20/1%	0/0%	1,165/47 %	45/2%	50/2%	0/0%	45/2%	0/0%	0/0%	0/0%
Utilization #/%	-40%	-4%	-2%	-1%	0%	0%	-1%	0%	53%	-2%	-2%	0%	-2%	0%	0%	0%
Protective Services: Sworn-Officials																
Workforce #/%	20/91%	1/5%	0/0%	0/0%	0/0%	0/0%	1/5%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	495/69%	0/0%	95/13%	10/1%	25/3%	0/0%	35/5%	0/0%	55/8%	0/0%	4/1%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%	22%	5%	-13%	-1%	-3%	0%	-0%	0%	-8%	0%	-1%	0%	0%	0%	0%	0%
Protective Services: Sworn-Patrol Officers																
Workforce #/%	28/70%	5/12%	0/0%	0/0%	0/0%	0/0%	1/2%	0/0%	4/10%	1/2%	0/0%	0/0%	0/0%	0/0%	1/2%	0/0%
Civilian Labor Force #/%	4,640/45 %	1,180/11 %	320/3%	10/0%	39/0%	10/0%	34/0%	4/0%	3,105/30 %	490/5%	360/3%	0/0%	65/1%	0/0%	30/0%	0/0%
Utilization #/%	25%	1%	-3%	-0%	-0%	-0%	2%	-0%	-20%	-2%	-3%	0%	-1%	0%	2%	0%
Protective Services: Non-sworn																
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
CLS #/%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	100/87%	0/0%	15/13%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%																
Administrative Support																
Workforce #/%	1/20%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	3/60%	1/20%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	7,655/31%	635/3%	370/1%	15/0%	55/0%	0/0%	120/0%	0/0%	14,650/59%	670/3%	580/2%	30/0%	80/0%	0/0%	80/0%	40/0%
Utilization #/%	-11%	-3%	-1%	-0%	-0%	0%	-0%	0%	1%	17%	-2%	-0%	-0%	0%	-0%	-0%
Skilled Craft																
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
CLS #/%	8,335/78%	970/9%	240/2%	20/0%	60/1%	0/0%	110/1%	4/0%	815/8%	175/2%	10/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%																
Service/Maintenance																
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
CLS #/%	24,110/49%	5,300/11%	1,390/3%	50/0%	310/1%	10/0%	185/0%	95/0%	13,295/27%	2,720/6%	925/2%	40/0%	455/1%	10/0%	179/0%	4/0%
Utilization #/%																

Significant Underutilization Chart

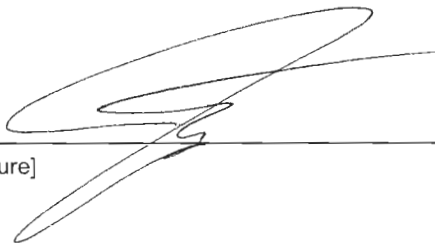
Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
Protective Services: Sworn-Patrol Officers									✓							

Law Enforcement Category Rank Chart

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
Chief																
Workforce #/%	1/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Assistant Chief																
Workforce #/%	1/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Division Chief																
Workforce #/%	1/50%	1/50%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Detective																
Workforce #/%	9/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Captain																
Workforce #/%	3/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Lieutenant																
Workforce #/%	3/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Sergeant																
Workforce #/%	2/67%	0/0%	0/0%	0/0%	0/0%	0/0%	1/33%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
Protective Services: Sworn-Patrol Officers																
Workforce #/%	28/70%	5/12%	0/0%	0/0%	0/0%	0/0%	1/2%	0/0%	4/10%	1/2%	0/0%	0/0%	0/0%	0/0%	1/2%	0/0%

I understand the regulatory obligation under 28 C.F.R. ~ 42.301-.308 to collect and maintain extensive employment data by race, national origin, and sex, even though our organization may not use all of this data in completing the EEO Utilization Report.

I have reviewed the foregoing EEO Utilization Report and certify the accuracy of the reported workforce data and our organization's employment policies.


[signature]

Chief of Police
[title]

12/28/2021
[date]



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

To: Board of Public Works and Safety
From: Shannon Marks
Date: December 30, 2021
Subject: Agreement with Alexander Chemical Corporation for Purchase of Chlorine

Goshen Utilities recommends that the City enter into an agreement with Alexander Chemical Corporation for the purchase of chlorine for its water treatment process. This agreement is for a three (3) month term through March 31, 2022, and renewable, by mutual agreement, for up to three (3) additional terms of three (3) months based on the same terms and conditions as the original agreement.

Suggested Motion:

Move to approve and execute the agreement with Alexander Chemical Corporation for Purchase of Chlorine.

CONTRACT
PURCHASE OF CHLORINE

THIS CONTRACT is made and entered into on this ____ day of January, 2022, by and between the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City,” and Alexander Chemical Corporation, hereinafter referred to as “Supplier.”

WITNESSETH, that the City and the Supplier mutually agree as follows:

SCOPE OF PURCHASE

Supplier shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to provide and deliver Chlorine in accordance with and as described in further detail in the Request for Quote.

The Supplier shall supply and deliver amounts of Chlorine as is needed by the City (approximately 241 cylinders per year). Chlorine will be ordered by fax or email on an as needed basis, approximately three (3) weeks apart. Chlorine shall be provided in 150 lb. Cylinders at a minimum of nine (9) cylinders per delivery. Deliveries shall be made within Seven (7) days of receipt of order Monday through Friday to Goshen Water & Sewer Dept., 308 N. Fifth St., Goshen, 46528, and to Goshen Water Treatment Plant (Kercher Well Field), 1513 Eisenhower Drive North, Goshen 46526. Supplier acknowledges that time is of the essence and that the timely performance of its work is an important element of this contract.

In the event of a conflict between a provision in the Request for Quote and the Supplier’s quote, the Request for Quote shall control unless specifically modified by this contract. In the event of a conflict between a provision in this contract and a provision the Supplier’s quote or in the Request for Quote, the provision in this contract shall control. Supplier shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

EFFECTIVE DATE; CONTRACT TERM

The contract shall become effective on the day of execution and approval by the City of Goshen Board of Public Works and Safety and the Supplier. The initial term of the contract shall be from January 1, 2022 through March 31, 2022. Upon written approval of the contracting parties, the contract may be renewed for up to Three (3) additional Three (3) month terms under the same terms and conditions.

COMPENSATION, BASIS AND METHOD OF PAYMENT

The City agrees to compensate the Supplier for the Chlorine purchased in this contract in accordance with the Supplier’s itemized quote, \$0.967 per pound, and based on the quantities actually delivered. All payment obligations are subject to the appropriation and encumbrance of monies and shall be made in arrears unless specifically stated otherwise in this solicitation. Payment to the Supplier for the purchase under this contract shall be made upon completion and acceptance of the delivery. The Supplier shall submit a detailed invoice based on established contract price to City of Goshen for payment. Supplier is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-

five (45) calendar days of the receipt of a detailed invoice, provided all invoiced items are received and/or satisfactory performance of the Supplier has been attained. Payment is deemed to be made on the date of mailing the check.

LIQUIDATED DAMAGES

It is agreed by the parties that time is of essence and in the event delivery of the supplies and/or materials is not made within the time set forth in this contract, damage will be sustained by the City. The parties further agree that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Supplier shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, Fifty Dollars (\$50.00) per calendar day for each and every calendar day's delay in making delivery in excess of the time specified. It is further agreed that in the event such damages are sustained by the City, the City may deduct the amount of the liquidated damages from any moneys due or that may become due to the Supplier under this contract.

INDEPENDENT CONTRACTOR STATUS

Supplier shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of the Supplier or its agents, employees, or subcontractors of the Supplier.

NON-DISCRIMINATION

The Supplier agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. The Supplier agrees the Supplier or any subcontractors, or any other person acting on behalf of the Supplier or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

INDEMNIFICATION

The Supplier agrees to indemnify, defend, and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court costs, attorney's fees, and other expenses, caused by an act or omission of the Supplier and its agents, officers, and employees or resulting from or related to the Supplier's performance or failure to perform as specified in this contract.

FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence such as natural disaster or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately, but shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

DEFAULT

It shall be mutually agreed that if Supplier fails to perform the work, provide the goods, supplies and/or materials or comply with the provisions of this Contract and the Request for Quote, and Supplier is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Supplier of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Supplier shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Supplier expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Supplier, Supplier is liable to reimburse the City for such costs.

If Supplier fails to provide the goods, supplies and/or materials or comply with the provisions of this Contract, then Supplier may be considered in default. Supplier may also be considered in default by the City if any of the following occur:

- 1) There is a substantive breach by Supplier of any obligation or duty owed under the provisions of this Contract.
- 2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
- 3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
- 4) Supplier becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- 5) A receiver, trustee, or similar official is appointed for Supplier or any of Supplier's property.
- 6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to provide the goods, supplies and/or materials under the contract.
- 7) The contract or any right, monies or claims are assigned by Supplier without the consent of the City.

TERMINATION

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

- 1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Supplier shall be paid for all goods, supplies and/or materials provided and expenses reasonably incurred prior to notice of termination.
- 2) The City may terminate this contract, in whole or in part, in the event of default by Supplier. In such event, the City may issue a written notice of default and provide a period of time in which Supplier shall have the opportunity to cure. If the default is

not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar goods, supplies and/or materials in any manner deemed proper by the City, and Supplier shall be liable to the City for any excess costs incurred.

- 3) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms in this contract including the scope of purchase, provision of the purchase and compensation, and that no alteration or variation of the conditions of this contract shall be binding unless specifically agreed to in writing by the parties and approved by Board of Public Works and Safety. Any modification or amendment to the terms and conditions of the contract shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

WAIVER OF RIGHTS

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

NOTICES

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this contract. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

City of Goshen
Attention: Legal Department
204 East Jefferson St.
Goshen, IN 46528

Address for notices to Supplier:

Alexander Chemical Corp
Attention: Robert Davidson
7593 S. First Road,
LaPorte, IN 46350

APPLICABLE LAWS

The Supplier agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

MISCELLANEOUS

Any provision of this contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the contract.

In the event of a conflict between these contract documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern. Any special conditions included with this Contract which varies from these General Terms and Conditions shall have precedence.

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

In the event legal action is brought to enforce or interpret the terms and conditions of this contract, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party including reasonable attorney's fees.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, Supplier who is an individual who is a relative of an elected official of the City of Goshen or a business entity that is wholly or partially owned by a relative of an elected official of the City of Goshen hereby certifies that they have notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract.

SEVERABILITY

In the event that any provision of the contract is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision of the contract.

AUTHORITY TO BIND SUPPLIER

Notwithstanding anything in the contract to the contrary, the signatory for the company/business represents that he or she has been duly authorized to execute contracts on behalf of the company/business and has obtained all necessary or applicable approvals to make this contract fully binding upon the company/business when his or her signature is affixed and is not subject to further acceptance

BINDING EFFECT

All provisions, covenants, terms and conditions of the contract apply to bind the parties and their legal heirs, representatives, successors and assigns.

ENTIRE AGREEMENT

This contract constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Supplier.

In witness whereof, the parties have executed this Agreement as set forth below.

**City of Goshen
Board of Public Works and Safety**

Alexander Chemical Corporation

Jeremy P. Stutsman, Mayor

By: _____
Printed:

Michael A. Landis, Board Member

Its: _____

Date: January __, 2022

Mary Nichols, Board Member

DeWayne Riouse, Board Member

Barb Swartley, Board Member

Date: January __, 2022



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN
209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185
dannysink@goshencity.com • www.goshenindiana.org

December 30, 2021

To: Board of Works and Public Safety

RE: Hire Doug Gadson as a Special Firefighter

From: Danny Sink, Fire Chief

I am requesting that the Board of Works and Public Safety approve the hiring of Doug Gadson for the position of Special Firefighter for the Goshen Fire Department. Gadson will be assigned typical firefighter duties as we transition to providing fire coverage for Elkhart Township through the previously approved Interlocal agreement.

The approval to hire Gadson is subject to Board of Works approving the establishment of compensation for a Special Firefighter, and subject to Goshen Common Council adoption of Ordinance 5110 to include a Special Firefighter Position in the 2022 Civil City and Utilities Employees Salary Ordinance.

Thank you for your consideration.