





## GOSHEN COMMON COUNCIL

### Minutes of the Jan. 4, 2022 Regular Meeting

*Convened in the Council Chambers, Police & Court Building, 111 East Jefferson Street, Goshen, Indiana*

Mayor Jeremy Stutsman called the meeting to order at 6 p.m. and led the Pledge of Allegiance

Mayor Stutsman asked the Clerk-Treasurer to conduct the roll call.

Present: Megan Eichorn (District 4)                      Julia King (At-Large)                      Doug Nisley (District 2)  
                    Gilberto Pérez Jr. (District 5)                      Donald Riegsecker (District 1)                      Matt Schrock (District 3)  
                    Council President Brett Weddell (At-Large)

Absent: Youth Advisor Adrian Mora (Non-voting)

Mayor Stutsman asked the Council's wishes regarding the minutes of the City Council's meeting of Dec. 28, 2021. Councilors King/Eichorn moved to approve the minutes of the Dec. 28, 2021 meeting as submitted. Motion to approve the minutes passed 7-0.

Mayor Stutsman presented the agenda of the Jan. 4, 2022 meeting. Councilor King objected to referring to the Democratic contact person on the Council as the "Minority Party Leader." After further discussion, and a suggestion by Councilor Pérez that the position be named the "Minority Contact Leader," Councilors Riegsecker/King moved to approve the agenda with a change – renaming the leader mentioned in agenda item #2 from Minority Party Leader to Minority Contact Leader for the Cancellation of Meetings. Motion passed 7-0.

#### Privilege of the Floor:

At 6:04 p.m., Mayor Stutsman invited public comments on matters not on the agenda. There were no public comments, either from those in the council chamber or via Zoom, so the Mayor closed Privilege of the Floor

#### 1. Election of Council President

Mayor Stutsman opened nominations for the position of Common Council President for 2022. Nisley/Eichorn moved to nominate Councilor Brett Weddell as Council President. There were no further nominations, so Mayor Stutsman closed the nominations. The Mayor took a voice vote on the motion to elect Councilor Weddell as Council President and the motion passed 6-1, with Councilors Eichorn, Nisley, Perez, Riegsecker, Schrock and Weddell voting "yes" and Councilor King voting "no."

#### 2. Election of Minority Party Contact Leader for the Cancellation of Meetings

Mayor Stutsman opened nominations for the position of Minority Contact Leader for the Cancellation of Meetings for 2022. The Mayor noted that only the Democrats on the Council were eligible to vote on the position. King/Pérez moved to elect Councilor Megan Eichorn as Minority Contact Leader for the Cancellation of Meetings. The motion passed 3-0, with Councilors Eichorn, King and Perez voting "yes."

#### 3. Appointments to City Boards and Commission

As these were Council appointments, Mayor Stutsman turned over the process to Council President Weddell.



Council President Weddell opened the process of Council appointments to the Community Relations Commission, the Redevelopment Commission and the Shade Tree Board.

Council President Weddell began by stating that there was one available position on the Shade Tree Board to fill the three-year term of Erin Floyd, who served from January 2019 to December 2021. He said applications were received from “three amazing candidates” – Emma Conrad, Erin Floyd and Doug Yoder, although Yoder later asked that his name be withdrawn from consideration. Council President Weddell said he heard from Councilor Schrock, who regularly attends Shade Tree Board meetings, that Erin Floyd has been a huge asset and he saw no reason to not re-appoint her to the board. Councilor Eichorn agreed. Council President Weddell welcomed nominations for the three year position, January 2022 to December 2024. Councilors Nisley and King moved to reappoint Erin Floyd. There were no further nominations. The motion to reappoint Erin Floyd passed 7-0. After the vote, Council President Weddell said that he learned yesterday, Jan. 3, 2022, that Kristi Smith, who was appointed by the Council to a term on the Shade Tree Board from Jan. 2021 to December 2023, resigned from the Board in November, so the Council had an opportunity to make a second appointment. He said the Council had another candidate – Emma Conrad, who he stated would be a great addition to the board and who was supported by City Director of Environmental Resilience Aaron Sawatsky Kingsley. Council President Weddell welcomed nominations for the position, which will run until December 2023. Councilors King and Eichorn moved to appoint Emma Conrad. There were no further nominations. The motion to appoint Emma Conrad passed 7-0. Council President Weddell suggested to Mayor Stutsman that he might consider appointing Doug Yoder to the Shade Tree Board vacancy the Mayor will be filling. Mayor Stutsman responded that he normally makes his appointments later in January and has yet to determine who might be available to appoint.

Moving on the Community Relations Commission (CRC), Council President Weddell said the Council had three appointments to make – the three-year terms of two members expired in December 2021 and another member resigned at mid-year in 2021. He added that a fourth member recently resigned.

Council President Weddell said that one the termed-out members, Sreekala Rajagopalan, served on the CRC from August 2004 until December 2021 and did not re-apply. He said all Council members should and appreciate her service on the commission and suggested that the Council should formally acknowledge her tenure. Councilors Eichorn and King agreed. Mayor Stutsman said some recognition was being planned. Councilor King said Rajagopalan was most responsible for the City's Diversity Day celebration.

Council President Weddell said three people applied for appointment to the CRC – Sharon Beachy, Eman Monge and Gladys Rosas.

Council President Weddell welcomed nominations for the CRC position being vacated by Sreekala Rajagopalan, which will run from January 2022 to December 2024. Councilors Eichorn and King nominated Gladys Rosas to fill the position. Councilors Riegsecker and Nisley nominated Eman Monge. After discussion about the openings and the appointment process, Councilors Riegsecker and Nisley withdrew their nomination of Eman Monge. The motion to appoint Gladys Rosas to the CRC then passed 7-0.

Council President Weddell welcomed nominations for the CRC position being vacated by Cathie Cripe, which will run from January 2022 to December 2024. Councilors Pérez and Riegsecker nominated Eman Monge. There were no further nominations. The motion to appoint Eman Monge to the CRC passed 7-0.



Council President Weddell said the Council also had to fill the position that was vacated by the resignation of Judith Davis and which ran from January 2020 to December 2022. He said that he was aware of some discussion of Mayor Stutsman appointing a fourth CRC member. Councilor Eichorn said there has been some discussion about leaving the CRC with seven members, two short of the maximum number of commissioners, to determine if that would help the CRC operate well or perhaps add two members later. Mayor Stutsman suggested that the Council make its three CRC appointments and he will later discuss the possibility of adding members with Community Relations Director A.J. Delgadillo. Councilors King and Eichorn nominated Sharon Beachy to serve the rest of the term of Judith Davis, which is scheduled to end December 2022. There were no further nominations. The motion passed 7-0.

Concluding the appointments, Council President Weddell said the Council had to make two appointments to the Redevelopment Commission as the one-year terms of Andrea Johnson and Brett Weddell ended in December 2021. Council President Weddell said he and Andrea Johnson applied for appointment as well as Vincent Baltazar, James Lowen, Susan Perri and Amanda Ramundo. He said there were many excellent candidates.

Councilors Nisley and Riegsecker nominated Council President Weddell for reappointment to the Redevelopment Commission for a term starting in January 2022 and ending in December 2022. There were no further nominations. The motion passed 7-0.

For the second position on the Redevelopment Commission, Councilors Eichorn and King nominated Andrea Johnson for reappointment to the Redevelopment Commission for a term starting in January 2022 and ending in December 2022. There were no further nominations. The motion passed 7-0.

Council President Weddell said he would send emails to all of the applicants for the City board and commissions thanking them for their interest. Councilor Eichorn thanked Council President Weddell for his hard work coordinating the appointments.

#### 4. Ordinance 5110 (1st/2nd Reading): Amend 2022 Compensation Ordinance 5101 for Civil City and Utilities Employees to Include a Special Firefighter Position

Mayor Stutsman called for the introduction of Ordinance 5110 on First Reading. Council President Brett Weddell asked the Clerk-Treasurer to read Ordinance 5110 by title only, which was done.

Weddell/Pérez moved for passage of Ordinance 5110 on First Reading.

By way of background, Ordinance 5110 would amend Ordinance 5101, which approved the 2022 minimum and maximum compensation, including wages and benefits, for Civil City and Utilities employees. More specifically, it would establish a new Special Firefighter position within the Goshen Fire Department beginning in 2022. The new position, which was authorized by Indiana Code § 36-8-3-7 and approved by the Goshen Board of Public Works and Safety, would be a full-time, civilian position. The classification of the position will be covered, non-exempt (hourly), and the wage for the position will be \$27.96 per hour.

Mayor Stutsman said the addition of the position is part of the City of Goshen assuming responsibility for fire protection services for the Elkhart County Township. He said the Board of Works and Safety approved the position on Monday and a person would be hired if the Council approves the position. Mayor Stutsman said Doug Gadson is the current chief of the township fire department and will be appointed to the new position.



Asked by Councilor Nisley when the appointment will take effect. Mayor Stutsman said the appointment will be made Wednesday, Jan. 5. City Attorney Bodie Stegelmann said Gadson is scheduled to begin work for the City Fire Department on Jan. 10. Mayor Stutsman said Gadson will play a key role in the transition to Fire Department coverage of the township and will also drive its tanker truck, among other duties.

Mayor Stutsman invited comment from the public, but no one asked to speak. There were no further questions or comments from the Council and Councilors affirmed they were ready to vote.

On a voice vote, councilors approved Ordinance 5110 on First Reading by a 7-0 vote, with all members voting "yes."

Councilors gave Mayor Stutsman unanimous consent to proceed to the Second Reading of Ordinance 5110. Mayor Stutsman called for the introduction of Ordinance 5110 on Second Reading. Council President Brett Weddell asked the Clerk-Treasurer to read Ordinance 5110 by title only, which was done.

Weddell/Schrock moved for passage of Ordinance 5110 on Second Reading.

There were no further questions or comments from the public or the Council, and Councilors affirmed to Mayor Stutsman that they were ready to vote. On a voice vote, councilors approved Ordinance 5110 on Second and Final Reading by a 7-0 vote, with all members voting "yes."

5. Ordinance 5112 (1st/2nd Reading): An Ordinance to Amend the Elkhart Road Planning Unit Development (PUD), Ordinance 3574, and Ordinances 4846, 4894 and 500

Mayor Stutsman called for the introduction of Ordinance 5112 on First Reading. Council President Brett Weddell asked the Clerk-Treasurer to read Ordinance 5112 by title only, which was done.

Weddell/Pérez moved for passage of Ordinance 5112 on First Reading.

By way of background, Ordinance 5112 came before the City Council as a recommendation from the Goshen Plan Commission. On Dec. 21, the Plan Commission met and approved a Planned United Development (PUD) major change and a PUD preliminary site plan approval for the Elkhart Road at Rieth Subdivision (a replat of the Elkhart Road PUD) to allow for outlot development for a Chipotle restaurant at 2219 Rieth Boulevard with the PUD major change including:

- To allow an outlot, and outlot access via adjacent Lot 1;
- 0-foot internal parking/aisle setbacks between Lots 1 and 2;
- Allow existing parking spaces to continue along portions of Rieth Boulevard and Elkhart Road for Lots 1 and 2, with 0-foot parking/aisle setbacks, a portion of parking spaces in the right of way (where additional right of way was dedicated), and varying parking stall dimensions;
- No less than 10-foot parking/aisle setback along Elkhart Road for Lot 2;
- 22-foot aisle width west of Rieth Boulevard parking spaces for Lot 2 for the subject property generally located at 2219 Rieth Boulevard and zoned Commercial B-3PUD (Planned Unit Development), part of Elkhart Road PUD.
- By a 6-0 vote, the Plan Commission forwarded the matter to the Common Council with a favorable recommendation.

In advancing its recommendation, the Plan Commission specified the following conditions:

1. The proposed outlot is consistent with the overall Elkhart Road PUD.
2. The approved preliminary site plan is Elkhart Road PUD – Lot 1 Outlot, dated 06.14.2021, prepared by Weihe Engineers, subject to required revisions.



3. The outlot shall provide bicycle parking within the outlot area, shown on the PUD final site plan.
4. A final landscape plan shall be submitted with the PUD final site plan, listing all plant material, with common and botanical names, and size at planting and height at maturity for all tree species. Landscaping shall be installed per the approved landscape plan, inspected by the Planning office before a Certificate of Occupancy is issued.
5. New signs will meet the requirements of the Goshen Zoning Ordinance and Elkhart Road PUD.
6. The outlot is required to connect to City sewer and water, approved by Goshen Engineering, and built to current Utility Department specifications.
7. The PUD final site plan will be submitted as part of the City's administrative site plan review, Technical Review, and Technical Review will include review by Goshen Engineering and Goshen Fire. Review must be completed before a zoning clearance/building permit is issued.
8. All developmental requirements not varied by the major change shall be met.

City Planner Rhonda Yoder provided an overview of the ordinance and the request. She said one of the major reasons the requested Planned United Development (PUD) major change was needed was because this specific outlot wasn't anticipated in the formation of the original Elkhart Road PUD, and all planned unit developments are tied to a site plan.

Rhonda Yoder said, "That's one of the reasons for the approval. There's also a few deficiencies on the developmental side. Because it's an existing lot, and they're proposing a second lot with basically no separation between the two lots, and shared access, those items also need to be approved. And then, most of the existing parking spaces will stay the same, except for a portion along Elkhart Road. And what has happened at this site is that there was some additional sideway dedication which has narrowed that path for parking spaces. So we're just going to acknowledge that that's happened and allow those spaces to continue."

Bill Terry, the petitioner attended via Zoom, and said he was available to answer any questions. There were none, Mayor Stutsman invited comment from the public, but no one asked to speak and there were no further questions or comments from the Council. Councilors indicated they were ready to vote.

On a voice vote, councilors approved Ordinance 5112 on First Reading by a 7-0 vote, with all members voting "yes."

Councilors gave Mayor Stutsman unanimous consent to proceed to the Second Reading of Ordinance 5112. Mayor Stutsman called for the introduction of Ordinance 5112 on Second Reading. Council President Brett Weddell asked the Clerk-Treasurer to read Ordinance 5112 by title only, which was done.

Weddell/Nisley moved for passage of Ordinance 5112 on Second Reading.

There were no further questions or comments from the public or the Council, and Councilors affirmed to Mayor Stutsman that they were ready to vote. On a voice vote, councilors approved Ordinance 5112 on Second and Final Reading by a 7-0 vote, with all members voting "yes."

Bill Terry thanked Councilors for approving Ordinance 5112. Councilor Eichorn responded, "Thank you for bringing Chipotle to Goshen."

#### Elected Official Reports:

Councilor Eichorn discussed a meeting held the previous evening for neighborhood residents to discuss the move of the Merit Learning Center, from the former Riverdale Elementary School, 801 W. Wilkinson St., to Goshen Junior High School and the move of the Goshen Interfaith Hospitality Network homeless shelter to the Merit site.



Councilor Eichorn said the former Riverdale Elementary School will be the new permanent home for both the homeless shelter and the Interfaith Hospitality Network, allowing it to relocate from its current location at St. Mark's United Methodist Church, 502 N. Main St. She said Goshen Community Schools will continue operating its adult night school program at the site.

Councilor Eichorn said that last night about 30 neighbors had a chance to learn about the proposal and Interfaith officials addressed questions and concerns about the type of residents who will be moving to the facility. She said Interfaith Hospitality's presence will be a great asset to Goshen Community Schools because the organization will upgrade the building at no cost to taxpayers.

Councilor Schrock said it was nice to see so many people at the meeting and that they had the opportunity to express their concerns. Schrock said several people had expressed concerns to him by email before the meeting and they had an opportunity to have their questions answered. Schrock said Mindy Morehead, the executive director of Interfaith Hospitality, did a great job answering questions about security issues. Schrock said he doesn't oppose the proposal and that he got involved to ensure people could speak out and that happened.

Councilor Eichorn said one audience member made a great suggestion that some neighbors serve as liaisons to the neighborhood and work alongside the City, the school and Interfaith Hospitality Network to discuss problems that might arise or possibilities that might not otherwise be considered. She said it appeared regular meetings might take place. Eichorn said there also was discussion about the future of the greenspace and whether a park might be developed at the site. Eichorn said she would advocate for a dog park.

Mayor Stutsman said discussions have begun with City Parks & Recreation Superintendent Tanya Heyde about developing a park at the site. At this point, the Mayor said it is not known what kind of park might be developed and how much it would cost. Councilor Eichorn said it's a positive development that there already is a group that is interested in developing a park.

Councilor Schrock said neighbors have started a private Facebook group, called "Hess Riverdale" to share ideas and concerns. Councilors Eichorn and Schrock said it isn't a formal city neighborhood association. Councilor Pérez said that perhaps LaCasa can provide resources to the group. Eichorn and Schrock affirmed the idea. Pérez said he would reach out to the group. Eichorn and Schrock discussed security concerns in the neighborhood and after the shelter is opened. Schrock said there is great interest in a park at the site.

In response to a question from Councilor Nisley, Councilor Eichorn said the night school and the shelter would have separate entrances and no shared access. Mayor Stutsman said the Police Department's new homeless coordinator will have an office at the site, but won't have a permanent presence.

Asked by Councilor Nisley about who will be staying at the shelter, Councilor Eichorn said it will be for women and children and men and women and their children. However, single men won't be able to stay there. Eichorn added that all residents are tested for drugs and Interfaith has a high success rate finding permanent housing for residents.

Councilor King said Interfaith strives to connect homeless people with community services.

Councilor Pérez said the homelessness has difficult dimensions, including mental illness and employment issues. He said Interfaith Hospitality's new location is a good opportunity for the community to humanize homeless individuals. And the shelter will be an opportunity for the neighbors to advocate for other needs.

Councilor Nisley said Goshen continues to have many homeless men and this issue needs to be addressed. He said that perhaps housing could be provided near the Industrial Park, where the men would be close to jobs and be able to take the Interurban Trolley. Mayor Stutsman said many organizations, including Faith Mission, have been working to address the issue for several years. What's lacking now, the Mayor said, is a low-barrier shelter.



Still, Mayor Stutsman said the issue is being addressed, although some homeless people continue to abuse drugs and that caused Faith Mission to not offer a low-barrier shelter in Goshen this year. Councilor Nisley responded, "You can't help people that don't want help." Mayor Stutsman said the City is working on the problem. Councilor Pérez said the establishment of a City homeless coordinator could open possibilities for more discussion with non-profit organizations. He said that perhaps the homeless coordinator could help in new ways, Mayor Stutsman said the City has tried for years to connect homeless people to community resources. He said it's been a struggle to persuade some homeless people to accept the help that is available. Councilor Nisley asked to be informed of anything he can do to help. Mayor Stutsman thanked Councilor Nisley.

Mayor Stutsman announced that copies of the City Council's 2022 meeting calendar were in the back of the room and available to the public. The Mayor reminded people that starting in February, the council's meetings will be held the first and third Mondays of each month, instead of the first and third Tuesdays of each month. He said people will be notified of the change through social media channels and emails. He also reminded councilors of the new meeting schedule. Councilor Eichorn said that on Oct. 10, the City Council will meet followed immediately by a meeting of the Community Relations Commission (CRC). She asked if both would meet in the Council chambers. City Communications Coordinator Sharon Hernandez said the meeting location may not be finalized until new CRC members are situated. Mayor Stutsman said that until last year, the CRC never met in the Council chambers and may return to meeting in the City Hall Annex.

Clerk-Treasurer Aguirre said that the next Common Council meeting is Jan. 18, but councilors will participate in a work session on Jan. 14. Mayor Stutsman reminded Council members that the work session will begin at 9 a.m. at the Schrock Pavilion. He said the Council will receive an update on the City's Flood Resilience Plan.

Councilor Eichorn said that Communications Coordinator Sharon Hernandez has now arranged for City Council meetings to be live streamed on YouTube just as board meetings of Goshen Community Schools are. So, all council meetings are now being recorded and are available on YouTube and no longer need to be uploaded.

Adjournment:

Councilors Nisley/King moved to adjourn the meeting. Passed 7-0. Mayor Stutsman adjourned the meeting at 6:40 p.m.

APPROVED:

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor of Goshen

ATTEST:

\_\_\_\_\_  
Richard R. Aguirre, City Clerk-Treasurer





**CITY OF GOSHEN LEGAL DEPARTMENT**

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January 18, 2022

**To:** Goshen Common Council  
**From:** Shannon Marks  
**Subject:** Ordinance 5113 – City of Goshen Cemetery Fees

The Board of Cemetery Trustees has requested to add a new fee for burial services scheduled on a City observed holiday with that fee to be the same as the fee for burial services scheduled on Saturday afternoon. In addition, the Board has requested and a new, reduced fee for the burial of cremated remains of more than one person with the remains of another person. This new fee does not apply to scattering. The normal burial fee would be charged for the first person, and one-half the normal fee would be charged for burial of the cremated remains of each additional person.

Due to the nature of the revisions to incorporate these requested new fees, I have prepared a new Ordinance 5113 with a consolidated fee schedule attached as Exhibit A. Ordinance 5113 would repeal and replace Ordinance 4915, as amended by Ordinance 5018.

The cemetery fees as previously adopted by Ordinance 4915, as amended by Ordinance 5018, increase each year on January 1 through 2025. There are no changes to these fees, but I have removed the fees for years 2017 through 2021 from the Exhibit.

Language for the new fee for interment, entombment, inurnment or scattering services scheduled on a City observed holiday has been added as the last three sentences under the heading DAYS AND TIMES OF SERVICES on page 4. Additionally, the phrase “and a City observed holiday” has been added in nine places in Exhibit A following the phrase “Saturday 12 p.m. and after, but before 3 p.m.”

A new paragraph with the heading BURIAL OF CREMATED REMAINS WITH ANOTHER has been added on page 5 for the new, reduced fee for the burial of cremated remains of more than one person with the remains of another person.

## **ORDINANCE 5113**

### **City of Goshen Cemetery Fees**

WHEREAS the Goshen Common Council passed Ordinance 4915, amended by Ordinance 5018, to set cemetery fees for the sale for burial rights and burial spaces, burials and disinterments at Oakridge Cemetery, Violet Cemetery and West Goshen Cemetery.

WHEREAS the Board of Cemetery Trustees recommends establishing fees for new services, including the fees for services on City observed holidays, and fees for the burial of cremated remains with the remains of another person.

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

#### **Section 1. Cemetery Fees; Review**

- (A) The cemetery fees set forth in Exhibit A attached to this ordinance shall be charged and collected for the sale of burial rights and burial spaces, burials, scatterings, and disinterments at Oakridge Cemetery, Violet Cemetery and West Goshen Cemetery.
- (B) The Goshen Common Council expects the Board of Cemetery Trustees to review the cemetery fees at least once every four (4) years and make recommendations to the Common Council.

#### **Section 2. Cemetery Capital Improvement Fund**

- (A) The perpetual, non-reverting Cemetery Capital Improvement Fund established by Ordinance 4252 is continued.
- (B) Five percent (5%) of the proceeds from all cemetery fees collected shall be deposited into the Cemetery Capital Improvement Fund.
- (C) The fund will be used for capital improvements within City cemeteries, including the acquisition of additional real estate, after appropriation by the Common Council.

#### **Section 3. Cemetery Permanent Maintenance Fund**

- (A) The perpetual, non-reverting Cemetery Permanent Maintenance Fund established by Ordinance 4252 is continued.
- (B) Five percent (5%) of the proceeds from all cemetery fees collected shall be deposited into the Cemetery Permanent Maintenance Fund.

(C) Pursuant to Indiana Code § 23-14-65-7, income from the Cemetery Permanent Maintenance Fund shall remain in the fund unless the other cemetery income becomes insufficient to meet the expenses of maintaining the City cemeteries. In this event, income derived from the Cemetery Permanent Maintenance Fund and its accretions may be used in whole or in part as the needs of the City cemeteries require, after appropriation by the Common Council.

**Section 4. Other Ordinances**

This ordinance repeals and replaces Ordinance 4915 and Ordinance 5018.

**Section 5. Effective Date**

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

PASSED by the Goshen Common Council on \_\_\_\_\_, 2022.

\_\_\_\_\_  
Presiding Officer

ATTEST:

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on \_\_\_\_\_, 2022, at the hour of \_\_\_\_\_:\_\_\_\_\_ .m.

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

**EXHIBIT A**

**City of Goshen Cemetery Fees  
Ordinance 5113**

**EFFECTIVE DATES.** The cemetery fees listed below shall go into effect upon the effective date of this ordinance and shall increase on January 1 of each successive year as indicated.

**RESIDENT AND NON-RESIDENT DEFINED.** For the purposes of this fee schedule, a “Resident” shall mean a person who resides in the corporate boundaries of the City of Goshen or a person who pays property taxes for real estate located in the corporate boundaries of the City of Goshen at the time of the sale of a burial right and burial space, interment at Forest of Remembrance, or scattering. A “Non-Resident” shall mean a person who does not reside in the corporate boundaries of the City of Goshen or a person who does not pay property taxes for real estate located in the corporate boundaries of the City of Goshen at the time of the sale of a burial right and burial space, interment at Forest of Remembrance, or scattering.

**BURIAL RIGHTS AND BURIAL SPACES.** A burial right means a right of interment, entombment or inurnment granted by the City of Goshen in one of the City’s cemeteries. The sale of a burial right is the sale of an easement for the specific purpose of burial and not a transfer of the fee simple interest in the real estate. A burial space means any space within a City cemetery that is used or intended to be used for interment, entombment or inurnment, irrespective of where the space is located. A burial space includes a grave space, a crypt, a niche, and a scattering area.

<b>Burial Space, excluding Scattering Area:</b>	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>
Boulevard Grave Space - Resident	\$910	\$935	\$965	\$995
Boulevard Grave Space - Non-Resident	\$1,360	\$1,400	\$1,440	\$1,485
Non-Boulevard Grave Space - Resident	\$730	\$750	\$775	\$800
Non-Boulevard Grave Space - Non-Resident	\$1,085	\$1,120	\$1,155	\$1,190
Baby Section Grave Space - Resident	\$220	\$225	\$230	\$235
Baby Section Grave Space - Non-Resident	\$355	\$365	\$375	\$385
Single Cremation Grave Space - Resident	\$260	\$270	\$280	\$290
Single Cremation Grave Space - Non-Resident	\$395	\$405	\$415	\$425
Columbarium Niche - Resident	\$725	\$745	\$765	\$790
Columbarium Niche - Non-Resident	\$1,085	\$1,120	\$1,155	\$1,190

**TRANSFER OF BURIAL RIGHT.** Burial rights shall not be transferred or assigned without the written consent of the City of Goshen. All individuals having a vested interest in the burial space or burial spaces must sign the document to transfer the burial rights to any other person. There is no fee to transfer a burial right.

**DAYS AND TIMES OF SERVICES.** Interment, entombment, inurnment, scattering or disinterment services shall not take place on Saturday after 3 p.m., on Sunday, or on an actual holiday, including New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In the event that interment, entombment, inurnment or scattering services are scheduled on a date in which the City of Goshen observes a holiday (which may be different than an actual holiday), then the fee for interment, entombment, inurnment or scattering shall be the same as the fee for Saturday 12 p.m. and after, but before 3 p.m. This shall include the City’s observed dates for the previously listed holidays, Martin Luther King, Jr.’s Birthday, Juneteenth National Independence Day, Veterans Day, Friday following Thanksgiving, and Christmas Eve. Disinterment services shall not be scheduled on a City observed holiday.

**BURIAL.** Burial is the opening and closing of a grave, grave space, burial space, crypt, or niche for the purposes of interment, entombment or inurnment. There is an opening and closing fee each time there is an interment, entombment or inurnment in a City cemetery.

<b>Interment of Adult, Child and Infant, excluding Interment in the Baby Section:</b>	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>
Weekday before 3 p.m.	\$685	\$705	\$725	\$745
Weekday 3 p.m. and after, and Saturday before 12 p.m.	\$960	\$990	\$1,020	\$1,050
Saturday 12 p.m. and after, but before 3 p.m., and a City observed holiday	\$1,230	\$1,265	\$1,305	\$1,345
<b>Interment in the Baby Section:</b>	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>
Weekday before 3 p.m.	\$260	\$270	280	\$190
Weekday 3 p.m. and after, and Saturday before 12 p.m.	\$385	\$395	\$405	\$415
Saturday 12 p.m. and after, but before 3 p.m., and a City observed holiday	\$495	\$510	\$525	\$540
<b>Interment of Cremated Remains, excluding Interment of Cremated Remains in the Baby Section:</b>	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>
Weekday before 3 p.m.	\$260	\$270	\$280	\$290
Weekday 3 p.m. and after, and Saturday before 12 p.m.	\$550	\$565	\$580	\$595
Saturday 12 p.m. and after, but before 3 p.m., and a City observed holiday	\$815	\$840	\$865	\$890

<b>Interment of Cremated Remains in the Baby Section:</b>	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>
Weekday before 3 p.m.	\$130	\$135	\$140	\$145
Weekday 3 p.m. and after, and Saturday before 12 p.m.	\$215	\$220	\$225	\$230
Saturday 12 p.m. and after, but before 3 p.m., and a City observed holiday	\$340	\$350	\$360	\$370
<b>Entombment or Inurnment of Adult, Child and Infant, excluding Scattering:</b>	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>
Weekday before 3 p.m.	\$150	\$155	\$160	\$165
Weekday 3 p.m. and after, and Saturday before 12 p.m.	\$260	\$270	\$280	\$290
Saturday 12 p.m. and after, but before 3 p.m., and a City observed holiday	\$400	\$410	\$420	\$435

**OAKRIDGE CEMETERY FOREST OF REMEMBRANCE.** Interment of cremated remains and planting of a tree in the designated Forest of Remembrance area. The fees below include the right of interment, interment services and tree.

<b>Forest of Remembrance Area and Interment of Cremated Remains, including Tree Planting:</b>	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>
Weekday before 3 p.m. - Resident	\$825	\$850	\$875	\$900
Weekday before 3 p.m. - Non-Resident	\$960	\$990	\$1,020	\$1,050
Weekday 3 p.m. and after, and Saturday before 12 p.m. - Resident	\$1,120	\$1,155	\$1,190	\$1,225
Weekday 3 p.m. and after, and Saturday before 12 p.m. - Non-Resident	\$1,155	\$1,190	\$1,225	\$1,260
Saturday 12 p.m. and after, but before 3 p.m., and a City observed holiday - Resident	\$1,400	\$1,440	\$1,485	\$1,530
Saturday 12 p.m. and after, but before 3 p.m., and a City observed holiday - Non-Resident	\$1,545	\$1,590	\$1,640	\$1,690
Tree replacement fee (after 12 months up to 60 months)	\$470	\$485	\$500	\$515

**BURIAL OF CREMATED REMAINS WITH ANOTHER.** Burial of cremated remains of more than one person, excluding scattering, in the same burial space, in the same container and at the same time, including the burial of cremated remains of one person or more within the casket of another person, shall be permitted by payment of the full, normal fee for the interment, entombment or inurnment of the first person, and one-half of the normal fee for the interment, entombment or inurnment of the cremated remains of each additional person. The additional fee is for the administrative cost with recording and processing each burial.

**SCATTERING.** Scattering is the final disposition of cremated remains that have been removed from their container in a designated scattering area within the cemetery. The fees below include both the right of inurnment in the scattering area and the scattering services.

<b>Scattering Area and Scattering of Cremated Remains:</b>	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>
Weekday before 3 p.m. – Resident	\$270	\$280	\$290	\$300
Weekday before 3 p.m. - Non-Resident	\$330	\$340	\$350	\$360
Weekday 3 p.m. and after, and Saturday before 12 p.m. - Resident	\$385	\$395	\$405	\$415
Weekday 3 p.m. and after, and Saturday before 12 p.m. - Non-Resident	\$450	\$465	\$480	\$495
Saturday 12 p.m. and after, but before 3 p.m., and a City observed holiday - Resident	\$500	\$515	\$530	\$545
Saturday 12 p.m. and after, but before 3 p.m., and a City observed holiday - Non-Resident	\$580	\$600	\$620	\$640

**DISINTERMENT.** Disinterment shall include opening and closing of a burial space, including exhumation, disentombment or disinurnment. Disinterment does not include interment, entombment or inurnment at another burial space.

<b>Exhumation of Adult, Child or Infant, including Exhumation from the Baby Section:</b>	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>
	\$1,360	\$1,400	\$1,440	\$1,485
<b>Exhumation of Cremated Remains, including Exhumation from the Baby Section:</b>	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>
	\$550	\$565	\$580	\$595
<b>Disentombment or Disinurnment of Adult, Child or Infant:</b>	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>
	\$260	\$270	\$280	\$290

## ORDINANCE 5114

### AN ORDINANCE TO ESTABLISH RULES AND REGULATIONS FOR CEMETERY PROPERTIES IN THE CITY OF GOSHEN, INDIANA

WHEREAS, it has become necessary to establish certain rules and regulations for cemetery properties in the City of Goshen, Indiana, enforceable by an ordinance violation.

WHEREAS, the Board of Cemetery Trustees and the City wishes to clarify cemetery hours of operation and explicitly prohibit the possession and use of alcohol on cemetery property.

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

#### **SECTION 1. Cemetery Properties Defined**

“Cemetery Property” and “Cemetery Properties” shall include, but not be limited to, any lands, buildings, structures, paths, trails, and drives in the City of Goshen that are within the jurisdiction and control of the City of Goshen through its Cemetery Department and the Board of Cemetery Trustees. “Cemetery Property” and “Cemetery Properties” shall include Oakridge Cemetery, Violett Cemetery, Dierdorff Cemetery, and West Goshen Cemetery.

#### **SECTION 2. Cemetery Hours**

No person shall enter or remain in or on any Cemetery Property after Cemetery Properties are closed to the public. Cemetery Properties are open to the public from dawn until dusk of the same day or until the conclusion of a City of Goshen Cemetery Department approved event, if later. Cemetery Properties shall be considered closed to the public at all other times.

The prohibition against entering or remaining in or on any Cemetery Property when Cemetery Properties are closed to the public does not apply to city streets, highways, bicycle and pedestrian paths, or similar trails traversing Cemetery Properties. Normal travel on city streets, highways, bicycle and pedestrian paths, or similar trails through Cemetery Property, without the intent to visit or remain on Cemetery Property, at any time Cemetery Properties are closed to the public shall not be a violation.

#### **SECTION 3. Possession or Consumption of Alcoholic Beverages Prohibited**

No person shall possess or consume any alcoholic beverage in or on any Cemetery Property in the City of Goshen. The term alcoholic beverage means a liquid or solid that is or contains one-half percent (0.5%) or more alcohol by volume; is fit for human consumption; and is reasonably likely, or intended, to be used as a beverage.

#### **SECTION 4. Enforcement**

The City of Goshen may enforce violations of this ordinance pursuant to Indiana Code §34-28-5, as amended from time to time, and the City of Goshen Ordinance Violations Bureau.



**SECTION 5. Repeal of Prior Ordinances**

Any other ordinance, or parts thereof, that conflict with the provisions of this ordinance are hereby repealed only to the extent of such conflict.

**SECTION 6. Severability Clause**

If any provision of this ordinance shall be held invalid, such provision shall be deemed severable and the invalidity thereof shall not affect the remaining provisions of this ordinance.

**SECTION 7. Effective Date**

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

PASSED by the Goshen Common Council on January \_\_\_\_\_, 2022.

\_\_\_\_\_  
Presiding Officer

ATTEST:

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on January \_\_\_\_\_, 2022, at the hour of \_\_\_\_\_:\_\_\_\_\_ .m.

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on January \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

**Goshen Common Council  
Resolution 2022-01**

**Service Delivery Agreement Between  
County of Elkhart and Goshen Police Department  
for 2022 Elkhart County Drug-Free Community Funds**

WHEREAS the Goshen Police Department made application to and was awarded \$36,900 in grant funding from the Elkhart County Drug-Free Partnership for the purchase of two K9s, K9 vests, and equipment for a department vehicle.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council approves the terms and conditions of the Service Delivery Agreement between the County of Elkhart and Goshen Police Department for the 2022 Elkhart County Drug-Free Community Funds, a copy of which is attached to and made a part of this resolution.

PASSED by the Goshen Common Council on January 18, 2022.

\_\_\_\_\_  
Presiding Officer

ATTEST:

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on January \_\_\_\_, 2022, at the hour of \_\_\_\_:\_\_\_\_ \_\_\_\_.m.

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on January \_\_\_\_, 2022.

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

## SERVICE DELIVERY AGREEMENT

In consideration of a grant award from the Board of Commissioners of the County of Elkhart, Indiana (“County”) for the program approved during the DFCF Grant RFP process in the sum of **\$36,900** from the Elkhart County Drug Free Community Fund (DFCF) in 2022, the undersigned **Goshen Police Department** (“Grantee”) hereby agrees as follows:

1. This Agreement shall be effective January 1, 2022 and shall remain in effect through December 31, 2022.
2. Grantee agrees to comply with all terms and provisions of this Agreement and to perform service delivery in accordance with and pursuant to the terms of its approved **Application for Funds to the DFCF**. Grantee’s approved Application for Funds will remain on file with the Elkhart County Drug Free Partnership (Partnership) office for reference and implementation purposes. This can be accessed at grantee’s request. Any substantive proposed changes shall be subject to the prior written approval of the PARTNERSHIP and the County.
3. The schedule of distribution of funds to the Grantee **shall be paid quarterly** or as determined by the PARTNERSHIP and the County.
4. Equipment purchases shall be paid upon submission of a copy of an invoice and a claim for the cost of purchased equipment. Reimbursement shall be distributed on a one-time lump sum basis. All other disbursements will be made by the PARTNERSHIP via the County upon timely receipt of reports and correct and timely claim forms.
5. Grantee hereby certifies that services afforded hereunder will provide a continuation of existing programming or new or expanded programming and not a duplication of services already available in the community as determined by PARTNERSHIP. To the extent that licenses, certifications, permits, and other authorizations are required by applicable law in order to provide the services under this Agreement, Grantee warrants and represents that it currently possesses such licenses, certifications, permits, and authorizations, and will continue to maintain such throughout the term of this Agreement.
6. Grantee recognizes and acknowledges that any release of funds pursuant to this Agreement shall be subject to the approval of the County upon recommendation of the PARTNERSHIP pursuant to properly executed and completed Claim Forms and the submission of quarterly reports.
7. Grantee agrees that all information concerning the DFCF generated by itself, received by another source, or provided by the County shall be maintained in a confidential manner and released only in accordance with the requirements of law or when an appropriate Release of Information is in place and executed by all necessary parties, all in accordance with Indiana Code § 5-14-3 et seq.
8. Grantee shall defend, indemnify, and hold harmless the County and the PARTNERSHIP from and against any and all claims, demands, actions, liabilities, damages or costs related to Grantee’s service delivery as well as an act of omission of Grantee carrying out its activities under this Agreement.
9. Pursuant to Indiana Code §22-9-1-10, Grantee and its subcontractors, if any, shall not discriminate against any employee or applicant for employment in the performance of this Agreement with respect to their hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, age, color, religion, sex, disability, national

origin, ancestry, or status as a veteran. Breach of this covenant may be considered as a breach of this Agreement.

10. Grantee agrees to maintain a drug-free workplace and agrees to submit written notice to the PARTNERSHIP within ten (10) days after receiving actual notice of any Grantee personnel being convicted of a criminal drug violation occurring in Grantee's workplace. It is further agreed that should Grantee fail to comply in good faith with the terms of this paragraph, such failure shall constitute a material breach of this Agreement.
11. Grantee certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law and that Grantee will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law. Grantee further certifies that any affiliate or principal of Grantee and any agent acting on behalf of Grantee or on behalf of any affiliate or principal of Grantee, except for de minimis and non-systematic violation, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law and will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.
12. Except for compensation for services or reimbursement of expenses, Grantee represents and certifies that no employee of Grantee derives nor shall derive personal or financial benefit for himself or herself or any individual with whom he or she has a family or business relationship. Violation of this paragraph shall constitute a material breach of this Agreement.
13. Grantee agrees to provide a quarterly report and a final close-out report, as the case may be, on the status of its service delivery under this Agreement and Grantee's Application for Funds. The reports shall be submitted to the PARTNERSHIP Coordinator on or before **April 10, July 10, October 10 and January 10**. At any time during normal business hours, grantee shall make available to the PARTNERSHIP and the County or designated representative for examination of its records with respect to the matters covered by this Agreement and will permit the PARTNERSHIP and County to audit, examine, and make excerpts of transcripts of such records, and to make audits of all grants, invoices, materials, payrolls, and other data relating to the matters covered by this Agreement.
14. In the event of any violation of this Agreement, including a failure to perform, County shall have the right and option to terminate this Agreement upon written notice to PARTNERSHIP.
15. Grantee shall not assign or transfer any interest in this Agreement nor subcontract any services required by this Agreement without the prior written consent of PARTNERSHIP. This Agreement shall be binding upon the Grantee and its successors and assigns. This Agreement shall insure to the benefit of the County and its successors and assigns.
16. Programs failing to utilize all funds by December 31<sup>st</sup>, must petition the PARTNERSHIP Board of Directors for permission to use them beyond that date. All granted funds must be used by no later than March 31 the following year. Failure to submit by this deadline will result in any unclaimed amounts being returned to the DFCF general fund. Grantee at that point forfeits its right to access any unclaimed amounts.
17. Grantee agrees to make a reasonable effort to promote the PARTNERSHIP by including references to it in its promotional and marketing activities of the funded program.

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

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

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

\_\_\_\_\_  
Printed Name of Grantee's Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

GRANTOR: ELKHART COUNTY DRUG-FREE  
PARTNERSHIP  
ELKHART, INDIANA

By Jhoscho\_\_\_\_\_

Title Executive Director

Date January 10, 2022