



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

Regular Meeting Agenda

**2:00 p.m., February 27, 2023**

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: Feb. 13, 2023**

**Approval of Agenda**

**1) Police Department:** Approve the retirement of Officer Todd Shidler effective Feb. 19, 2023

**2) Fire Department:** Withdraw the conditional offer of employment extended to Jared A. Smith as a probationary firefighter and terminate conditional offer of employment agreement

**3) Fire Department:** Approval for a double sided, LED lighted monument style sign structure for Regional Training Center by Signtech Sign Services for \$11,849.55

**4) Resident request:** Christopher Jones of Goshen is requesting approval to add a gravel driveway to the property at 425 N 9th Street

**5) Griffen P&H, Inc. request:** Mike Robertson request to install two mini splits in in the alley just west of 119 Lincoln Avenue

**6) Mayor's Office:** Approval of sponsorship agreement with Goshen City FC, LLC for \$12,500

**7) Legal Department:**

- 7(a) Approval of Community Service Partnership Agreements for 2023 with: Center for Business Excellence, Inc. (\$10,000);
- 7(b) Chamber of Commerce of Goshen, IN, Inc. (\$50,000);
- 7(c) Downtown Goshen, Inc. (\$70,000);
- 7(d) Goshen Historical Society, Inc. (\$15,000);
- 7(e) Goshen Theater, Inc. Inc. (\$75,000) and
- 7(f) Warsaw Housing Authority (\$27,600)

***(Items 7A-7F in the online packet: Copies of the six draft agreements, the organization applications and full financial information.)***



**8) Legal Department:** Amendment Agreement with Cummins Sales and Service, Inc. for inspection and diagnostic testing of City generators

**9) Legal Department:** Renumber Resolution 2023-04 to Resolution 2023-05 for the Interlocal Agreement with Elkhart County for Animal Control Services

**10) Legal Department:** Resolution 2023-06 Acquisition of Real Estate at 3105 Peddler's Village Road

**11) Legal Department:** Resolution 2023-08 Special Purchase of Road Salt

**12) Legal Department:** Award the bid for Public Recycling Drop-Off Site Services to BFI Waste Services of Indiana LP, d/b/a Republic Services of Elkhart, as the lowest responsible and responsive bidder and approve the contract with BFI

**13) Legal Department:** Resolution 2023-07 Interlocal Agreement with Elkhart County for a Municipal Solid Waste Recycling Station

**14) Legal Department:** Agreement with ChargePoint, Inc for the 5-year leasing of three Dual Port EV Charging Stations

**Privilege of the Floor**

## **CITY OF GOSHEN STORMWATER BOARD**

**Regular Meeting Agenda**

**2:00 p.m., Feb. 27, 2023**

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

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

**15) Stormwater Department:** Post-Construction Plan Approval for Star Truck Rental, Inc. East Trailer Parking Expansion (JN: 2021-2016)

**Approval of Civil City and Utility Claims**

***Adjournment***



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD  
MINUTES OF THE FEBRUARY 13, 2023 REGULAR MEETING**

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

**Present:** Mayor Jeremy Stutsman, Mike Landis, Mary Nichols and Barb Swartley (none absent)

**CALL TO ORDER:** Mayor Jeremy Stutsman called the meeting to order at 2:00 p.m.

**REVIEW/APPROVE MINUTES:** Mayor Stutsman presented the minutes of the Feb. 6, 2023 Regular Meeting. Board member Mary Nichols moved to accept the minutes as presented. The motion was seconded by Board member Barb Swartley. Motion passed 4-0.

**REVIEW/APPROVE AGENDA:** Mayor Stutsman presented the meeting agenda. Board member Nichols moved to approve the agenda as submitted. Board member Swartley seconded the motion. Motion passed 4-0.

**1) Open bids: Public Recycling Drop-Off Site Services (bids due 1:45 p.m., Feb. 13, 2023)**

**Opportunity:** On Jan. 25, 2023, the City of Goshen Board of Public Works and Safety solicited sealed proposals for the collection, transport and processing of recyclable materials from the City's new public recycling drop-off site. Services must include the supply and maintenance of collection containers. Services to be provided will begin April 1, 2023 and continue through Dec. 31, 2027.

**Background:** The County of Elkhart has provided recycling drop-off site services on a county-wide basis for more than 10 years. There were ten locations in 2021, which was reduced to five locations in 2022. Two of the drop-off sites were located in the Goshen city limits. The County of Elkhart will no longer provide recycling drop-off site services as of April 1, 2023. The County is proposing to provide the City with funding assistance to provide a recycling drop-off site for use by any resident. As of Aug. 1, 2022, the City of Goshen began providing eligible residences in the Goshen city limits with curbside recycling services on a bi-weekly basis. Goshen's residential curbside recycling will be supplemented with the new drop-off recycling site on Indiana Avenue.

**Mayor Stutsman opened the following two bids for the solicited services:**

**Borden Waste-Away Service, Inc. of Elkhart submitted these bids:** 2023 monthly, \$9,945.15 and 9-month total, \$89,506.32; 2024 monthly and annual costs, \$10,442.40 and \$125,308.85; 2025 monthly and annual costs, \$10,964.52 and \$131,574.29; 2026 monthly and annual costs, \$11,512.75 and \$138,153.01; 2027 monthly and annual costs, \$12,088.39 and \$145,060.66; 2028 monthly and annual costs, \$12,692.81 and \$152,313.69; and 2029 monthly and 7-month costs, \$13,327.45 and \$93,292.13.

**Republic Services of Elkhart (BFI Waste Services of Indiana) submitted these bids:** 2023 monthly, \$3,869 and 9-month total, \$34,821; 2024 monthly and annual costs, \$4,023.76 and \$48,285.12; 2025 monthly and annual costs, \$4,184.71 and \$50,216.52; 2026 monthly and annual costs, \$4,352.01 and \$52,224.12; 2027 monthly and annual costs, \$4,526.09 and \$54,313.08; 2028 monthly and annual costs, \$4,707.13 and \$56,485.56; and 2029 monthly, \$4,895.42 and 7-month total, \$34,267.94.

**Mayor Stutsman/Nichols moved to refer the bids to the Legal Department for review. Motion passed 4-0.**



**2) Legal Department: Fire Department conditional offer of employment to Joshua L. Hite**

**Shannon Marks, the Legal Compliance Administrator for the City Legal Department,** recommended that the Board extend a conditional offer of employment to **Joshua L. Hite** and approve an offer of employment agreement and authorize the Mayor (or the Deputy Mayor in the Mayor's absence) to execute the agreement.

**Marks** said the agreement sets forth the conditions Hite must meet prior to beginning employment with the Fire Department as a probationary firefighter, which includes being approved by the board of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund.

**Marks** said Hite currently possesses Firefighter I/II certification, and Basic EMT certification. Once employed, Hite will be required to successfully complete a paramedic training program and obtain an Indiana paramedic license, and serve as an active paramedic with the Department a minimum of three years. The Fire Department will ask the Board to confirm the offer of employment when a position opening becomes available in the department.

**Nichols/Swartley moved to extend a conditional offer of employment to Joshua L. Hite as a probationary firefighter and authorize the Mayor, or the Deputy Mayor in the Mayor's absence, to execute the agreement.**

**Motion passed 4-0.**

**3) Legal Department: Pass and adopt Resolution 2023-04, Authorizing the Special Purchase of Police Pursuit vehicles (two) from Kelly Chevrolet for \$86,200**

**City Attorney Bodie Stegelmann** asked the Board to approve Resolution 2023-04, *Authorizing the Purchase of Two Police Pursuit Vehicles.*

**Stegelmann** said the City planned to purchase two pursuit vehicles in 2022 at a cost \$49,975 each. However, the supplier will not be able to supply these vehicles on a timely basis. Indiana Cod 5-22-10-5 allows the City to make a special purchase when an opportunity to make that purchase can be done so at a substantial savings to the City. Stegelmann said staff located two police pursuit vehicles that the City can purchase at a cost of \$43,100 each. The City obtained a quote from Kelly Chevrolet for the sum of \$86,200 for the cost of the two vehicles.

**Nichols/Swartley moved to pass and adopt Resolution 2023-04, Authorizing the Purchase of Two Police Pursuit Vehicles from Kelly Chevrolet for the sum of \$86,200 for the two vehicles. Motion passed 4-0.**

**4) Legal Department: Award contract to Kemira Water Solutions and authorize the issuance of a purchase order for the purchase of Ferric Chloride at a cost of \$1.538 per gallon**

**Brandy Toms, a paralegal with the City Legal Department,** told the Board that the City solicited quotes for the purchase of Ferric Chloride, a chemical required for the Waste Water Treatment Plant, in accordance with Indiana Code § 5-22-8-3. Toms provided this summary of the quotes received for the supply of Ferric Chloride for the remainder of the 2023 calendar year:

- Kemira Water Solutions, Inc. of Lawrence, Kansas – \$1.538 per gallon.
- PVS Technologies, Inc. of Detroit, Michigan – \$1.58 per gallon.
- BioChem, Inc. of Evansville, Indiana – Did not provide a responsive and responsible quote.

**Toms** said the only responsive and responsible quote received by the City for this chemical was from Kemira Water Solutions. She recommended that the Board award the contract to supply the City with Ferric Chloride for the remainder of the 2023 calendar year to Kemira Water Solutions.



**Nichols/Swartley moved to award the contract to Kemira Water Solutions as the lowest responsive and responsible quoter and authorize the issuance of a purchase order for the purchase of Ferric Chloride at a cost of \$1.538 per gallon. Motion passed 4-0.**

**5) Legal Department: Award contract to Rowell Chemical Corp. and authorize the issuance of a purchase order for the purchase of Sodium Hypochlorite at a cost of \$1.89 per gallon**

**Brandy Toms, a paralegal with the City Legal Department,** told the Board that the City solicited quotes for the purchase of Sodium Hypochlorite, a chemical required for the Waste Water Treatment Plant, in accordance with Indiana Code § 5-22-8-3. Toms provided this summary of the quotes received for the supply of Sodium Hypochlorite for the remainder of the 2023 calendar year:

- Haviland Products of Grand Rapids, Michigan – Did not provide a responsive and responsible quote.
- Olin Chemical of Lemont, Illinois – Did not provide a quote.
- Rowell Chemical Corp. of Hinsdale, Illinois – \$1.89 per gallon.
- Alexander Chemical Corp. of Peru, Illinois – \$1.889 per gallon

**Toms** said the only responsive and responsible quote received by the City for this chemical was from Rowell Chemical Corp. She recommended that the Board awarded the contract to Rowell Chemical Corp.

**City Attorney Stegelmann** noted that Alexander Chemical Corp. was disqualified because it would not agree to hold the price quoted until the end of the year, which was a specification by the City.

**Nichols/Swartley moved to award the contract to Rowell Chemical Corp. as the lowest responsive and responsible quoter and authorize the issuance of a purchase order for the purchase of Sodium Hypochlorite at a cost of \$1.89 per gallon. Motion passed 4-0.**

**6) Legal Department: Resolution 2023-04, Interlocal Agreement with Elkhart County for Animal Control Services**

**Shannon Marks, the Legal Compliance Administrator for the City Legal Department,** presented to the Board Resolution 2023-04, an Interlocal Agreement with the County of Elkhart for animal control services.

**Marks** said the County has negotiated a contract with The Humane Society of Elkhart County, Inc. to provide animal shelter management and animal control services for 2023 for certain areas of the county, including the City of Goshen. Under this Interlocal Agreement, the City would contribute \$85,400 to reimburse the County for the cost to provide animal control services within the Goshen city limits.

In response to a question from the **Mayor**, **Marks** said the cost to the City will be the same as last year. In response to a question from **Board member Swartley** about who responds to calls involving animals, **Mayor Stutsman** said Humane Society staff members respond.

**Nichols/Swartley moved to adopt Resolution 2023-04, Interlocal Agreement with Elkhart County for Animal Control Services. Motion passed 4-0.**

**7) Legal Department: Approve and authorize the Mayor to execute the agreement with Indiana Underground Plant Protection Services, Inc. d/b/a Indiana 811, for participation in the statewide underground utility locating and notification system**



**Assistant City Attorney Matt Lawson** asked the Board to approve and authorize the Mayor to execute a Membership Agreement with Indiana Underground Plant Protection Services, Inc., d/b/a Indiana 811, for participation in the statewide underground utility locating and notification system established to reduce dig-in damage, periods of utility service disruptions, and the risk of injury to excavators and the public.

**Lawson** said Indiana 811 will be paid for utility location services per ticket submitted by the City which has historically been as much as \$800 per month.

In response to a question from the **Mayor** about whether this was a new agreement, **Superintendent of City Water Treatment and Sewer Department Kent Holdren** said that in the past the City has been billed for this service monthly and now a yearly contract has been prepared. He said some new capabilities also have been added. In response to a question from **Board member Landis**, **Holdren** responded that this service is used whenever the City or a resident needs to know the location of an underground utility.

**Nichols/Swartley** moved to approve and authorize the Mayor to execute the agreement with Indiana Underground Plant Protection Services, Inc., d/b/a Indiana 811, for participation in the statewide underground utility locating and notification system, which the City of Goshen will pay for per ticket which has historically been as much as \$800 per month. Motion passed 4-0.

**8) Water & Sewer Department: Request to close intersection of East Washington and South 6th streets for repair/replacement of sewer manhole**

**Kent Holdren, Superintendent of City Water Treatment and Sewer Department**, told the Board that the City Water and Sewer Department is repairing/replacing a sewer manhole that has caused the road to collapse, at the intersection of East Washington and South 6th streets. He said the work will require excavation of the road, with a trench that will be approximately 14 feet in depth.

For the safety of the work crews and the public, **Holdren** said this intersection was closed to thru traffic, starting 8 a.m. on Monday, Feb. 13 and will reopen to traffic on Friday evening, Feb. 17, 2023. City staff would notify Goshen Schools, EMS and ensure that the garbage is moved to the appropriate location for pick up.

**Nichols/Swartley** moved to approve the closure of the intersection of East Washington and South 6th streets to thru traffic, starting 8 a.m. on Monday, Feb. 13 and reopening to traffic on Friday evening, Feb. 17, 2023. Motion passed 4-0.

**9) Engineering Department: Request for temporary lane restrictions on Greene Road for the installation of fiber optic cable, Feb. 14 to Feb. 17, 2023**

**City Civil Traffic Engineer Josh Corwin** told the Board that Baseline NXC has requested lane restrictions on Greene Road, between Clinton and Lincoln streets, for Feb. 14-17, 2023 for the installation of fiber optic cable. He said the lane restrictions will follow MUTCD guidance and will maintain one lane in each direction. He said Baseline will avoid lane restrictions during times of peak school-related traffic.

**Mayor Stutsman** said it would be OK by him that in the future fiber optic companies appear before the Board of Works to request street closures.

**Nichols/Swartley** moved to approve the lane restrictions on Greene Road from Feb.14 to Feb. 17, 2023 for the installation of fiber optic cable. Motion passed 4-0.



**10) Engineering Department: Acceptance of drainage plan for the Parke North Second subdivision, located north of Kercher Road and west of Parke North Drive**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that in accordance with the City's Subdivision Control Ordinance No. 3196 Section 512 "Drainage Plan," the City Engineering Department has reviewed the drainage plan for Parke North Second, located north of Kercher Road and west of Parke North Drive (private). He said the drainage plan addresses the drainage needs of Lot 1 and Lot 1 only with a combination of inlet structures, conveyance pipes, and stormwater retention basins that will provide 0.326 acre-feet of storage. After due consideration of the proposed drainage plan, **Sailor** said the City Engineering Department recommended the Board's acceptance of the subdivision's drainage plan. **Sailor** said the record should show the City in no way guarantees the proposed drainage improvements will adequately function as designed by the developer's licensed professional. Additionally, the City accepts no liability in conjunction with the acceptance of the drainage plan. If the drainage plan's piping and or stormwater impoundments are found to underperform following construction, **Sailor** said the developer and/or property owner will be directed by the City to take remedial action.

**Nichols/Swartley moved to accept the drainage plan for the Parke North Second subdivision, located north of Kercher Road and west of Parke North Drive. Motion passed 4-0.**

**11) Engineering Department: Approve and authorize the Board to execute the Agreement with Swan Bravo Indiana, LLC and Allen Edwin Homes for the Completion of the Construction Project at 1335 Sturgeon Point**

**City Director of Public Works & Utilities Dustin Sailor** told the Board the City Stormwater Department is requesting the approval of an Agreement for the Completion of Construction for 1335 Sturgeon Point. He said the home has passed its final building inspection and the project is substantially complete except for exterior stabilization work, which cannot be completed at this time due to weather conditions.

**Sailor** said the property owner, Swan Bravo Indiana, LLC, and builder, Allen Edwin Homes, agree to complete all stabilization work by June 15, 2023. The expected cost of work is \$4,572.90 and a surety check for that amount has been remitted to the Clerk-Treasurer's Office.

**Nichols/Swartley moved to approve and authorize the Board to execute the Agreement with Swan Bravo Indiana, LLC and Allen Edwin Homes for the Completion of the Construction Project at 1335 Sturgeon Point. The motion passed 4-0.**

**Privilege of the Floor (opportunity for public comment for matters not on the agenda):**

**Mayor Stutsman opened Privilege of the Floor at 2:22 p.m.**

**There were no comments, so Mayor Stutsman closed Privilege of the Floor.**

**Approval of Civil City and Utility Claims**

**As all matters before the Board of Public Works & Safety were concluded, Mayor Stutsman/Board member Nichols moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 4-0.**

**Adjournment**

**Mayor Stutsman adjourned the Board of Works meeting at 2:22 p.m.**



**APPROVED:**

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**Mayor Jeremy P. Stutsman**

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**Mike Landis, Member**

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**Mary Nichols, Member**

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**Barb Swartley, Member**

**ATTEST**

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**Richard R. Aguirre, City of Goshen Clerk-Treasurer**





**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Jeremy Stutsman  
Member Mike Landis  
Member Mary Nichols  
Member Barb Swartley

Date: February 27<sup>th</sup>, 2023

From: Jose' Miller, Chief of Police

Reference: The Retirement of Officer Todd Shidler #115

I am requesting that the Board of Public Works and Safety approve the retirement of Officer Todd Shidler effective February 19<sup>th</sup>, 2023. Officer Shidler submitted his retirement letter requesting his retirement after many years of service. Officer Shidler started his full-time career at the Goshen Police Department approximately twenty-seven and one half (27 ½ ) years ago. Prior to being hired as a full-time officer, he served several years as a reserve police officer on the Goshen Police Department.

Officer Shidler worked most of his career as a patrol officer on the midnight shift. He was a firearms trainer for the department and served as a sniper the Goshen Police Department Emergency Response Team. Recently Officer Shidler has been assigned to the Goshen Police Department Training Facility as a training Lieutenant.

I would like to thank Officer Shidler for his service and commitment to this department and our community. I wish him the absolute best in his retirement and any future endeavors.

Respectfully,

A handwritten signature in black ink, appearing to be "J. Miller".

Jose' Miller #116

Chief of Police

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

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

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

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



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

February 27, 2023

To: Goshen Board of Public Works and Safety  
From: Shannon Marks, Legal Compliance Administrator  
Subject: GFD Conditional Offer of Employment to Jared A. Smith

On January 23, 2023, the Board extended a conditional offer of employment with the Goshen Fire Department to Jared A. Smith, as well as approved and authorized the Mayor to execute a Conditional Offer of Employment Agreement. On February 10, Mr. Smith submitted a letter to the Fire Department to withdraw from the hiring process for personal reasons.

**Suggested motions:**

- (1) Move to withdraw the January 23, 2023 conditional offer of employment extended to Jared A. Smith as a probationary firefighter.
- (2) Move to terminate the January 23, 2023 Conditional Offer of Employment Agreement with Jared A. Smith.

# • QUOTATION •

574.537.8080 Phone

574.537.8088 Fax



**MAIL TO:** Signtech  
P.O. Box 835  
Goshen, IN 46527

**SHIP TO:** Signtech  
1508 Bashor Rd.  
Goshen, IN 46528

**E-MAIL TO:** signtech@signtechsigns.com

[www.signtechsignservices.net](http://www.signtechsignservices.net)

Contractor agrees to complete the following for:

## **GOSHEN FIRE DEPT. REGIONAL TRAINING CENTER**

*Attention: Jeremy Stutsman*

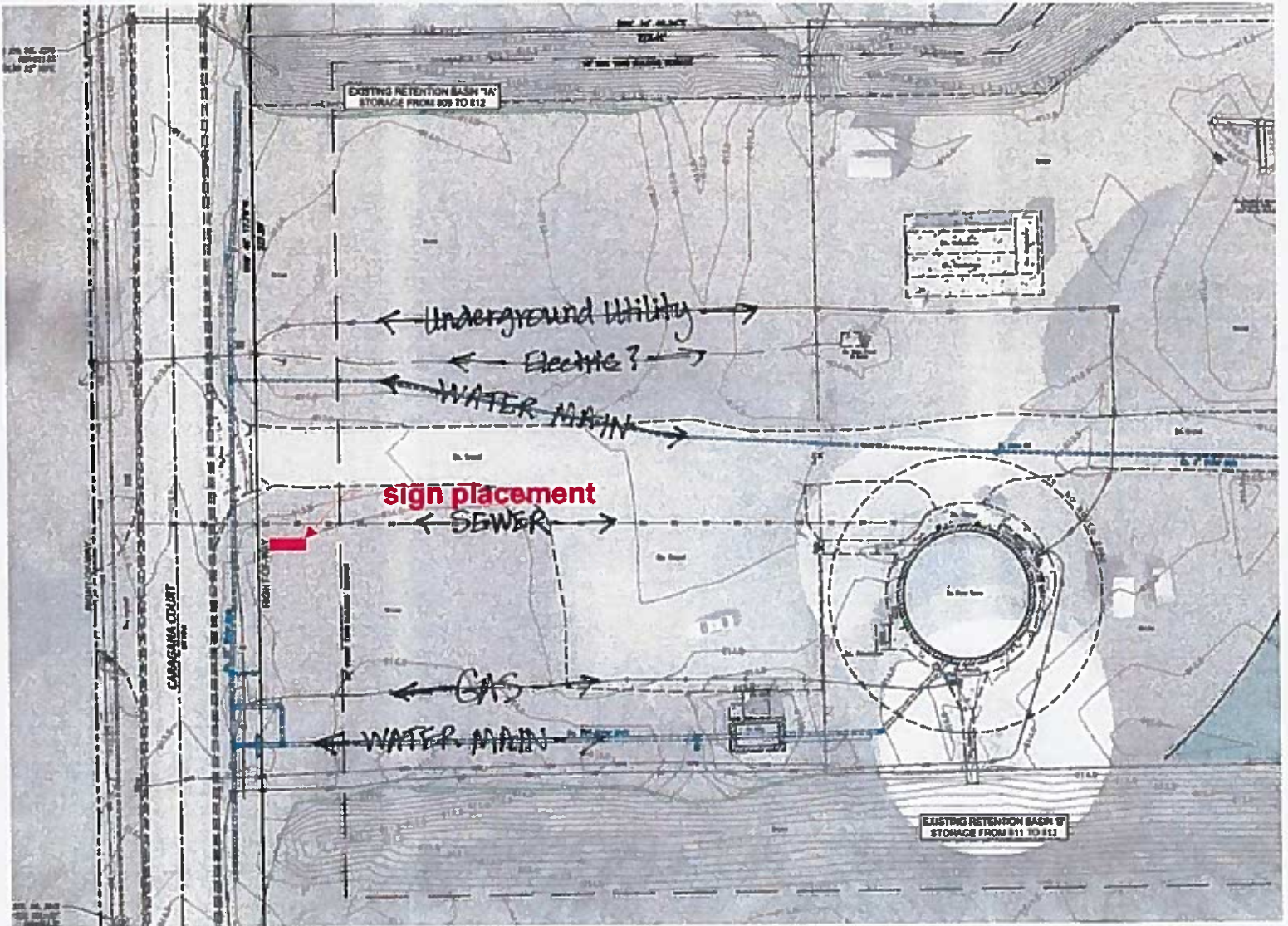
- Supply and install (1) 97"high x 140"wide double sided, LED lighted monument style sign structure for Regional Training Center
- Structure to have a custom built 20"h x 140"w aluminum topper, 14"w x 62"h side pillar, and 24"h x 120"w aluminum base all made of aluminum tubing and sheeting (painted to match design)
- Structure to have a lighted sign cabinet 60"h x 96"w made of extruded aluminum with LED lamps for lighting and lexan plastic faces decorated as per drawing
- Structure to be installed on (2) steel poles set in concrete with a formed pad around structure to prevent mower damage
- Secure Goshen City sign permit

Job to be completed for \$11,849.55 without tax  
Terms: 50% down, balance due upon completion  
Note: Supply wiring to sign is not included

Quoted by Todd C. Lehman Date 2/15/2023

The above prices, Specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.  
Payment will be made as outlined above. Any or all signs are the property of Signtech Sign Services until such is paid in full.

Accepted by  Date 2/16/2023



SEM PER  
PARATU S



*Pride, Honor, Integrity*

# Regional Training Facility

2109 Caragana Ct.





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

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

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

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

**To:** City of Goshen Board of Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** Feb. 27, 2023  
**Subject:** Christopher Jones of Goshen request for gravel driveway

***Jean Nisley of the Clerk-Treasurer's received the following request from Christopher Jones of Goshen:***

Christopher Jones stopped in this afternoon (Feb. 13, 2023). He would like to add an item to the agenda for the next Board of Works meeting.

Mr. Jones would like to add a gravel driveway to the property at 425 N 9th Street.

Attached is the aerial view of the property with a line drawing of where he would like to add the gravel driveway.

Mr. Jones has been to the Planning and Engineering departments and they do not have any objections to his proposal.



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

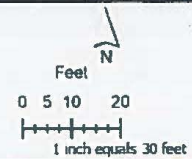
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425 N 9th Street

2021 Aerial  
 Printed on 2/8/2023

The City of Goshen  
 Department of  
 Planning & Zoning

204 East Jefferson Street, Goshen, Indiana 46528  
 Phone: 574-534-3600 Fax: 574-533-8626



**Richard Aguirre, City Clerk-Treasurer**  
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**To:** City of Goshen Board of Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** Feb. 27, 2023  
**Subject:** Engineering Department response to Christopher Jones' request for gravel driveway at 425 N 9th Street

**Dear Board of Works:**

Goshen Engineering has reviewed the request of 425 N. 9th Street, and based on the following, Goshen Engineering does not contest the request:

- 1.) The proposed gravel drive will be located off an alleyway behind the home
- 2.) There is no sidewalk along the alley to be impacted by loose gravel that can cause a walker to lose footing
- 3.) The drainage across the property is from the northwest to the southeast across the property's yard; therefore, any stone fines will be captured in the lawn. (Note the driveway should not be elevated and graded to drain back onto the alley)
- 4.) There are other driveways in the area that are gravel

Regards,

**Dustin K. Sailor, P.E.**  
Director of Public Works  
City of Goshen  
204 E. Jefferson Street  
Goshen, IN 46528  
Ph: 574.534.2201  
Cell: 574.202.0062

*(NOTE: See map on next page)*



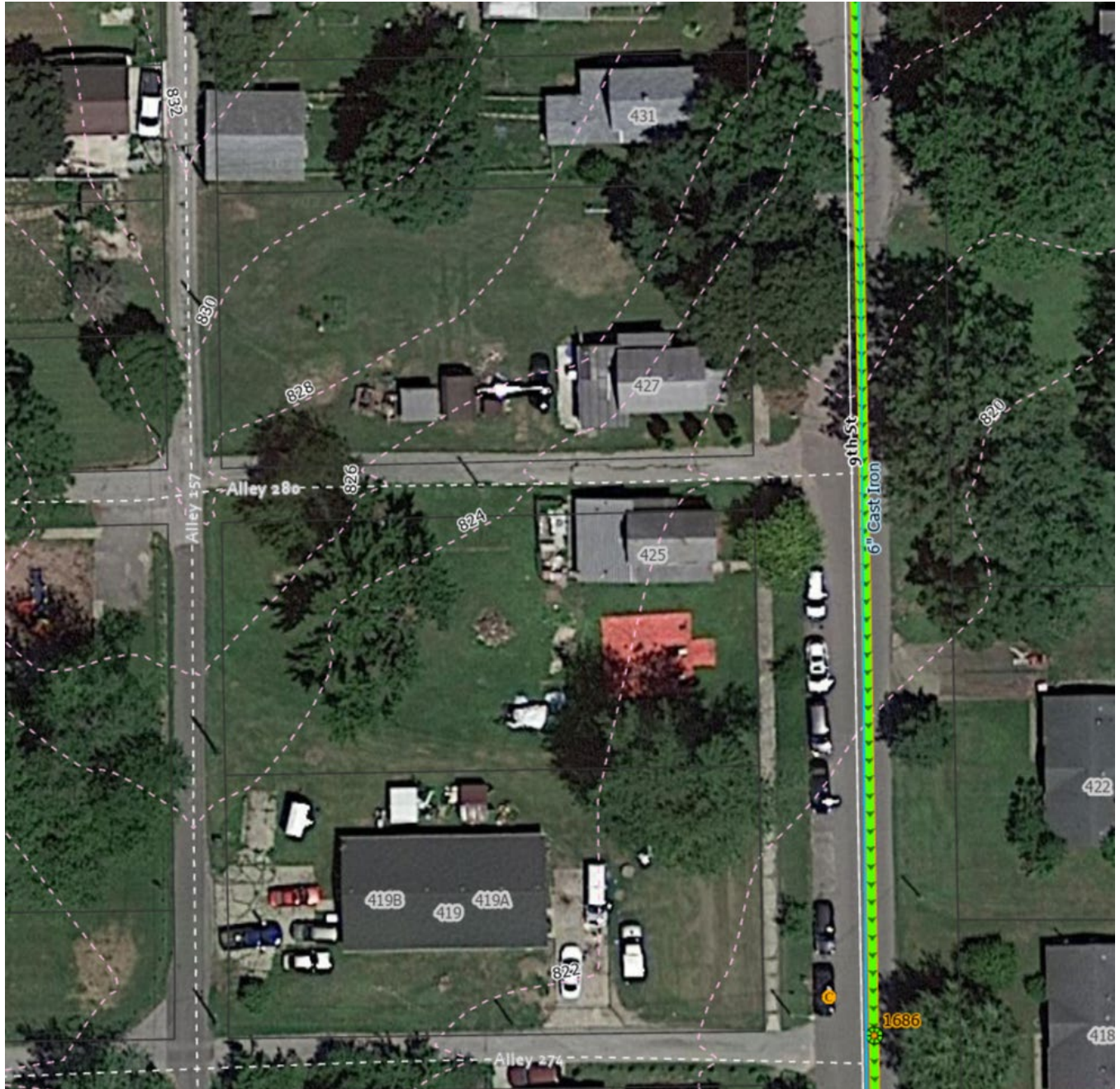


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**To:** City of Goshen Board of Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** Feb. 27, 2023  
**Subject:** Griffen P&H, Inc. request to install two mini splits in downtown alley

***The Clerk-Treasurer's received the following request from Mike Robertson of Griffen P&H, Inc:***

I am asking for permission to install two mini splits in the alley just West of 119 Lincoln Ave.

We will protect the equipment by attaching two steel pipes per heat pump to the ground just below each unit. The pipes will not stick out into the alley any farther than the telephone pole on that side of the alley.

Attached are several photos of the alley.

Please advise on the next steps to get this issue resolved.

Thanks,

**Mike Robertson**

Griffen P&H, Inc.

2310 Toledo Rd.

Elkhart, IN 46516

Cell 574-320-7234

[mrobertson@griffenph.com](mailto:mrobertson@griffenph.com)



**Richard Aguirre, City Clerk-Treasurer**  
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Phone (574) 533-8625 • Fax (574) 533-9740

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

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

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

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





**Jeremy P. Stutsman, Mayor**  
**CITY OF GOSHEN**

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

Phone (574) 533-9322 • Fax (574) 533-9740 • TDD (574) 534-3185  
mayor@goshencity.com • www.goshenindiana.org

TO: Board of Public Works, Safety & Stormwater  
FROM: Jeremy Stutsman, Mayor  
RE: Sponsorship Agreement with Goshen City FC, LLC  
DATE: February 21, 2023

Attached for the Board's approval is a Sponsorship Agreement with Goshen City FC, LLC in the amount of \$12,500.00 (Gold Sponsor).

The Gold Sponsorship level provides the benefits as outlined in the Sponsorship Agreement and will be paid through the City's EDIT Redevelopment line.

Thank you for your consideration and approval.

Requested motion:

Move to approve the Sponsorship Agreement with Goshen FC, LLC in the amount of \$12,500.00.



# Sponsorship Agreement

The purpose of this document is to officialize the sponsorship agreement between both parties, the Sponsor (The City of Goshen), and the Sponsored (Goshen City FC LLC). The period of the sponsorship will be from April 1 to July of 2023, the time period when Goshen City FC will be competing in the Spring Season.

The Sponsored, Goshen City FC LLC, agrees to grant the Sponsor with the following benefits:

- Back jersey display
- One Home and one away jersey
- Website/Social Media promotion
- 8 season tickets

In return for the Sponsor benefits, the Sponsor agrees to grant Goshen City FC LLC with the amount of Twelve Thousand Five Hundred Dollars(\$12,500) to be the Gold Sponsor. The City of Goshen agrees to work with Goshen City FC LLC on the City's logo placement. The City of Goshen is willing to move our log from the back of the jersey if it helps bring in the final sponsorship dollars. Any alteration from this agreement can be done with emails to Mayor Jeremy Stutsman ([jeremystutsman@goshencity.com](mailto:jeremystutsman@goshencity.com)) and a confirming response.

## For Goshen City FC LLC:

Name: [Henrique Castelhana Eichenberger](#)

Title: President

Signature:

Date: 02/15/2023

Goshen City FC LLC  
EID: 921362160  
203 South 6<sup>th</sup> Street Apt2  
Goshen, IN 46528

## For the Sponsor:

Name: The City of Goshen, IN  
Jeremy Stutsman

Title: Mayor of Goshen

Signature:

Date: 02/15/23



**Legal Department, CITY OF GOSHEN**

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

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

February 27, 2023

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

The City of Goshen has many various community service organizations that provide services or programs to its residents in a manner more efficient than what the City could provide. The City has supported these organizations with funds in the past and wishes to continue to do so. These organizations were subject to an application process requiring specific documentation regarding their organization, a detailed description of how these funds will be used, and the organizations will need to account for how the funds were used. As such, I bring before the Board today six (6) Community Service Partnership Agreements for your consideration and approval.

<b>Organization</b>	<b>Grant amount</b>
Center for Business Excellence, Inc.	\$10,000
Chamber of Commerce of Goshen IN, Inc.	\$50,000
Downtown Goshen, Inc.	\$70,000
Goshen Historical Society, Inc	\$15,000
Goshen Theater, Inc. Inc.	\$75,000
Warsaw Housing Authority	\$27,600

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

**Suggested Motion:** I move that the City of Goshen approve the agreements with Center for Business Excellence, Inc., Chamber of Commerce of Goshen IN, Inc., Downtown Goshen Inc., Goshen Historical Society, Inc. Goshen Theater, Inc., and Warsaw Housing Authority to support the projects outlined in their submitted applications and authorize Mayor Stutsman to execute accordingly.

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

With Center for Business Excellence to Provide  
Economic Development and Operational Efficiency

This Community Service Partnership Agreement (“Agreement”), entered into by and between the City of Goshen, Indiana (“the City”) and Center for Business Excellence (the “Partner”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Funds Award.

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Ten Thousand Dollars (\$10,000), to the Partner for eligible costs of the services or program described in Partner’s Community Services Partnership Application, a copy of which is attached hereto and made a part hereof (the “Project”).

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

2. Representations and Warranties of the Partner.

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

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

3. Implementation of and Reporting on the Project.

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



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

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2023, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety, and shall remain in effect through completion of the Project, or December 31, 2023, whichever is later.

5. Funding.

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

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

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

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

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

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

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

C. that Partner is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in

this Agreement and are fully and accurately reflected in Project reports submitted to the City.

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

9. Compliance with Laws.

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

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

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

D. As required by I.C. § 5-22-3-7:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Contracting with Relatives.

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

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

A. Notices to the City shall be sent to:

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

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

Center for Business Excellence  
Attn: Merritt Dilts  
418 S. Main Street  
Elkhart, IN 46515  
mdilts@elkhart.org

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

17. Termination for Breach.

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

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

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

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

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

CITY:

CITY OF GOSHEN, INDIANA

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

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

PARTNER:

CENTER FOR BUSINESS EXCELLENCE

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

Name: \_\_\_\_\_

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

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



**Community Service Partnership Application  
Program Year 2023**

(Attach additional sheets if space provided is not adequate.)

Applications available: Monday, November 7, 2022.

**Applications due: Monday, November 28, 2022.**

Application submittal: Please submit one signed original, with attachments. No copies required. Submittal may be made via email.

Applications due to: Denise Blenner 202 S. Fifth, Goshen, IN 46528; [mayor@goshencity.com](mailto:mayor@goshencity.com)  
Call 533-9322 with questions.

*Summary of Community Service Partnership Priorities*

Each activity must meet one of the following priorities:

1. Address a goal that has been identified in the Goshen Comprehensive Plan:  
<https://goshenindiana.org/planning-zoning>
2. Address a goal that has been identified in the CDBG Five Year Consolidated Plan:  
[https://goshenindiana.org/media/uploads/0/8255\\_2020-2024-Consolidated-Plan\\_2020-AAP\\_Final.pdf](https://goshenindiana.org/media/uploads/0/8255_2020-2024-Consolidated-Plan_2020-AAP_Final.pdf)
3. Meet an urgent community development need.

Community Services Partnership funds for program year 2023 may not become available until sometime after July 1, 2023. If an award is made, program expenses may be incurred starting January 1, 2023, but no claims will be paid until grant agreements are approved by the Board of Public Works and signed.

Organization: Center for Business Excellence  
Organization Address: 418 S. Main Street, Elkhart IN 46515  
Mailing Address: 418 S. Main Street, Elkhart IN 46515  
Contact Person: Merritt Dilts  
Phone Number: 574/293-3209 x121  
Email address: mdilts@elkhart.org

Project Title: Economic Development, Team Building, Operational Efficiencies  
Community Service award requested: \$ 10,000  
Expected number of individuals to benefit from this project: 250+

1. Briefly describe the proposed project. Include the need or problem to be addressed, the population (or area) to be served, a description of the work, including who will carry it out, and the proposed schedule of work, including the proposed timing of requests for Community Service funds.

<p>1. Identifying, prioritizing and addressing top issues impacting the City's Economic Development Strategy.</p> <p>2. Working with Business and Not For Profit organizations across the city on Continuous Improvement, Lean and Leadership Training and Team Building</p> <p>3. Working with City Staff on improving efficiencies on the delivery of services</p> <p>4. Team building with City Staff utilizing their DiSC Workplace Profiles assessments and additional DiSC tools and training</p> <p>These efforts will be conducted throughout the year and will encompass areas and people throughout the city and county.</p>
--

2. Complete the line item budget for the proposed project and provide details on how reimbursed costs will be calculated.

Item Description	Total Amount	Community Service Funds	Other Funds
a.			
b.			
c.			
d.			
e.			
f.			
<b>TOTALS</b>			

3. List the source and amount of other sources of funding, including matching funds and in-kind contributions, expected to be used to support this project. For in-kind contributions, such as volunteer labor, please include the number of hours and dollar value (\$10 per hour) of the volunteer hours.

<p>No additional funding will be used for these specific efforts.</p>
---

4. Describe how the project will meet one or more of the objectives identified in the Goshen Comprehensive Plan, CDBG Consolidated Plan or meet an urgent community development need.

E-1: Work to diversify the local economy - workforce.  
Help new or existing small and medium sized business compete more effectively through LEAN/Continuous Improvement (CI) training and tools, leadership development and team building. Also help them benchmark other regional organizations that are further along in the continuous improvement efforts through the Michiana Lean Network.

E-2: Support the development and recruitment of a skilled and competitive workforce.  
Use Everything DiSC tools, Leadership development, LEAN/Six Sigma training and team building skills to provide develop local workforces and local leadership teams to improve their competence and competitiveness.

E-6: Encourage business practices that have positive social impacts on the community.  
Integrate training and best practice sharing between government leadership, small and medium sized businesses and not for profits to build common expertise and common ground across organizations making up the broader community. This will be done through merged training classes and providing continual awareness of each's goals.

5. What are the measurable goals and timeline for this project or program? How will you define and measure success?

Measureable goals will include the completion of specific classes, assessments and projects as well as Michiana Lean network events scheduled throughout the year for and with Goshen organizations.

6. Please describe the population who will benefit from this project or program. Include demographic information in this description (age, income, ethnicity, race, etc.)

**Organizational Characteristics**

IRS nonprofit status 501(c)(3)

Years in operation 31 years

Number of full-time paid staff 1

Number of part-time paid staff 3

Number of volunteer staff 0

Number of Board members 5



Briefly describe the organization's structure, mission statement and services provided.

The Center for Business Excellence (CBE) is a nonprofit organization that serves regional business and non-profit organizations as well as city and county government through training and consulting in the areas of Leadership development, continuous improvements (LEAN/Six Sigma), team building, problem solving, employee development and retention and business consulting.

CBE's mission is to help regional organizations and government leadership build upon their existing strengths to provide greater value and impact to their customers, clients and constituents in order make the region stronger, more positive and more competitive at all levels.

Please attach copies of the following documents to the original application. If any of the requested documents are not available, please attach an explanation. If you have previously submitted the requested documents, and there have been no changes, new copies are not required, but please indicate which documents have been previously submitted.

- a. Most recent Annual Report and Audit
- b. Current fiscal year budget
- c. Current list of Board of Directors

**Certification Of Authorization To Submit This Application**

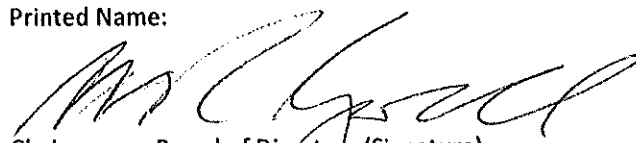
I (We) certify to the City of Goshen that the Board of Directors of the organization identified on page 1 of this application authorized the submission of this application.

  
Agency Director (Signature)

**Merritt Dilts**

Printed Name:

Date: **11.28.22**

  
Chairperson, Board of Directors (Signature)

**Mark Bagwell**

Printed Name:

Date: **11.28.22**



## 2022 Annual Budget - Executive Overview

<u>Ordinary Income/Expense</u>	<u>2022 Bgt</u>
<b>Income</b>	
4310 Program Revenue	\$41,000
4700 Grants	\$52,000
4750 Other Funds Received	\$24,500
<b>Total Income</b>	<u>\$117,500</u>
<b>Expenses</b>	
5000 - 5160 Payroll, Retirement, Insurance, Office Equipment	\$95,200
5200 - 5300 Professional Fees, Contract and Program Exp	\$6,500
5630 - 5990 Rent, Dues, Mileage, GECC Support	\$15,000
<b>Total Expense</b>	<u>\$116,700</u>
<b>Net Income</b>	<u>\$800</u>

Note: Income and Expenses for the Gateway Mile Loan Fund are managed and tracked separately.

### 2022 Board Members of the Center for Business Excellence:

- Mark Bagwell, The Horton Group
- Steve Eller, Beacon Health System
- John Katalinich, INOVA
- Kym Baker, Ruoff Home Mortgage
- Greg Brown, Lions Head
- Levon Johnson, Elkhart Chamber

**CENTER FOR BUSINESS EXCELLENCE, INC.**



**FINANCIAL STATEMENTS DECEMBER 31, 2019**



**CENTER FOR BUSINESS EXCELLENCE, INC.**

**Elkhart, Indiana**

**DECEMBER 31, 2019**

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## INDEPENDENT ACCOUNTANTS' REVIEW REPORT

Board of Directors  
**CENTER FOR BUSINESS EXCELLENCE, INC.**  
Elkhart, Indiana

We have reviewed the accompanying financial statements of **CENTER FOR BUSINESS EXCELLENCE, INC.** (a nonprofit organization), which comprise the statement of assets, liabilities, and net assets – modified cash basis as of December 31, 2019, and the related statements of revenues, expenses, and other changes in net assets – modified cash basis, cash flows – modified cash basis, and functional expenses – modified cash basis for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting; this includes determining that the modified cash basis of accounting is an acceptable basis for the preparation of financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

### **Accountant's Responsibility**

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with the modified cash basis of accounting. We believe that the results of our procedures provide a reasonable basis for our conclusion.

### **Accountant's Conclusion**

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with the modified cash basis of accounting.

**Basis of Accounting**

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared in accordance with the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our conclusion is not modified with respect to this matter.

*Cornerstone CPA Group, LLP*

CORNERSTONE CPA GROUP, LLP

Certified Public Accountants

Elkhart, Indiana

July 17, 2020



**CENTER FOR BUSINESS EXCELLENCE, INC.**  
**STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS - MODIFIED CASH BASIS**  
**December 31, 2019**

**ASSETS**

**CURRENT ASSETS**

Cash and Cash Equivalents	\$ 157,090
Total Current Assets	<u>157,090</u>

**EQUIPMENT**

Office Equipment and Furniture	6,562
Less Accumulated Depreciation	<u>(5,608)</u>
Net Equipment	<u>954</u>

**GATEWAY MILE LOAN FUND ASSETS**

Cash and Cash Equivalents	21,002
Loans Receivable - Current Portion	67,938
Certificate of Deposit	950,000
Loans Receivable - Net of Current Portion	<u>867,358</u>
Total Gateway Mile Loan Fund Assets	<u>1,906,298</u>

<b>TOTAL ASSETS</b>	<b><u>\$ 2,064,342</u></b>
---------------------	----------------------------

**LIABILITIES AND NET ASSETS**

**GATEWAY MILE LOAN FUND LIABILITIES**

Interest Payable	\$ 56,298
Notes Payable - Financial Institutions	<u>1,850,000</u>
Total Gateway Mile Loan Fund Liabilities	<u>1,906,298</u>

**NET ASSETS**

Without Donor Restrictions	158,044
With Donor Restrictions	<u>                    </u>
Total Net Assets	<u>158,044</u>

<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 2,064,342</u></b>
---	----------------------------

The accompanying notes are an integral part of these financial statements.  
(See Independent Accountants' Review Report)

**CENTER FOR BUSINESS EXCELLENCE, INC.**  
**STATEMENT OF REVENUES, EXPENSES, AND OTHER CHANGES IN**  
**NET ASSETS - MODIFIED CASH BASIS**  
**For the Year Ended December 31, 2019**

	Without Donor Restrictions	With Donor Restrictions	Combined Total	% to Revenue
<b>SUPPORT AND REVENUE</b>				
Program Revenue	\$ 101,305		\$ 101,305	74.99 %
Grants/Contracts		20,000	20,000	14.80
Contributions	<u>13,800</u>		<u>13,800</u>	<u>10.21</u>
Subtotal	115,105	20,000	135,105	100.00
Net Assets Released From Restriction	<u>20,000</u>	<u>(20,000)</u>		
Total Support and Revenue	<u>135,105</u>		<u>135,105</u>	<u>100.00</u>
<b>EXPENSES</b>				
Program Services	138,570		138,570	102.56
Management and General	<u>28,782</u>		<u>28,782</u>	<u>21.30</u>
Total Expenses	<u>167,352</u>		<u>167,352</u>	<u>123.86</u>
<b>CHANGE IN NET ASSETS</b>	(32,247)		(32,247)	<u>(23.86) %</u>
<b>NET ASSETS - Beginning of Year</b>	<u>190,291</u>		<u>190,291</u>	
<b>NET ASSETS - End of Year</b>	<u>\$ 158,044</u>	<u>\$</u>	<u>\$ 158,044</u>	

The accompanying notes are an integral part of these financial statements.  
(See Independent Accountants' Review Report)

**CENTER FOR BUSINESS EXCELLENCE, INC.**  
**STATEMENT OF FUNCTIONAL EXPENSES - MODIFIED CASH BASIS**  
**For the Year Ended December 31, 2019**

	Program Services	Management & General	Combined Total	% to Revenue
<b>EXPENSES</b>				
Salaries & Wages	\$ 93,683	\$ 15,251	\$ 108,934	80.63 %
Payroll Taxes	6,872	1,119	7,991	5.91
Retirement	4,645		4,645	3.44
Group Insurance	7,733	1,259	8,992	6.66
Contract Labor	7,170		7,170	5.31
Training & Seminars	3,922		3,922	2.90
Office Supplies		127	127	0.09
Postage		51	51	0.04
Printing	388	43	431	0.32
Computer Expense		174	174	0.13
General Insurance		736	736	0.54
Telephone	769	40	809	0.60
Rent	6,540		6,540	4.84
Dues & Subscriptions	474	158	632	0.47
Professional Fees		1,021	1,021	0.76
Travel & Lodging	3,079	162	3,241	2.40
Meals & Entertainment	2,365		2,365	1.75
Equipment Repairs		1,503	1,503	1.11
Depreciation		314	314	0.23
Miscellaneous	930	6,824	7,754	5.74
Total Expenses	<u>\$ 138,570</u>	<u>\$ 28,782</u>	<u>\$ 167,352</u>	<u>123.87 %</u>

The accompanying notes are an integral part of these financial statements.  
(See Independent Accountants' Review Report)

**CENTER FOR BUSINESS EXCELLENCE, INC.**  
**STATEMENT OF CASH FLOWS - MODIFIED CASH BASIS**  
**For the Year Ended December 31, 2019**

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Change in Net Assets	\$ (32,247)
Adjustment to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:	
Depreciation	<u>314</u>
<b>Net Cash (Used) by Operating Activities</b>	<u>(31,933)</u>
 <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Change in Capital Assets	1,150
Capital Expenditures	<u>(1,113)</u>
<b>Net Cash Provided by Investing Activities</b>	<u>37</u>
 <b>NET CHANGE IN CASH &amp; CASH EQUIVALENTS</b>	 (31,896)
 <b>CASH AND CASH EQUIVALENTS - Beginning of Year</b>	 <u>188,986</u>
 <b>CASH AND CASH EQUIVALENTS - End of Year</b>	 <u>\$ 157,090</u>

The accompanying notes are an integral part of these financial statements.  
(See Independent Accountants' Review Report)

**CENTER FOR BUSINESS EXCELLENCE, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**December 31, 2019**

**NOTE 1 – NATURE OF ORGANIZATION & SIGNIFICANT ACCOUNTING POLICIES**

**Nature of the Organization** – The Organization’s goal is to help businesses, not-for-profit organizations and local government improve their processes, their teamwork and their leadership skills while removing wasteful practices, making them even more successful, efficient and impactful to those they serve. This is accomplished through Continuous Improvement/Lean/Six Sigma skills and tools training, leadership coaching, team building and hands on exercises specifically customized to their teams and missions. The Organization provides direct assistance and information to both emerging and established companies in Elkhart, St. Joseph, Marshall, Lagrange, and Kosciusko counties.

**Modified Cash Basis of Accounting** – The financial statements of the Organization are prepared on a modified basis of cash receipts and disbursements, which is a basis of accounting other than generally accepted accounting principles (GAAP). This basis of presentation differs from accounting principles generally accepted in the United States of America in that revenues are recognized when received rather than when earned and expenses are recognized when paid rather than when the obligation is incurred. However, similar to financial statements prepared in accordance with GAAP, these financial statements reflect the capitalized cost of property and equipment and related depreciation. The accompanying financial statements are not intended to present the financial position and results of operations in conformity with accounting principles generally accepted in the United State of America.

**Cash and Cash Equivalents** – For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

**Gateway Mile Loan Fund** – The Gateway Mile Loan Fund (GMLF) was set up to help develop the central business district of Downtown Elkhart by offering loans to eligible small businesses. Loans are given for use in new construction, business expansion, new equipment, and building rehabilitation. The Organization handles some of the administrative duties of the GMLF and also holds the assets and liabilities on their balance sheet. Loan decisions are not managed by the Organization, and it does not have use of the funds. The GMLF Assets include loans receivable, checking account deposits, and certificates of deposit, and the GMLF Liabilities include interest payable and capital contributed by various financial institutions. The net effect on the balance sheet is \$0 as all of the assets are owned by and owed to the financial institutions that contributed the capital to the GMLF.

**Equipment, and Depreciation** –Equipment is recorded at cost or if acquired by gift, at estimated fair value at date of acquisition. Major additions and improvements are capitalized while maintenance and repairs are expensed as incurred. All Equipment disposed of is removed from the account and any resulting gain or loss is reflected in income.

Depreciation expense for the year ended December 31, 2019 was \$314. Depreciation is computed on the straight-line method applied over the estimated useful lives of the assets generally as follows:

Equipment	5 Years
-----------	---------

**Net Assets Without Donor Restrictions** – Net assets without donor restrictions are available for use at the discretion of the Board of Trustees (the Board) and/or management for general operating purposes. From time to time the Board designates a portion of these net assets for specific purposes which makes them unavailable for use at management’s discretion. There were no Board designated net assets as of December 31, 2019.

(See Independent Accountants’ Review Report)

**CENTER FOR BUSINESS EXCELLENCE, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**December 31, 2019**

**Net Assets With Donor Restrictions** – Net assets with donor restrictions consist of assets whose use is limited by donor-imposed, time and/or purpose restrictions.

The Organization reports gifts or grants of cash and other assets as revenue with donor restrictions if they are received with donor or grantor stipulations that limit the use of the assets. When a donor or grantor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, the net assets are reclassified as net assets without donor restriction and reported in the statement of activities as net assets released from restrictions.

**Income Taxes** – The Organization is incorporated as a not-for-profit organization under the laws of the State of Indiana, and is exempt from federal and state income taxes pursuant to provisions of Section 501(c)(3) of the Internal Revenue Code.

On January 1, 2009, the Organization adopted ASC 740-10, Accounting for Uncertainty in Income Taxes, issued by the Financial Accounting Standards Board, which prescribed a comprehensive model for how an organization should measure, recognize, present, and disclose in its financial statements uncertain tax positions that an organization has taken on a tax return. There was no impact to the Organization's financial statements as a result of the implementation of ASC 740-10.

The Organization files IRS Form 990 annually with the Federal Government. The past three calendar year-end tax returns are still open to examination by taxing authorities, though there are no known years under examination.

**Functional Allocation of Expenses** – The costs of program and supporting services activities have been summarized on a functional basis in the statement of revenues, expenses, and other changes in net assets – modified cash basis. The statement of functional expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses directly attributable to a specific functional area are reported as expenses of those functional areas. A portion of General and Administrative costs that benefit multiple functional areas (indirect costs) have been allocated across Programs and Other Supporting Services based on management's best estimates.

**Use of Estimates** – The preparation of financial statements requires management to make estimates and assumptions that affect certain reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

**Date of Management's Review**– The Organization has evaluated subsequent events for potential recognition and/or disclosure through July 17, 2020, the date the financial statements were available to be issued.

**CENTER FOR BUSINESS EXCELLENCE, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**December 31, 2019**

**NOTE 2 – RELATED PARTY TRANSACTIONS**

The Board of Directors of Center for Business Excellence, Inc. (CBE) consists of the Executive Board of Directors of the Greater Elkhart Chamber of Commerce, Inc. (GECC). GECC administers the programs of CBE. CBE reimburses GECC for employment costs and other office expenses to provide these services. CBE also pays rent for use of the GECC facilities. Rent paid in 2019 was \$6,540. Employment costs of \$130,569 and office expenses of \$1,419 were incurred by CBE in 2019. GECC contributed \$13,800 toward these costs.

**NOTE 4 – SUBSEQUENT EVENTS**

As a result of the COVID-19 outbreak in March 2020, the Organization's result of operations, financial position, and cash flows will likely be negatively impacted, but the severity of the impact cannot be estimated at this time. Because of the significant uncertainties surrounding COVID-19, which are still evolving, the extent of the disruption, including the duration and related financial impact on the remainder of 2020, cannot be reasonably estimated at this time.

**COMMUNITY SERVICE  
PARTNERSHIP AGREEMENT**

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

This Community Service Partnership Agreement (“Agreement”), entered into by and between the City of Goshen, Indiana (“the City”) and Chamber of Commerce of Goshen, Indiana, Inc. (the “Partner”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Funds Award.

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Fifty Thousand Dollars (\$50,000), to the Partner for eligible costs of the services or program described in Partner’s Community Services Partnership Application, a copy of which is attached hereto and made a part hereof (the “Project”).

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

2. Representations and Warranties of the Partner.

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

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

3. Implementation of and Reporting on the Project.

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



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

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2023, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety, and shall remain in effect through completion of the Project, or December 31, 2023, whichever is later.

5. Funding.

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

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

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

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

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

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

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

C. that Partner is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in

this Agreement and are fully and accurately reflected in Project reports submitted to the City.

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

9. Compliance with Laws.

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

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

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

D. As required by I.C. § 5-22-3-7:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Contracting with Relatives.

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

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

A. Notices to the City shall be sent to:

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

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

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

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

17. Termination for Breach.

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

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

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

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

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

CITY:

CITY OF GOSHEN, INDIANA

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

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

PARTNER:

CHAMBER OF COMMERCE OF GOSHEN,  
INDIANA, INC.

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

Name: \_\_\_\_\_

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

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



**Community Service Partnership Application  
Program Year 2023**

(Attach additional sheets if space provided is not adequate.)

Applications available: Monday, November 7, 2022.

Applications due: Monday, November 28, 2022.

Application submittal: Please submit one signed original, with attachments. No copies required. Submittal may be made via email.

Applications due to: Denise Blenner 202 S. Fifth, Goshen, IN 46528; [mayor@goshencity.com](mailto:mayor@goshencity.com)

Call 533-9322 with questions.

*Summary of Community Service Partnership Priorities*

Each activity must meet one of the following priorities:

1. Address a goal that has been identified in the Goshen Comprehensive Plan:  
<https://goshenindiana.org/planning-zoning>
2. Address a goal that has been identified in the CDBG Five Year Consolidated Plan:  
[https://goshenindiana.org/media/uploads/0/8255\\_2020-2024-Consolidated-Plan\\_2020-AAP\\_Final.pdf](https://goshenindiana.org/media/uploads/0/8255_2020-2024-Consolidated-Plan_2020-AAP_Final.pdf)
3. Meet an urgent community development need.

Community Services Partnership funds for program year 2023 may not become available until sometime after July 1, 2023. If an award is made, program expenses may be incurred starting January 1, 2023, but no claims will be paid until grant agreements are approved by the Board of Public Works and signed.

Organization: Goshen Chamber of Commerce

Organization Address: 232 S. Main Street, Goshen IN 46526

Mailing Address: \_\_\_\_\_

Contact Person: Nick Kieffer

Phone Number: 574-533-2102

Email address: nkieffer@goshen.org

Project Title: Economic Development & Tourism Grant

Community Service award requested: \$ 50,000.00

Expected number of individuals to benefit from this project: Community & Beyond

1. Briefly describe the proposed project. Include the need or problem to be addressed, the population (or area) to be served, a description of the work, including who will carry it out, and the proposed schedule of work, including the proposed timing of requests for Community Service funds.

The City of Goshen and the Goshen Chamber of Commerce have had a long-standing relationship regarding efforts in Economic Development and Tourism for the City of Goshen. The Goshen Chamber devotes resources to the dissemination of information concerning the industrial, commercial, governmental, educational, and recreational advantages of Goshen to prospective businesses and developers and to the recruitment and expansion of the commerce and industry in Goshen. We work together with the City of Goshen to develop and promote a balanced economy and pursuing economic growth downtown and throughout Goshen, consistent with the City of Goshen and the comprehensive plan. The Goshen Chamber continues to provide support to the downtown business community, consistent with past reports and plans, devoting staff time in many areas for downtown vitality. The Goshen Chamber works on these issues on an ongoing daily basis and responds to the needs of the business community at a rapid pace. Promoting and attracting tourism is another part of the economic development puzzle. The Goshen Chamber provides resources and staff time devoted to promoting Goshen to residents throughout Indiana and beyond. The dollars requested are matched by the Goshen Chamber of Commerce, which is funded by the Goshen business community, to continue the growth and prosperity of not only Goshen, but the business community as well.

2. Complete the line item budget for the proposed project and provide details on how reimbursed costs will be calculated.

Item Description	Total Amount	Community Service Funds	Other Funds
a.	40,000	25,000	15,000
b.	25,000	15,000	10,000
c.	15,000	10,000	5,000
d.	2,500	0	2,500
e.			
f.			
<b>TOTALS</b>	<b>82,500</b>	<b>50,000</b>	<b>32,500</b>

3. List the source and amount of other sources of funding, including matching funds and in-kind contributions, expected to be used to support this project. For in-kind contributions, such as volunteer labor, please include the number of hours and dollar value (\$10 per hour) of the volunteer hours.

The schedule in question #2 (above) is a rough estimate on how the funds would be matched and spent. This is a very fluid process each year, with many variables changing often. The Goshen Chamber of Commerce generates revenue from the business community to fund these efforts each year. The Goshen Chamber is represented by over 450 area businesses and organizations that either reside in Goshen or service the Goshen Area. The Goshen Chamber 's mission statement is " To Champion Our Community ' s Business Future " . Having a strong Chamber of Commerce, a strong City of Goshen, and a strong educational system in Goshen is essential to accomplishing our organization ' s mission. The Goshen Chamber of Commerce currently has a staff of three employees, two Full Time, one Part Time, and relies heavily on a volunteer Board of Directors, Chamber Ambassadors, and Business community members to carry out our program of work.

4. Describe how the project will meet one or more of the objectives identified in the Goshen Comprehensive Plan, CDBG Consolidated Plan or meet an urgent community development need.

The City of Goshen and the Goshen Chamber of Commerce have long worked together on the City ' s Comprehensive Plan. There are many overlapping areas in which the City of Goshen and the Chamber of Commerce work to meet goals and objectives laid out in the plan. Several of the Initiatives in the plan state " working with the Chamber " , and the Goshen Chamber sincerely appreciates the City ' s willingness to work with the business community on these topics. Some of the objective related to the plan are: Housing Development, Beautify Goshen Week, Economic Development, Travel and Tourism, and Downtown Development. The parts of the plan that this grant directly addresses is E1-1, E1-3, E3-1, E3-2, E3-3, E3-4, E3-5, E3-6, E3-7, E6-3, E8-2, E8-3. The Goshen Chamber is proud of the many years of collaboration with the City of Goshen in these areas and which to continue to partner with the City to make Goshen at truly Uncommonly Great place to be.

5. What are the measurable goals and timeline for this project or program? How will you define and measure success?

This work on these areas is worked on every day through the calendar year. Materials are produced and distributed, meetings are organized and executed, programs are developed and implemented at various times to meet the goals stated in the comprehensive plan. Economic Development can be allusive at times to pinpoint measurements, but the continued success of the occupancy downtown, continued interest and development in industrial commercial, residential building projects, increased awareness of tourism campaigns, hotel occupancy rates are all areas we monitor and keep tract of regarding Economic Development and Tourism. The Goshen Chamber of Commerce has the ability to rapidly respond to the needs of the areas, and adapt and adjust programming/information to meet these every changing needs.

6. Please describe the population who will benefit from this project or program. Include demographic information in this description (age, income, ethnicity, race, etc.)

**Organizational Characteristics**

IRS nonprofit status 35-0907750  
 Years in operation 1954 to Present (68 Years)  
 Number of full-time paid staff 2  
 Number of part-time paid staff 1  
 Number of volunteer staff 100-150 per Year (or More)  
 Number of Board members 15



Briefly describe the organization's structure, mission statement and services provided.

The Goshen Chamber is a nonprofit business association made up of businesses in and service the Goshen Area. We are governed by a volunteer Board of Directors, made up of the membership. The Chamber of Commerce is lead by a president and CEO, which reports directly to the Board of Directors. The Goshen Chamber has staff and volunteers to help carry out the functions and duties needed to fulfill our mission.

Mission Statement  
" To Champion Our Community ' a Business Future "

Vision Statement  
The Goshen Chamber will be a strong organization by adding value to all businesses through a strong partnership with Education and Government Leaders. Creating a business environment that will result in an inclusive community where businesses thrive, and people want to live.

Values Statement  
The Goshen Chamber of Commerce believes that stronger communities are built through diverse and thriving businesses. This is accomplished through supporting all businesses by advocating, connecting, developing, and keeping businesses informed. Our work is guided by the following core values.

Integrity  
Respect  
Collaboration  
Valuing All Businesses  
Results Driven

Please attach copies of the following documents to the original application. If any of the requested documents are not available, please attach an explanation. If you have previously submitted the requested documents, and there have been no changes, new copies are not required, but please indicate which documents have been previously submitted.

- a. Most recent Annual Report and Audit
- b. Current fiscal year budget
- c. Current list of Board of Directors

**Certification Of Authorization To Submit This Application**

I (We) certify to the City of Goshen that the Board of Directors of the organization identified on page 1 of this application authorized the submission of this application.

Agency Director (Signature)

NICK KIEFFER  
Printed Name:

Date: 11/7/2022

Chairperson, Board of Directors (Signature)

Julia Fiskor  
Printed Name:

Date: 11/15/2022

**#6**

**These projects are aimed to serve the entire Goshen community. All residents of Goshen benefit from a strong economic development plan. The Goshen Chamber is proud to partner with the City of Goshen to work on behalf of all the residents of Goshen.**

**Goshen Chamber of Commerce  
2022 Approved Income Budget**

	2019 Actual	2020 Actual	2021 Actual	2022 Budget
<b>I. DUES</b>				
Renewed Members	181,165	165,812	163,252	165,000
Membership Assistance Program	0	1,220	0	0
Gold Memberships	5,140	4,669	4,654	5,000
Platinum Memberships	21,658	17,500	20,000	20,000
Diamond Memberships	21,801	21,786	30,635	25,000
New Memberships	8,210	10,947	10,255	12,000
New Member Enrollment Fee	630	450	120	500
	<b>238,604</b>	<b>222,384</b>	<b>228,916</b>	<b>227,500</b>
<b>II. OUTINGS</b>				
Bowling	8,520	7,850	2,700	7,000
Fall Golf & Tennis	45,035	40,368	44,130	45,000
	<b>53,555</b>	<b>48,218</b>	<b>46,830</b>	<b>52,000</b>
<b>III. PROGRAMS &amp; EVENTS</b>				
Ambassadors	2,940	2,600	900	2,000
Annual Meeting	22,875	13,590	23,490	20,000
Breakfast Series	6,205	4,225	2,750	4,000
Chamber University & Seminars	80	0	0	2,000
Founders Day	23,555	8,190	400	15,000
HR Group	860	50	0	0
Leadership Goshen	0	14,250	15,750	15,000
Sound of Economy	950	100	0	1,000
YP Group	2,000	0	0	1,000
Sound of Goshen	0	0	4,875	6,000
Women in Business Network	1,400	0	0	1,000
	<b>60,865</b>	<b>43,005</b>	<b>48,165</b>	<b>67,000</b>
<b>IV. RENTAL INCOME</b>				
Tenant Leases + LaunchPad	9,560	1,200	10,350	10,000
Room Rental	775	160	220	1,000
	<b>10,335</b>	<b>1,360</b>	<b>10,570</b>	<b>11,000</b>
<b>V. PUBLIC RELATIONS/PUBLICATIONS</b>				
Business Directory	4,449	3,500	3,575	3,500

**Goshen Chamber of Commerce  
2022 Approved Income Budget**

	City Map/Image Book	0	0	0	0	0
		4,449	3,500	3,575		3500
<b>VI.</b>	<b>SPECIAL PROJECTS</b>					
	Economic Development	45,000	45,000	45,000	45,000	45,000
	Pitch Night Income	0	0	0	0	25,000
	Special Projects	0	0	950	0	0
	4-H Auction	6,325	0	6,675	5,000	5,000
		51,325	45,000	52,625	75,000	75,000
<b>VII.</b>	<b>TOURISM DIVISION</b>					
	Tourism Brochure	3,309	3,473	3,000	4,000	4,000
	CVB Advtorial Grant	2,950	2,950	0	2,950	2,950
	Other Tourism Income	1,243	1,364	-100	1,000	1,000
		7,502	7,787	2,900	7,950	7,950
<b>VIII.</b>	<b>RETAIL DIVISION</b>					
	Gift Certificates-Unredeemed	765	34,369	2,125	500	500
		765	34,369	2,125	500	500
<b>IX.</b>	<b>MISC. INCOME</b>					
	Auto Lease Reimbursement	2,100	700	0	0	0
	Other Misc. Income	934	8,632	32,826	1,200	1,200
		3,034	9,332	32,826	1,200	1,200
<b>XI.</b>	<b>OTHER INCOME</b>					
	Interest Income	552	522	602	350	350
	<b>TOTAL INCOME</b>	<b>430,986</b>	<b>415,477</b>	<b>429,134 \$</b>	<b>446,000.00</b>	<b>446,000.00</b>

**2022 EXPENSE BUDGET**

Column1	Column2	2019 Actual	2020 Actual	2021 Actual	2022 Budget
<b>i.</b>	<b>PERSONNEL</b>				
	Gross Wages	108,345	151,926	123,759	130,000
	Payroll Taxes	9,729	13,107	10,992	15,000
	Life & Disability Insurance	2,187	3,024	2,491	4,000
	Pension - Company Share	3,227	4,554	3,460	4,500
	HSA - Employer Contribution	3,000	5,300	3,000	5,500
	Pres. Ins./Retirement Stipend	15,600	15,900	15,600	15,600
	Staff Development	4,760	2,668	1,015	4,000
	Travel & Meetings	2,285	1,356	2,301	2,500
	Vehicle Expense	6,550	3,205	280	0
		<b>155,683</b>	<b>201,040</b>	<b>162,898</b>	<b>181,100</b>
<b>ii.</b>	<b>MEMBERSHIP</b>				
	Membership Development	5,536	3,618	3,394	5,000
	Member Assistant Program	0	0	1,170	0
	Membership Dis. Cards & Plaques	2,025	0	0	2,000
	Meals & Entertainment	0	0	0	0
	Chamber Holiday Open House	1,072	0	0	1,500
		<b>8,633</b>	<b>3,618</b>	<b>4,564</b>	<b>8,500</b>
<b>iii.</b>	<b>OUTINGS</b>				
	Bowling	2,522	2,764	0	3,000
	Fall Golf & Tennis	15,466	14,936	17,043	18,000
		<b>17,988</b>	<b>17,700</b>	<b>17,043</b>	<b>21,000</b>
<b>iv.</b>	<b>OPERATIONS</b>				
	Equipment & Building Repairs	7,305	2,568	594	5,000
	Real & Personal Property Tax	20,159	14,852	22,148	21,000
	Building Insurance	7,018	7,336	7,564	6,000
	Utilities	18,562	14,619	16,328	16,000
	Telephone & Internet	3,870	4,170	3,896	4,000
	Office Maintenance	18,577	18,837	23,721	18,000
	Equipment Leases	1,124	1,092	1,092	2,000
	Office Supplies & Small Equipment	3,368	3,766	3,207	4,000
	Postage	1,241	1,119	905	1,200
	Memberships & Subscriptions	5,292	5,280	5,831	5,000
	Insurance (Non-Building)	2,775	2,746	2,750	3,000
	Audit - Professional Fees	5,945	6,190	7,050	6,000
	Other Operations Expense	150	0	0	0
		<b>95,386</b>	<b>82,575</b>	<b>95,086</b>	<b>91,200</b>

**2022 EXPENSE BUDGET**

Column1	Column2	2019 Actual	2020 Actual	2021 Actual	2022 Budget
<b>V.</b>	<b>PROGRAMS &amp; EVENTS</b>				
	Ambassadors Expense	2,579	2,354	804	2000
	Annual Meeting	12,468	3,583	17,115	15000
	Breakfast Series	3,575	1,585	0	3000
	Chamber University & Seminars	220	201	0	2000
	Executive & BOD Meetings	766	149	98	1000
	Founders Day	14,027	4,714	225	10000
	Hispanic/Latino Business Expo	1,000	0	0	1000
	H/R Monthly Meetings	1,011	60	0	0
	Leadership Goshen	0	7,013	8,029	9000
	Public Policy Meetings	116	0	18	0
	Connect @4	175	0	50	200
	Small Business Development Cente	4,081	688	0	5000
	Sound of Economy	83	22	9	500
	Sound of Goshen Podcast	0	0	9,168	4000
	YP Group	1,156	0	38	100
	Women in Business Network	1,169	63	0	100
		<b>42,426</b>	<b>20,432</b>	<b>35,554</b>	<b>52900</b>
<b>VI.</b>	<b>SPECIAL PROJECTS</b>				
	Special Projects	12,732	1,862	3,351	5000
	Stimulus Gift Card Expense 2021	0	0	19,813	0
	Community Marketing Campaign	3,325	0	0	2500
	Downtown Goshen, Inc.	2,500	2,500	5,000	2500
	4-H Auction	5,652	0	3,208	4000
	Pitch Night Expenses	0	0	0	20000
	EDC Investment	2,000	2,000	2,000	2000
	Launch Pad	1,752	494	3,105	2000
	Website Update	0	0	0	5000
		<b>27,961</b>	<b>6,856</b>	<b>36,477</b>	<b>43000</b>
<b>VII.</b>	<b>TOURISM DIVISION</b>				
	Distribution Services	3,815	3,615	3,820	4000
	ECVB Visitors Guide Ad	5,900	5,900	0	5900
	Other Tourism Expense	0	781	0	500
		<b>9,715</b>	<b>10,296</b>	<b>3,820</b>	<b>10400</b>
<b>VIII.</b>	<b>PUBLIC RELATION/PUBLICATION</b>				
	Award & Recognition	439	274	0	1000
	Donations	1,075	1,000	2,550	2000
	Member/Employee Gifts	1,332	1,154	1,896	1000

**2022 EXPENSE BUDGET**

Column1	Column2	2019 Actual	2020 Actual	2021 Actual	2022 Budget
	Marketing/Advertising	24,998	800	844	26000
		27,844	3,228	5,290	30000
<b>IX.</b>	<b>RETAIL DIVISION</b>				
	Downtown Holiday Open House	1,550	700	1,510	2000
	Other Retail Division Expense	0	0	0	0
		1,550	700	1,510	2000
<b>X.</b>	<b>MISCELLANEOUS</b>				
	Interest Expense	4,025	3,764	5,462	4000
	Bank Charges	2,020	2,163	2,135	2400
	Penalties & Interest	0	0	0	0
	Other Miscellaneous Expense	2,129	7,725	65	1000
		8,174	13,652	7,662	7400
	<b>TOTAL EXPENSE</b>	<b>395,360</b>	<b>360,097</b>	<b>369,904</b>	<b>447500</b>
	<b>DEPRECIATION</b>	<b>32,035</b>	<b>19,718</b>	<b>29,546</b>	
	<b>TOTAL EXPENSE WITH DEPREC.</b>	<b>427,395</b>	<b>379,815</b>	<b>399,450</b>	

**Group Membership Roster: 2022 Board of Directors**

<b>Contact</b>	<b>Company Name</b>	<b>Group Role</b>	<b>Notes</b>	<input type="checkbox"/>
<a href="#">Ryan Kring</a>	<a href="#">Ancon Construction</a>	Secretary	email: <a href="mailto:kring@anconconstruction.com">kring@anconconstruction.com</a> phone: (574) 533-9561	<input type="checkbox"/>
<a href="#">Kenneth D. Hochstetler</a>	<a href="#">Everence Financial</a>		email: <a href="mailto:ken.hochstetler@everence.com">ken.hochstetler@everence.com</a> phone: (574) 533-9511	<input type="checkbox"/>
<del><a href="#">Stephanie Smith</a></del>	<del><a href="#">Everence Financial</a></del>		email: <a href="mailto:Stephanie.smith@everence.com">Stephanie.smith@everence.com</a> phone: (574) 533-9515x3206	<input type="checkbox"/>
<a href="#">Jesse Sensenig</a>	<a href="#">Goshen Brewing Company</a>		email: <a href="mailto:Jesse@Goshenbrewing.com">Jesse@Goshenbrewing.com</a>	<input type="checkbox"/>
<a href="#">Mr. Nick Kieffer</a>	<a href="#">Goshen Chamber of Commerce</a>		email: <a href="mailto:nkieffer@goshen.org">nkieffer@goshen.org</a> phone: (574) 533-2102	<input type="checkbox"/>
<del><a href="#">Kathy Sponseller</a></del>	<del><a href="#">Goshen Chamber of Commerce</a></del>		email: <a href="mailto:ksponseller@goshen.org">ksponseller@goshen.org</a> phone: (574) 533-2102	<input type="checkbox"/>
<a href="#">Randy Christophel</a>	<a href="#">Goshen Health</a>		email: <a href="mailto:rchristophel@goshenhealth.com">rchristophel@goshenhealth.com</a> phone: (574) 364-2663	<input type="checkbox"/>
<del><a href="#">Chandra Galloway</a></del>	<del><a href="#">Goshen Health</a></del>		email: <a href="mailto:cgallowa@goshenhealth.com">cgallowa@goshenhealth.com</a> phone: (574) 364-2650	<input type="checkbox"/>
<a href="#">Mr. Rafael Barahona</a>	<a href="#">LIGHTBOX</a>		email: <a href="mailto:rafa@ltx.co">rafa@ltx.co</a>	<input type="checkbox"/>
<a href="#">Toby Crowley</a>	<a href="#">Lippert</a>		email: <a href="mailto:tcrowley@lcll.com">tcrowley@lcll.com</a> phone: (574) 535-1125	<input type="checkbox"/>
<a href="#">Andy Nesbitt</a>	<a href="#">Nuway Construction</a>		email: <a href="mailto:anesbitt@nuwayconstruction.com">anesbitt@nuwayconstruction.com</a> phone: (574) 533-0588	<input type="checkbox"/>
<a href="#">Julia Fisher</a>	<a href="#">Salon J</a>	2022 Board Chair	email: <a href="mailto:saloni.julia@gmail.com">saloni.julia@gmail.com</a> phone: (574) 971-5229	<input type="checkbox"/>
<a href="#">Kate Steury</a>	<a href="#">Shirley's Gourmet Popcorn Company</a>	Treasurer	email: <a href="mailto:kleanman@shirlevspopcorn.com">kleanman@shirlevspopcorn.com</a> phone: (574) 903-6647	<input type="checkbox"/>
<a href="#">Casey Yerger</a>	<a href="#">Viewrail</a>	Past 2021 Board Chair	email: <a href="mailto:casev.yerger@viewrail.com">casev.yerger@viewrail.com</a>	<input type="checkbox"/>
<a href="#">Kari Miller</a>	<a href="#">Trend Clothing Inc.</a>		email: <a href="mailto:skrmiller@gmail.com">skrmiller@gmail.com</a> phone: (574) 971-8757	<input type="checkbox"/>
<a href="#">Kara Armino</a>	<a href="#">Wal-Mart Superstore #1566</a>		email: <a href="mailto:knarmin.s01566.us@wal-mart.com">knarmin.s01566.us@wal-mart.com</a> phone: (574) 875-6601	<input type="checkbox"/>
<a href="#">Jeff Lund</a>	<a href="#">Yoder Ainlay Ulmer &amp; Buckingham, LLP</a>		email: <a href="mailto:jlund@yaub.com">jlund@yaub.com</a> phone: (574) 533-1171	<input type="checkbox"/>
<a href="#">Sharon Welsh</a>	<a href="#">Endeavour Commercial &amp; Construction</a>		email: <a href="mailto:sharonw@endeavour-grp.com">sharonw@endeavour-grp.com</a> phone: (574) 292-6995	<input type="checkbox"/>

**Group Roster Total: 18**



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

**FINANCIAL REPORT**

**December 31, 2021 and 2020**

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## **INDEPENDENT ACCOUNTANT'S REVIEW REPORT**

To the Board of Directors of  
Chamber of Commerce of Goshen, Inc.  
Goshen, IN

We have reviewed the accompanying financial statements of Chamber of Commerce of Goshen, Inc. (a nonprofit organization), which comprise the statements of financial position as of December 31, 2021 and 2020, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

### **Accountant's Responsibility**

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Chamber of Commerce of Goshen, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

### **Accountant's Conclusion**

Based on our review, except for the issue noted in the Known Departure From Accounting Principles Generally Accepted in the United States of America paragraph, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

**Known Departure from Accounting Principles Generally Accepted in the United States of America**

As disclosed in Note 1 to the financial statements, the Chamber of Commerce of Goshen, Inc. is recording certain contributions when they are received. In our opinion, such promises for contributions should be recorded as income in the year the promise to give is made to conform to accounting principles generally accepted in the United States of America. The effects of that departure from accounting principles generally accepted in the United States of America on the financial statements of the Chamber of Commerce of Goshen, Inc. have not been determined.

*Insight Accounting Group, P.C.*

Insight Accounting Group, P.C.

Goshen, IN  
November 11, 2022

**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**STATEMENTS OF FINANCIAL POSITION**  
December 31, 2021 and 2020

	2021	2020
<b>ASSETS</b>		
<b>Current assets</b>		
Cash and cash equivalents	\$ 331,095	\$ 276,455
Accounts receivable	8,229	1,505
Prepaid expenses	1,520	1,520
Total current assets	340,844	279,480
<b>Property and equipment</b>		
Land	19,003	19,003
Building and improvements	810,650	810,650
Equipment and fixtures	72,873	85,950
	902,526	915,603
Less accumulated depreciation	(494,645)	(482,442)
Net property and equipment	407,881	433,161
<b>TOTAL ASSETS</b>	<b>\$ 748,725</b>	<b>\$ 712,641</b>

See independent accountant's review report.  
The accompanying notes to financial statements are an integral part of these statements.

**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**STATEMENTS OF FINANCIAL POSITION**  
December 31, 2021 and 2020

	2021	2020
<b>LIABILITIES AND NET ASSETS</b>		
<b>Current liabilities</b>		
Current portion of long-term debt	\$ 7,834	\$ 6,747
Accounts payable	4,640	3,572
Unearned income	126,287	120,033
Accrued payroll taxes and withholdings	185	126
Accrued property taxes	22,100	22,100
Total current liabilities	161,046	152,578
<b>Long-term liabilities</b>		
Note payable	84,396	88,782
Capital lease	3,077	641
	87,473	89,423
Less current portion of long-term debt	(7,834)	(6,747)
Total long-term liabilities	79,639	82,676
Total liabilities	240,685	235,254
<b>Net assets</b>		
Without donor restrictions	508,040	477,387
Total net assets	508,040	477,387
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 748,725</b>	<b>\$ 712,641</b>

See independent accountant's review report.  
The accompanying notes to financial statements are an integral part of these statements.

**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**STATEMENTS OF ACTIVITIES**  
For the Years Ended December 31, 2021 and 2020

	2021			
	Without Donor Restrictions	With Donor Restrictions	Total	%
<b>Revenue and gains</b>				
Membership dues	\$ 229,881	\$ -	\$ 229,881	53.45
Golf outing	44,130	-	44,130	10.26
Programs and events	50,865	-	50,865	11.83
Rental income	10,570	-	10,570	2.46
Public relations and publications	3,575	-	3,575	0.83
Special projects	52,625	-	52,625	12.24
Tourism division income	2,900	-	2,900	0.67
Retail division income	2,125	-	2,125	0.49
Other income	1,226	-	1,226	0.29
Interest income	602	-	602	0.14
PPP - contribution income	31,600	-	31,600	7.34
Total revenue and gains	<u>430,099</u>	<u>-</u>	<u>430,099</u>	<u>100.00</u>
<b>Expenses</b>				
Program services	299,129	-	299,129	69.55
Supporting services	91,962	-	91,962	21.38
Fundraising expenses	8,355	-	8,355	1.94
Total expenses	<u>399,446</u>	<u>-</u>	<u>399,446</u>	<u>92.87</u>
<b>CHANGE IN NET ASSETS</b>	30,653	-	30,653	<u>7.13</u>
Net assets, beginning of year	<u>477,387</u>	<u>-</u>	<u>477,387</u>	
Net assets, end of year	<u>\$ 508,040</u>	<u>\$ -</u>	<u>\$ 508,040</u>	

See independent accountant's review report.  
The accompanying notes to financial statements are an integral part of these statements.

**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**STATEMENTS OF ACTIVITIES**  
For the Years Ended December 31, 2021 and 2020

	2020			
	Without Donor Restrictions	With Donor Restrictions	Total	%
<b>Revenue and gains</b>				
Membership dues	\$ 229,307	\$ -	\$ 229,307	54.59
Golf outing	41,278	-	41,278	9.82
Programs and events	50,855	-	50,855	12.10
Rental income	1,360	-	1,360	0.32
Public relations and publications	3,500	-	3,500	0.83
Special projects	45,000	-	45,000	10.71
Tourism division income	7,887	-	7,887	1.88
Retail division income	31,142	-	31,142	7.41
Other income	9,332	-	9,332	2.22
Interest income	522	-	522	0.12
Net assets released from restriction	5,439	(5,439)	-	-
Total revenue and gains	<u>425,622</u>	<u>(5,439)</u>	<u>420,183</u>	<u>100.00</u>
<b>Expenses</b>				
Program services	290,870	-	290,870	69.22
Supporting services	103,438	-	103,438	24.62
Fundraising expenses	10,596	-	10,596	2.52
Total expenses	<u>404,904</u>	<u>-</u>	<u>404,904</u>	<u>96.36</u>
<b>CHANGE IN NET ASSETS</b>	20,718	(5,439)	15,279	<u>3.64</u>
Net assets, beginning of year	<u>456,669</u>	<u>5,439</u>	<u>462,108</u>	
Net assets, end of year	<u>\$ 477,387</u>	<u>\$ -</u>	<u>\$ 477,387</u>	

See independent accountant's review report.  
The accompanying notes to financial statements are an integral part of these statements.



**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**STATEMENTS OF FUNCTIONAL EXPENSES**  
For the Years Ended December 31, 2021 and 2020

	2021			Total
	Program Expenses	Supporting Services	Fundraising Expenses	
Personnel	\$ 102,674	\$ 53,108	\$ 4,535	\$ 160,317
Membership	4,561	-	-	4,561
Insurance	6,265	4,049	-	10,314
Property tax	18,346	3,803	-	22,149
Utilities	13,524	2,803	-	16,327
Repairs and maintenance	23,245	4,175	-	27,420
Telephone	3,035	833	29	3,897
Office supplies	453	3,207	452	4,112
Dues and subscriptions	-	5,831	-	5,831
Vehicle expense	280	-	-	280
Professional fees	-	7,050	-	7,050
Equipment lease	-	1,092	-	1,092
Interest	4,524	938	-	5,462
Depreciation	24,473	5,073	-	29,546
Programs	41,381	-	-	41,381
Special projects	11,559	-	-	11,559
Tourism division	3,820	-	-	3,820
Public relations	9,591	-	-	9,591
Retail division	1,510	-	-	1,510
Miscellaneous	2,198	-	-	2,198
Fundraising	-	-	3,339	3,339
Cost of direct benefit to donors	27,690	-	-	27,690
<b>Total</b>	<b>\$ 299,129</b>	<b>\$ 91,962</b>	<b>\$ 8,355</b>	<b>\$ 399,446</b>

See independent accountant's review report.  
The accompanying notes to financial statements are an integral part of these statements.

**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**STATEMENTS OF FUNCTIONAL EXPENSES**  
For the Years Ended December 31, 2021 and 2020

	2020			Total
	Program Expenses	Supporting Services	Fundraising Expenses	
Personnel	\$ 125,299	\$ 65,285	\$ 5,894	\$ 196,478
Membership	3,619	-	-	3,619
Insurance	6,012	3,992	-	10,004
Property tax	18,346	3,803	-	22,149
Utilities	12,109	2,510	-	14,619
Repairs and maintenance	20,295	4,104	-	24,399
Telephone	3,222	912	36	4,170
Office supplies	560	4,116	559	5,235
Dues and subscriptions	-	5,280	-	5,280
Vehicle expense	5,705	-	-	5,705
Professional fees	-	6,190	-	6,190
Equipment lease	-	1,092	-	1,092
Interest	3,146	652	-	3,798
Depreciation	26,542	5,502	-	32,044
Programs	18,179	-	-	18,179
Special projects	4,362	-	-	4,362
Tourism division	10,296	-	-	10,296
Public relations	6,584	-	-	6,584
Retail division	500	-	-	500
Miscellaneous	9,888	-	-	9,888
Fundraising	-	-	4,107	4,107
Cost of direct benefit to donors	16,206	-	-	16,206
<b>Total</b>	<b>\$ 290,870</b>	<b>\$ 103,438</b>	<b>\$ 10,596</b>	<b>\$ 404,904</b>

See independent accountant's review report.  
The accompanying notes to financial statements are an integral part of these statements.

**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**STATEMENTS OF CASH FLOWS**  
For the Years Ended December 31, 2021 and 2020

	<b>2021</b>	<b>2020</b>
<b>Cash flows from operating activities</b>		
Increase in net assets	\$ 30,653	\$ 15,279
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	29,546	32,044
(Increase) decrease in assets		
Accounts receivable	(6,724)	3,060
Prepaid expenses	-	(78)
Increase (decrease) in liabilities		
Accounts payable	1,067	(3,834)
Accrued payroll and related taxes	59	(26)
Accrued property taxes	-	1,900
Unearned income	6,254	(9,930)
Net cash from operating activities	60,855	38,415
<b>Cash flows from investing activities</b>		
Purchases of property and equipment	(1,000)	(41,187)
Net cash from investing activities	(1,000)	(41,187)
<b>Cash flows from financing activities</b>		
Proceeds from the issuance of long-term debt	85,000	-
Principal payments on long-term debt	(90,215)	(5,162)
Net cash from financing activities	(5,215)	(5,162)
Net change in cash and cash equivalents	54,640	(7,934)
Cash and cash equivalents, beginning of the year	276,455	284,389
Cash and cash equivalents, end of the year	\$ 331,095	\$ 276,455
<b>Supplemental disclosure of cash flow information</b>		
Cash paid for interest	\$ 5,462	\$ 3,798
<b>Schedule of noncash investing and financing transactions</b>		
Purchase of capital leased equipment	\$ 3,266	\$ -
Capital lease	(3,266)	-
Cash paid	\$ -	\$ -

See independent accountant's review report.  
The accompanying notes to financial statements are an integral part of these statements.

**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2021 and 2020**

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The following is a summary of the accounting policies adopted by Chamber of Commerce of Goshen, Inc. (“the Organization”) that have a significant effect on the financial statements.

**Nature of the organization**

The Organization was incorporated in February 1954, for the exclusive purpose of advancement of civic, commercial, industrial and agricultural interest and the general welfare of the Goshen, Indiana area.

**Tax status of the organization**

The Organization is a not-for-profit organization as defined under Section 501(c)(6) of the Internal Revenue Code as an entity other than a private foundation and as such is exempt from income taxes and exempt from the Indiana gross receipts tax for membership dues and contributions received. Indiana gross receipts tax expense for 2021 and 2020 was \$0.

**Basis of accounting**

With the exception of the promises to give not being recorded when they are pledged, the financial statements of the Organization have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The Organization recognizes revenue in accordance with ASU No. 2014-09 (refer to Note 2) and accordingly reflect all significant receivables (except those related to promises to give), payables, and other liabilities.

**Basis of presentation**

The Organization’s financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America, which require the net assets be classified in two categories, based on the existence or absence of donor-imposed restrictions. Descriptions of the two net asset categories and the types of transactions affecting each category follow:

*Without Donor Restriction* – Net assets without donor restrictions typically consist of membership dues and other income that is not subject to donor-imposed restrictions. Also included in this category of net assets are funds designated by the board of directors for specific purposes, and previously restricted gifts whose donor-imposed restrictions were met during the calendar year.

*With Donor Restrictions* – Net assets with donor-imposed restrictions that will be met either by actions of the Organization or the passage of time, or net assets to be maintained permanently by the Organization. Items affecting this category of net assets include giving towards special projects and events that do not occur in the year of the gift.

**Cash equivalents**

For purposes of the statement of cash flows, the Organization considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

**Accounts receivable**

All of the accounts receivable are considered collectible. Accordingly, no allowance for doubtful accounts is required. Balances that are still outstanding after management has used reasonable collection efforts are charged to operations.

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See independent accountant’s review report.

**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2021 and 2020**

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Promises to give**

The Organization does not record promises to give as contributions until the money is actually received. Accounting principles generally accepted in the United States of America require that unconditional promises to give be recorded as income when the promise is made. The effects of this departure from accounting principles generally accepted in the United States of America on the financial statements of the Organization have not been determined.

**Property, equipment, and depreciation**

Land, buildings and equipment are stated at cost or, in the case of donated fixed assets, at fair value at date of donation. The Organization capitalizes acquisitions of property in excess of \$500, while maintenance and repairs are expensed as incurred. The cost of assets retired or otherwise disposed of and the related accumulated depreciation are removed from the related accounts in the year of disposal with any resulting gain or loss reflected in change in net assets. Buildings and equipment are depreciated on a straight-line basis over the estimated useful lives of the assets. Depreciation expense was \$29,546 and \$32,044 for the years ended December 31, 2021 and 2020, respectively.

**Donated materials and services**

Donated materials are recorded as contributions in the accompanying statements at fair market value at date of receipt.

No amounts have been reflected in the financial statements for donated services. The Organization pays for services requiring specific expertise. However, many individuals volunteer their time and perform a variety of tasks that assist the Organization with specific assistance programs and various committee assignments that are not recognized as contributions in the financial statements since the recognition criteria under FASB ASC 958-605- *Revenues* were not met.

**Unearned income**

Unearned income includes membership dues paid by members in advance of the services they will receive. These dues will be recognized over the periods to which they relate. For the years ended December 31, 2021 and 2020, unearned dues totaled \$122,687 and \$120,033, respectively.

Unearned income also includes rent received in advance. Rent payments received in advance totaled \$3,600 and \$0 for the year ended 2021 and 2020, respectively.

**Revenue and support**

Contributions received are recorded as net assets with donor restrictions or net assets without donor restriction, depending on the existence and/or nature of any donor-imposed restrictions. When a restriction expires or is satisfied, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Exchange transactions such as fees for certain programs and events, components of fundraising transactions and events, along with facility rental income, are recorded in accordance with ASU No. 2014-09, *Revenue from Contracts with Customers* (Topic 606). Refer to Note 2 for revenue subject to ASU No. 2014-09.

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See independent accountant's review report.

**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2021 and 2020**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Use of estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during that reporting period. Actual results could differ from those estimates.

**Advertising expenses**

The Organization uses advertising to promote its programs among the audiences it serves. The production costs of advertising are expensed as incurred. For the years ended December 31, 2021 and 2020, advertising costs totaled \$844 and \$800, respectively. These expenses are included under Public relations in the statement of functional expenses.

**Functional allocation of expenses**

The costs of providing the various programs and activities of the Organization have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Such allocations are determined by management on an equitable basis. The expenses that are allocated include the following:

<b>Expense</b>	<b>Method of allocation</b>
Wages and related expenses	Time allocation
Insurance	Square footage and function
Property tax	Square footage
Utilities	Square footage
Repairs and maintenance	Square footage and function
Telephone	Wages and square footage
Office supplies	Function
Interest	Square footage and function
Depreciation	Square footage

**Uncertain tax positions**

In accordance with FASB ASC 740-10 – *Income Taxes* the Organization reviews its tax positions on an annual basis and does not take any positions resulting in a deduction that, in their evaluation, will not be completely sustained under an audit by the applicable governing body. The Organization’s policy is to recognize interest and penalties on unrecognized tax benefits in income tax expense in the financial statements. The Organization has not incurred any tax-related penalties or interest during 2021 and 2020. No tax liability has been recorded for uncertain tax positions.

**NOTE 2 – REVENUE RECOGNITION**

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The core principle of ASU 2014-09 is that an entity should recognize revenue to reflect the transfer of promised goods or services to

See independent accountant’s review report.

**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2021 and 2020**

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**NOTE 2 – REVENUE RECOGNITION (CONTINUED)**

customers in an amount that reflects the consideration to which the entity expects to receive in exchange for those goods or services. In accordance with this principle, a five-step approach was established for determining the amount of revenue to be recognized and when it should be recognized. The five-step approach includes identifying the contract(s) with a customer, identifying each performance obligation in the contract, determining the transaction price, allocating the transaction price to each performance obligation, and recognizing revenue when, or as, each performance obligation is satisfied. The new guidance also requires enhanced disclosures and may require entities to make greater use of judgements and estimates than previously required under accounting principles generally accepted in the United States of America (U.S. GAAP).

The Organization adopted the new standard effective January 1, 2020, the first day of the Organization's fiscal year, using the modified retrospective approach. Under the modified retrospective approach, open contracts as of December 31, 2019, are evaluated to determine if revenue would have been recognized differently with the adoption of this new standard. If so, an adjustment is recorded to the opening balance of net assets and contract assets, accounts receivable, and contract liabilities, but the 2019 financial statements are not restated. The adoption of this standard did not result in a cumulative adjustment in the financial statements.

ASU No. 2014-09 only applies to exchange transactions. FASB has defined exchange transactions as "a reciprocal transfer between two entities that results in one of the entities acquiring assets or services or satisfying liabilities by surrendering other assets or services or incurring other obligations." Furthermore, exchange transactions result in approximately commensurate value being given and received by each party. As a result, certain sources of the Organization's revenue are not subject to ASU No. 2014-09.

Management has determined that membership dues do not constitute an exchange transaction and therefore, is not subject to ASU No. 2014-09. Membership revenue is recognized as revenue over the membership period. Furthermore, Management has determined that the grants received by the Organization are not subject to ASU No. 2014-09 and is recognized as revenue when or as the terms of the grant are satisfied.

**Revenue recognition policy for transaction subject to ASU No. 2014-09**

The Organization has three sources of revenue that are subject to ASU No. 2014-09: direct benefits received by members and sponsors attending fundraising events and programs, registration fees to certain programs and events, and income from facility rental.

**Direct benefits received by members and sponsors** – The Organization holds multiple events throughout the year. Members attending these events along with those who sponsor these events receive benefits such as food, golf, bowling, and other. The cost of such benefits is treated as an exchange transaction. Any amount paid in excess of the cost of these benefits is treated as golf outing income or programs and events income. The revenue from the receipt of these benefits is recognized when the event is held. The adoption of ASU No. 2014-09 did not result in a change to the timing of when this revenue is recognized, nor did it change how this revenue is reported on the face of the statement of activities. The segregation of this revenue is disclosed herein.

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See independent accountant's review report.

**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
December 31, 2021 and 2020

**NOTE 2 – REVENUE RECOGNITION (CONTINUED)**

**Revenue recognition policy for transaction subject to ASU No. 2014-09 (continued)**

**Registration fees to certain programs and events** – Registration/entrance fees to certain seminars, programs, and events are considered exchange transactions. Revenue is recognized when the event is held. The adoption of ASU No. 2014-09 did not result in a change to the timing of when this revenue is recognized, nor did it change how this revenue is reported on the face of the statement of activities. The segregation of this revenue is disclosed herein.

**Facility rental** – Daily room rentals and office space rentals are considered exchange transactions. Revenue is recognized when the performance obligation of providing space for the event is satisfied. The adoption of ASU No. 2014-09 did not result in a change to the timing of when this revenue is recognized, nor did it change how this revenue is reported on the face of the statement of activities.

**Disaggregation of revenue from contracts with customers**

Revenue from performance obligations satisfied over time consist of office space rentals and totaled \$10,350 and \$1,200 for the years ended December 31, 2021 and 2020, respectively. Revenue from performance obligations satisfied at a point in time consist of registration/program fees, sponsorships, and daily room rentals. Revenue from contracts with customers that was recognized at a point in time totaled \$27,764 and \$16,366 for the year ended December 31, 2021 and 2020, respectively.

The various revenue lines on the statement of activities includes income from contracts with customers and from other sources. The income from contracts with customers is either earned at a point in time or over time. Revenue shown on the statement of activities for the years ended December 31, 2021 and 2020 is as follows:

	<b>2021</b>		
	<b>Revenue from contracts with customers</b>	<b>Revenue from other sources</b>	<b>Total</b>
Membership dues	\$ -	\$ 229,881	\$ 229,881
Golf outings	13,704	30,426	44,130
Programs and events	13,986	36,879	50,865
Rental income	10,570	-	10,570
Public relations and publications	-	3,575	3,575
Special projects	-	52,625	52,625
Tourism division income	-	2,900	2,900
Retail division income	-	2,125	2,125
Other income	-	1,226	1,226
Interest income	-	602	602
PPP - contribution income	-	31,600	31,600
	<b>\$ 38,260</b>	<b>\$ 391,839</b>	<b>\$ 430,099</b>

See independent accountant's review report.



**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2021 and 2020**

**NOTE 2 – REVENUE RECOGNITION (CONTINUED)**

**Disaggregation of revenue from contracts with customers (continued)**

	2020		
	Revenue from contracts with customers	Revenue from other sources	Total
Membership dues	\$ -	\$ 229,307	\$ 229,307
Golf outings	11,792	29,486	41,278
Programs and events	4,414	46,441	50,855
Rental income	1,360	-	1,360
Public relations and publications	-	3,500	3,500
Special projects	-	45,000	45,000
Tourism division income	-	7,887	7,887
Retail division income	-	31,142	31,142
Other income	-	9,332	9,332
Interest income	-	522	522
	\$ 17,566	\$ 402,617	\$ 420,183

**Performance obligations**

Performance obligations related to contracts with customers are satisfied at the time services are provided, or at the time the program or event is held and the related direct benefits are received. If an event cannot be held as scheduled, the members and sponsors have the option of receiving a refund or forgoing a refund and having the amount paid be treated as program income.

Performance obligations related to monthly facility rentals, control transfers to members over the length of the applicable rental period. For performance obligations related to daily room rental fees control transfers to members at a point in time.

**Variable consideration**

The Organization does not offer any variable consideration.

**Accounts receivable from contracts with customers**

Accounts receivable as of December 31, 2021 and 2020 from contracts with customers are listed below. The Organization has performed all services and all performance obligations have been fulfilled related to all contracts with customers.

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**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2021 and 2020**

**NOTE 2 – REVENUE RECOGNITION (CONTINUED)**

**Contract balances**

The timing of cash collections from contracts with customers resulted in accounts receivable (contract asset) on the statement of financial position.

Contract balances are as follows:

	<b>Balance December 31, 2021</b>	<b>Balance December 31, 2020</b>	<b>Balance January 1, 2020</b>
Accounts receivable	<u>\$ 3,588</u>	<u>\$ 545</u>	<u>\$ 2,043</u>

**Warranty**

The Organization does not provide any warranties related to its sales or services.

**NOTE 3 – LEASE AGREEMENTS**

In 2021 and 2020, the Organization leased office space on the second floor of the building under various month-to-month leases. Rental income in the statement of activities totaled \$10,350 and \$1,200 for the years ended December 31, 2021 and 2020, respectively.

**NOTE 4 – FINANCIAL ASSETS AND LIQUIDITY RESOURCES**

As of December 31, 2021 and 2020, financial assets and liquidity resources available within one year for general expenditure, such as operating expenses and scheduled principal payments on debt, were as follows:

	<b>2021</b>	<b>2020</b>
Financial assets		
Cash and cash equivalents	\$ 331,095	\$ 276,455
Accounts receivable	8,229	1,505
Total financial assets and liquidity resources available within one year	<u>\$ 339,324</u>	<u>\$ 277,960</u>

The Organization's goal is generally to maintain financial assets to meet 6 months of operating expenses (approximately \$210,000).

**NOTE 5 – FUNDRAISING**

The Organization hosts a golf outing as an annual fundraiser; the associated costs were \$17,043 and \$15,296, for the years ended December 31, 2021 and 2020, respectively. The Organization also hosts a winter bowling outing which resulted in costs of \$0 and \$2,764, for the years ended December 31, 2021 and 2020, respectively.

See independent accountant's review report.

**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
December 31, 2021 and 2020

**NOTE 6 – NET ASSETS**

Net assets consisted of the following at December 31:

Detail of Net Assets	2021		
	Without Donor Restrictions	With Donor Restrictions	Total
Undesignated			
Operating	\$ 483,344	\$ -	\$ 483,344
Board designated			
Gift certificates	18,720	-	18,720
Service sign	3,976	-	3,976
Building reserve	2,000	-	2,000
<b>Total</b>	<b>\$ 508,040</b>	<b>\$ -</b>	<b>\$ 508,040</b>

Detail of Net Assets	2020		
	Without Donor Restrictions	With Donor Restrictions	Total
Undesignated			
Operating	\$ 461,249	\$ -	\$ 461,249
Board designated			
Gift certificates	10,162	-	10,162
Service sign	3,976	-	3,976
Building reserve	2,000	-	2,000
<b>Total</b>	<b>\$ 477,387</b>	<b>\$ -</b>	<b>\$ 477,387</b>

**NOTE 7 – LONG-TERM LIABILITIES**

During October 2013, the Organization borrowed, through a commercial loan with a bank, \$83,000 to make improvements to the building. During April 2017, the Organization refinanced the commercial loan and borrowed an additional \$40,430. The resulting principal balance was \$107,000. The loan was refinanced again in November 2021 with a resulting principal balance of \$85,000. The commercial loan agreement is secured by the real estate and includes certain financial covenants which the Organization was in compliance with at December 31, 2021.

Interest expense totaled \$5,462 and \$3,798 for the years ended December 31, 2021 and 2020, respectively.

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**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2021 and 2020**

**NOTE 7 – LONG-TERM LIABILITIES (CONTINUED)**

Long-term liabilities at December 31 consisted of the following:

	2021	2020
Note payable to bank, payable in monthly installments of \$799 including interest at a rate of 4.125%, final balloon payment for remaining balance due May 2022	\$ -	\$ 88,782
Note payable to bank, payable in monthly installments of \$831 including interest at a rate of 3.25%, final balloon payment for remaining balance due November 2031	84,396	-
Capital lease (Note 9)	3,077	641
	87,473	89,423
Less current maturities	(7,834)	(6,747)
Total long-term liabilities	\$ 79,639	\$ 82,676

The following is a summary of principal maturities of long-term liabilities:

2022	\$ 7,834
2023	8,139
2024	8,460
2025	8,798
2026 and thereafter	54,242
Total	\$ 87,473

**NOTE 8 – OPERATING LEASE AGREEMENTS**

In August 2017, the Organization began a three-year operating lease for a vehicle that required monthly payments of \$240. The lease expired in August 2020 and was not renewed. Total expense for this lease for the years ended December 31, 2021 and 2020 was \$0 and \$2,076, respectively.

**NOTE 9 – CAPITAL LEASE**

In August 2016, the Organization entered into a capital lease obligation for a copier. The economic substance of the lease is that the Organization is financing the acquisition of the asset through the lease, and accordingly, it is recorded in the Organization's assets and liabilities. The final payment for the lease was made in September 2021.

In August 2021, the Organization entered into a capital lease obligation for another copier. The economic substance of the lease is that the Organization is financing the acquisition of the asset through the lease, and accordingly, it is recorded in the Organization's assets and liabilities.

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**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2021 and 2020**

**NOTE 9 – CAPITAL LEASE (CONTINUED)**

The following is a summary of assets held under capital lease:

Equipment	\$ 3,266
Less accumulated depreciation	<u>(272)</u>
	<u>\$ 2,994</u>

Future minimum payments on the capital lease are as follows:

2022	\$ 840
2023	840
2024	840
2025	840
2026	<u>700</u>
Total minimum lease payments	4,060
Amount representing interest	<u>(1,124)</u>
Present value of net minimum payments	<u>\$ 2,936</u>

**NOTE 10 – SIMPLE IRA**

The Organization has a SIMPLE IRA plan for employees who have performed one year of service. Contributions to the plan are discretionary. The Organization's contributions to the plan were \$3,460 and \$4,554, for the years ended December 31, 2021 and 2020, respectively.

**NOTE 11 – HEALTH SAVINGS ACCOUNT**

In 2005 the Organization has a Health Savings Account medical plan for employees who have worked for the Organization for a period of 90 days and who have a qualified high deductible health plan. The Organization has agreed to contribute \$50 per pay period, up to \$2,600 annually, per qualifying employee to a Health Savings Account. Total contributions of \$3,000 and \$5,300 were made to employee accounts for the years ended December 31, 2021 and 2020, respectively.

**NOTE 12 – GOLF OUTING REVENUE AND PROGRAMS AND EVENTS REVENUE**

The Organization conducts several special events to generate support to fund its various programs. The revenue from the golf outing, programs, and events for the year ended December 31, 2021 is presented in a different format in this footnote as a result of the adoption of ASU No. 2014-09 (see note 2) as of January 1, 2020.

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**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
December 31, 2021 and 2020

**NOTE 12 – GOLF OUTING REVENUE AND PROGRAMS AND EVENTS REVENUE (CONTINUED)**

The revenue from the golf outing and major programs and events during the years ended December 31, 2021 and 2020 were as follows:

	2021					
	Golf Outing	Spare Time With Chamber	Founder's Day	Annual Meeting	Other Events	Total
Revenue						
Golf, Programs and Events	\$ 30,426	\$ 2,700	\$ 400	\$ 9,504	\$ 24,275	\$ 67,305
Contracts with customers	13,704	-	-	13,986	-	27,690
	44,130	2,700	400	23,490	24,275	94,995
Less direct benefit costs	(13,704)	-	-	(13,986)	-	(27,690)
Net revenues	30,426	2,700	400	9,504	24,275	67,305
Expense	3,339	-	225	3,129	8,842	15,535
Net proceeds	<u>\$ 27,087</u>	<u>\$ 2,700</u>	<u>\$ 175</u>	<u>\$ 6,375</u>	<u>\$ 15,433</u>	<u>\$ 51,770</u>
	2020					
	Golf Outing	Spare Time With Chamber	Founder's Day	Annual Meeting	Other Events	Total
Revenue						
Golf, Programs and Events	\$ 29,486	\$ 5,689	\$ 8,190	\$ 11,337	\$ 21,225	\$ 75,927
Contracts with customers	11,792	2,161	-	2,253	-	16,206
	41,278	7,850	8,190	13,590	21,225	92,133
Less direct benefit costs	(11,792)	(2,161)	-	(2,253)	-	(16,206)
Net revenues	29,486	5,689	8,190	11,337	34,132	88,834
Expense	3,504	603	4,714	1,330	11,034	21,185
Net proceeds	<u>\$ 25,982</u>	<u>\$ 5,086</u>	<u>\$ 3,476</u>	<u>\$ 10,007</u>	<u>\$ 23,098</u>	<u>\$ 67,649</u>

The revenue and related expenses are reported in the statements of activities within the golf outing and program and events lines under revenue and gains and within the program and fundraising lines under expenses.

**NOTE 13 – PAYCHECK PROTECTION PROGRAM LOAN**

Congress created the Paycheck Protection Program (“PPP”) as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, P.L. 116-136. The legislation authorized the Treasury to use the U.S. Small Business Administration’s (“SBA”) small business lending program to fund loans / advances to qualifying businesses to cover payroll, mortgage interest, rent, and utilities. The forgivable loans / advances were designed to help support organizations facing economic hardship created by the coronavirus pandemic and assist them in continuing to pay employee salaries. Recipients of PPP funds can have their loans / advances forgiven in full if the funds are used for eligible expenses and certain other criteria are met.

The Organization obtained PPP funds totaling \$31,600 in January 2021 and utilized all funds as of August 2021 on qualifying expenses. The Organization elected to account for the PPP funds in accordance with FASB ASC 958-605 which categorizes the PPP funds as a conditional contribution. Since all conditions

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**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2021 and 2020**

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**NOTE 13 – PAYCHECK PROTECTION PROGRAM LOAN (CONTINUED)**

were met in 2021, contribution income of \$31,600 from the PPP has been recognized in the statements of activities.

**NOTE 14 – CONCENTRATION OF CREDIT RISK**

Financial instruments that potentially subject the Organization to concentrations of credit risk consist principally of temporary cash investments and accounts receivable.

The Organization maintains its cash balances in one financial institution located in Indiana. The balances with the financial institution are interest bearing and are insured by American Share Insurance up to \$250,000. At times the Organization's cash balances may exceed the insured amounts.

The Organization grants credit to members, substantially all of whom are local area businesses. Concentrations of credit with respect to accounts receivable are limited due to the limited amount of credit granted to each member.

**NOTE 15 – CONCENTRATION OF FUNDRAISING**

The Organization received approximately 10% of its annual revenue from golf outings for the years ended December 31, 2021 and 2020.

**NOTE 16 – BARTER TRANSACTIONS**

During the years ended December 31, 2021 and 2020, the Organization bartered for various goods and services. These goods and services have been recorded in the statement of activities as both revenue and expense at their fair market value on the date of each transaction. Barter transactions for the years ended December 31, 2021 and 2020 resulted in revenue and expense of \$3,220 and \$5,360, respectively.

**NOTE 17 – RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS**

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, which provides guidance on the recognition, measurement, presentation, and disclosure of leases. This new accounting standard requires that an entity recognizes the right to use the leased assets and a liability for the corresponding lease obligation on its balance sheet for leases in excess of one year that were previously classified as operating leases under U.S. GAAP. The standard also requires entities to disclose information about the amount, timing, and uncertainty for the payments made for the lease agreements in the footnotes to the financial statements. The Organization is currently evaluating how the adoption of ASU 2016-02 will impact its financial position and results of operations. The guidance will be effective for the Organization's reporting period beginning January 1, 2022.

**NOTE 18 – SUBSEQUENT EVENTS**

The Organization has evaluated subsequent events through November 11, 2022, the date which the financial statements were available to be issued.

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See independent accountant's review report.

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

With Downtown Goshen, Inc.

To Support Downtown Goshen, Inc First Fridays and Façade Incentive Program

This Community Service Partnership Agreement (“Agreement”), entered into by and between the City of Goshen, Indiana (“the City”) and Downtown Goshen, Inc. (the “Partner”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Funds Award.

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Seventy Thousand Dollars (\$70,000), to the Partner for eligible costs of the services or program described in Partner’s Community Services Partnership Application, a copy of which is attached hereto and made a part hereof (the “Project”).

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

2. Representations and Warranties of the Partner.

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

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

3. Implementation of and Reporting on the Project.

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



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

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2023, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety, and shall remain in effect through completion of the Project, or December 31, 2023, whichever is later.

5. Funding.

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

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

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

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

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

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

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

C. that Partner is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems

and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to the City.

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

9. Compliance with Laws.

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

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

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

D. As required by I.C. § 5-22-3-7:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Partner covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies

compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

14. Contracting with Relatives.

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

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

A. Notices to the City shall be sent to:

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

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

Downtown Goshen, Inc  
Attn: Myron Bontrager, President  
234 S. Main Street  
Goshen, IN 46526  
myron@theelectricbrew.com

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

17. Termination for Breach.

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

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

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

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

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

CITY:

CITY OF GOSHEN, INDIANA

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

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

PARTNER:

DOWNTOWN GOSHEN, INC

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

Name: \_\_\_\_\_

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

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



**Community Service Partnership Application  
Program Year 2023**

(Attach additional sheets if space provided is not adequate.)

Applications available: Monday, November 7, 2022.

**Applications due: Monday, November 28, 2022.**

Application submittal: Please submit one signed original, with attachments. No copies required. Submittal may be made via email.

Applications due to: Denise Blenner 202 S. Fifth, Goshen, IN 46528; [mayor@goshencity.com](mailto:mayor@goshencity.com)

Call 533-9322 with questions.

*Summary of Community Service Partnership Priorities*

Each activity must meet one of the following priorities:

1. Address a goal that has been identified in the Goshen Comprehensive Plan:  
<https://goshenindiana.org/planning-zoning>
2. Address a goal that has been identified in the CDBG Five Year Consolidated Plan:  
[https://goshenindiana.org/media/uploads/0/8255\\_2020-2024-Consolidated-Plan\\_2020-AAP\\_Final.pdf](https://goshenindiana.org/media/uploads/0/8255_2020-2024-Consolidated-Plan_2020-AAP_Final.pdf)
3. Meet an urgent community development need.

Community Services Partnership funds for program year 2023 may not become available until sometime after July 1, 2023. If an award is made, program expenses may be incurred starting January 1, 2023, but no claims will be paid until grant agreements are approved by the Board of Public Works and signed.

Organization: Downtown Goshen, Inc.

Organization Address: 234 S Main St. Goshen, Indiana 46526

Mailing Address: 234 S Main St. Goshen, Indiana 46526

Contact Person: Myron Bontrager

Phone Number: 574-202-0328

Email address: myron@theelectricbrew.com

Project Title: DGI-First Fridays and Facade Incentive Program

Community Service award requested: \$ \$70,000(\$20,000 + \$50,000)

Expected number of individuals to benefit from this project: 50,000

1. Briefly describe the proposed project. Include the need or problem to be addressed, the population (or area) to be served, a description of the work, including who will carry it out, and the proposed schedule of work, including the proposed timing of requests for Community Service funds.

SEE ATTACHMENT A

2. Complete the line item budget for the proposed project and provide details on how reimbursed costs will be calculated.

Item Description	Total Amount	Community Service Funds	Other Funds
a. SEE ATTACHMENT B			
b.			
c.			
d.			
e.			
f.			
TOTALS			

3. List the source and amount of other sources of funding, including matching funds and in-kind contributions, expected to be used to support this project. For in-kind contributions, such as volunteer labor, please include the number of hours and dollar value (\$10 per hour) of the volunteer hours.

SEE ATTACHMENT C

4. Describe how the project will meet one or more of the objectives identified in the Goshen Comprehensive Plan, CDBG Consolidated Plan or meet an urgent community development need.

SEE ATTACHMENT D

5. What are the measurable goals and timeline for this project or program? How will you define and measure success?

SEE ATTACHMENT E

6. Please describe the population who will benefit from this project or program. Include demographic information in this description (age, income, ethnicity, race, etc.)

SEE ATTACHMENT F

**Organizational Characteristics**

IRS nonprofit status 501 (c) (3)

Years in operation 31

Number of full-time paid staff 0

Number of part-time paid staff 0

Number of volunteer staff 46

Number of Board members 17



Briefly describe the organization's structure, mission statement and services provided.

SEE ATTACHMENT G

Please attach copies of the following documents to the original application. If any of the requested documents are not available, please attach an explanation. If you have previously submitted the requested documents, and there have been no changes, new copies are not required, but please indicate which documents have been previously submitted.

- a. Most recent Annual Report and Audit
- b. Current fiscal year budget
- c. Current list of Board of Directors

**Certification Of Authorization To Submit This Application**

I (We) certify to the City of Goshen that the Board of Directors of the organization identified on page 1 of this application authorized the submission of this application.

Agency Director (Signature)

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

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

Chairperson, Board of Directors (Signature)

*Myron Bastragar*  
\_\_\_\_\_

Printed Name:

*Myron Bastragar*

Date: 11-23-2022

## ATTACHMENT A

**1. Briefly describe the proposed project. Include the need or problem to be addressed, the population (or area) to be served, a description of the work, including who will carry it out, and the proposed schedule of work, including the proposed timing of requests for Community Service funds.**

There are two projects for which DGI has historically requested grant funds. Project 1 is the Facade Incentive Program and Project 2 is First Fridays monthly municipal festivals.

The Facade Incentive Program promotes the maintenance and rehabilitation of central business district properties by providing matching grants to business and building owners. Qualifying facade locations are buildings which lie between Pike and Madison Streets, the west side of 5th Street and the east side of 3rd Street. The need relates to the upkeep and revitalization of the main street corridor. This program is operated by a committee of four people and coordinated by a paid construction coordinator. Facade Incentive grants may be applied for by building owners or business operators through an online application process and are awarded all year long. Qualifying Façade projects preserve or restore architectural features; use materials and colors that match building and district identity; consider the entire building; take cues from neighboring buildings; maintain continuity and character of district (ie: storefront, retail, etc); improve or maintain interest and appeal at street level; expand or maintain visual access to building interiors. Guidelines: Full Façade —75% up to \$7,500; Windows (ie: uncovering, painting)-75% up to \$7,500; Awnings-75% up to \$2,000; Signs — 75% up to \$1,000, 100% up to \$400 for awning cleaning. Uploaded Façade grants 12-18-20.

First Friday's municipal festivals are typically held each First Friday as a themed event and provide multiple opportunities for engagement by the public. The downtown festivals have provided direct financial gains for business owners; an incentive tool for business recruitment, increased foot traffic inside stores, a high impact marketing tool for business owners, City of Goshen, the Chamber of Commerce and the Elkhart County Convention and Visitors Bureau. The festivals bring an additional 50,000 visitors annually to downtown Goshen. DGI contracts with Eyedart Creative Studio to develop and manage the First Friday community events as well as manage our membership and business promotion programs. The funds are sent to DGI and are then transferred to Eyedart. Eyedart provides a quarterly and yearly report to the DGI Board describing their expenses for these programs. A representative from Eyedart attends the monthly DGI Board meeting and gives a monthly report to the board. Because these events occur every month, funding requested is needed as early in the calendar year as possible to pay the costs of the events.

The detailed 2023 event details can be provided upon request.

# **DOWNTOWN GOSHEN, INC.**

## **Façade Grant Program**

November 13, 2022

Dear Downtown Business/Property owner,

Goshen's downtown gives our community a tremendous sense of pride. You are each part of that success and we thank you. The Façade Grant Program is a public-private partnership that contributes to a healthy downtown district by encouraging maintenance and rehabilitation of downtown buildings. Businesses or property owners may qualify for façade grants for a variety of projects. To find out more and to complete an online application, visit <https://downtowngoshen.org/facade-grant-program/>.

Since the program began in 2005, Downtown Goshen Inc. and the Façade Grant Program have partnered with downtown businesses to help fund more than 150 projects, from new awnings to new and improved building facades. We are excited to share with you that the Façade Grant Program has increased the grant amounts and added new funding for awning cleaning. The updated amounts are as follows:

- Full Façade - 75% up to \$7,500
- Windows (ie: uncovering, painting - 75% up to \$7,500
- Awning - 75% up to \$2,000
- Signs - 75% up to \$1,000
- Awning cleaning - 100% up to \$400

If you have questions about project ideas, we encourage you to contact Jason Oswald, the Façade Grant Program coordinator, at (574)238-1515.

Thanks again for making downtown Goshen a great place.

The Façade Grant Program Committee

Michelle Horning, committee chair (downtown building owner)

Jason Oswald, coordinator (downtown building and business owner)

Rossa Deegan (City of Goshen Assistant Planning & Zoning Administrator)

Michael Phend (Goshen Historical Society)

David Pottinger (downtown building owner)

Jesse Sensenig (Downtown Goshen, Inc. board member)

ATTACHMENT B

Downtown Goshen, Inc.  
 Budget Overview  
 January - December 2023

	Facade Grant Program	First Fridays Program	General Operating
Income			
4000 Corporate			
4002 Grant			
4002.1 Government Grant	20,000	50,000	5,000 City of Goshen - cover some operating fees
Total 4002 Grant	\$ 20,000	\$ 50,000	\$ 5,000
4003 DGI Memberships			
4004 Sales			
4005 Concession			
4006 Merchandise Sales			
4007 Participant Fees			
4010 Miscellaneous Income			28 Interest on bank statement
4011 Administration Fees			
4012 Merchant/Quickbooks Fees			2,200 Reimbursed by Eyedart
4013 Promotional Fees			
Total Income	\$ 20,000	\$ 50,000	\$ 7,228
Gross Profit	\$ 20,000	\$ 50,000	\$ 7,228
Expenses			
5000 Contract Services			
5000.1 DGI Administrator		50,000	
5000.2 Accounting			4,300 Bookkeeper (\$3,000) & IAG (\$1,300) - \$50/hr, 5 hrs/mo.
5000.3 Legal			160 business entity report
Total 5000 Contract Services	\$ -	\$ 50,000	\$ 4,460
5040 Insurance			1,100 Our portion of insurance costs
5056 Other			
5056.1 Merchant/Quickbook Fees			2,200 Reimbursed by Eyedart
5056.2 Miscellaneous Expense			1,657 Formstack (\$588), bank fees (\$72), BMV (\$47), QB renewal (\$950)
Total 5056 Other	\$ -	\$ -	\$ 3,857
5060 Facade Program	20,000		
Total Expenses	\$ 20,000	\$ 50,000	\$ 9,417
Net Operating Income	\$ -	\$ -	\$ (2,189)

## **ATTACHMENT C**

**3. List the source and amount of other sources of funding, including matching funds and in-kind contributions, expected to be used to support this project. For in-kind contributions, such as volunteer labor, please include the number of hours and dollar value (\$10 per hour) of the volunteer hours.**

Typically, the Façade Incentive Program is funded mainly by the City of Goshen grant, although other grant opportunities are sought. The grant funds are used to fund the grants approved. DGI pays the coordinator (non-voting member of the Façade Incentive Committee), 13% of the grant. The rest of the façade committee members are volunteers.

First Fridays is funded by the City of Goshen grant, other grants, memberships, event sponsors, participation fees and corporate sponsors. In 2022, DGI included in its budget a \$12,000 grant from the Community Foundation of Elkhart County and a \$9,000 grant from the Elkhart County Convention and Visitors Bureau and \$15,000 from Goshen Health Systems corporate sponsor. In 2023, the budget is not finalized but the Board hopes to include similar grant income. Prior to COVID restrictions, the membership, event sponsors, participation fees and corporate sponsors were larger.

In 2023, DGI estimates similar numbers to 2021 – approximately 46 volunteers (First Friday volunteers – 24, DGI Board members – 17, and Façade Committee Members – 4), with total volunteer hours (Façade and First Fridays) of 332 hours or in kind \$3320 of volunteer labor.

## ATTACHMENT D

**4. Describe how the project will meet one or more of the objectives identified in the Goshen Comprehensive Plan, CDBG Consolidated Plan or meet an urgent community development need.**

Both projects fulfill the Economic Development portion of the Goshen Comprehensive Plan, specifically E2, market the community's quality of life assets to recruit a skilled and talented workforce; E3, supporting the development of small, locally owned businesses and; E8, promote travel and tourism in Goshen and; L6, maintain an attractive and vibrant downtown.

### First Fridays

First Fridays, historically include monthly First Friday festivals drawing increasing numbers of participants and visitors from the region. Each First Friday is themed and provides multiple opportunities for engagement by the public. The downtown festivals have provided: direct financial gains for business owners; and incentive tools for business recruitment, increased foot traffic inside stores, a high impact marketing tool for business, owners, City of Goshen, Chamber of Commerce and the Elkhart County Convention and Visitors Bureau; an additional 50,000 visitors per year to downtown Goshen. All of these events squarely meet the objective of "Position Downtown Goshen as a hub for small business and entrepreneurship," "Support and promote the development of small business and entrepreneurship networks, and "Encourage residents to support locally owned businesses," market Goshen to visitors and develop quality of life amenities that add value for both residents and visitors.

DGI's events and marketing strategies have successfully activated the downtown business district and attracted a diverse audience of people to downtown Goshen. Normal First Friday festivals draw increasing numbers of participants and visitors from the region. Each First Friday is themed and provides multiple opportunities for engagement by the public.

2022 was a year of rebuilding the brand and the activities after experiencing a shutdown during 2020 and the restart during 2021. 2022 included many new as well as some of the traditional events. The Downtown 2023 event list includes: Fire & Ice, I (heart) Goshen, Green Day Celebration, Sweet 16 Celebration, Cruise-In Car Show, Goshen Games, Tactoberfest, Arts Tour, Holiday Light Parade, Hometown Holiday, and in collaboration with Trick or Treat Main Street, Eat/Drink/Shop Goshen, Summer Kick-Off in June, Small Business Saturday. We also participate in regular Zoom Meetings and social media promotions.

## **ATTACHMENT E**

### **5. What are the measurable goals and timeline for this project or program? How will you define and measure success?**

The Façade Incentive Program goals are consistent with the DGI vision statement-that Goshen's Historic Commercial core will e preserved, aesthetically attractive, and a place of choice for people to live, work, play and visit. These goals are also consistent with the City of Goshen's plan of promoting the maintenance and rehabilitation of downtown properties. Success is defined by successfully awarding projects up to the amount of the grant funds and having the projects completed to increase the economic value, and preserve the physical buildings.

First Fridays municipal festival's 2023 goals are to continue to increase foot traffic inside stores, be a marketing tool for business owners, bring additional visitors per year to downtown Goshen and promote Goshen as well as continuing a network of support to business owners to navigate completely new circumstances. Success is continually monitored by the Board and the members through satisfaction and community surveys and increased social media presence. 2023 goals also include a focus on promoting downtown topics/members, monthly support meetings with downtown business owners to share information on relevant topics and invite businesses to share information to identify ways to support each other as a strong networked community, local and state advocacy, supporting local not for profits by donating a percentage of sales.

## **ATTACHMENT F**

**6. Please describe the population who will benefit from this project or program. Include Demographic information in this description (age, income, ethnicity, race, etc.)**

Facade Program covers buildings which lie between Pike and Madison Streets, the west side of 5th Street and the east side of 3rd Street. Many of these grants provide funds for businesses who would not otherwise have the funds to spend. 2021 grants funded eight businesses/buildings and four of those eight were awarded to new downtown businesses.

First Fridays are historically larger events open to people of all ages 0-100, of all incomes, ethnicity and races. The events are geared toward community making and encouraging of all of such groups to enjoy a shared event.



## **ATTACHMENT G**

**Briefly Describe the organization's structure, mission statement and services provided.**

DGI is a 501 (c)(3) organization originally founded as Face of the City. DGI has no paid staff. It is run by a board of directors between 10-20, currently at 17 members. It is a member organization where members can be individuals or businesses that pay the membership fee. Currently membership is approximately 52 members.

Mission" Downtown Goshen, Inc. exists to promote the growth and vibrancy of Goshen's historic commercial core. We will ensure the success of Downtown Goshen through strategic planning and implementation. Our guiding principles are: Results-oriented with focus on measurable results; Annual reporting and accountability to stakeholders; Agile and flexible adapting to a changing environment; Partnerships-strong relationships with key organizations involved in Downtown Goshen.

Vision Statement: Downtown Goshen's Historic Core will be preserved, aesthetically attractive, and a place of choice for people to live, work, play and visit.

Services provide are described above.

Form **990**

**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.  
Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2021**  
Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

**A** For the 2021 calendar year, or tax year beginning \_\_\_\_\_, and ending \_\_\_\_\_

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization: **DOWNTOWN GOSHEN, INC.**

Doing business as \_\_\_\_\_

Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
**234 S. MAIN STREET, #4**

City or town, state or province, country, and ZIP or foreign postal code  
**GOSHEN IN 46526**

**D** Employer identification number  
**35-1848884**

**E** Telephone number  
**574-312-9922**

**G** Gross receipts \$ **160,715**

**F** Name and address of principal officer:  
**DENISE DAVIS**  
**130 N MAIN STREET**  
**GOSHEN IN 46526**

H(a) Is this a group return for subordinates?  Yes  No  
 H(b) Are all subordinates included?  Yes  No  
 If "No," attach a list. See instructions

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**J** Website: **WWW.CITYONTHEGO.ORG**

**K** Form of organization:  Corporation  Trust  Association  Other

**L** Year of formation: **1992** **M** State of legal domicile: **IN**

**H(c)** Group exemption number ▶

**Part I Summary**

<b>Activities &amp; Governance</b>	<b>1</b> Briefly describe the organization's mission or most significant activities: <b>IMPROVE THE DOWNTOWN OF GOSHEN, INDIANA</b>		
	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	<b>13</b>
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	<b>13</b>
	<b>5</b> Total number of individuals employed in calendar year 2021 (Part V, line 2a)	<b>5</b>	<b>0</b>
	<b>6</b> Total number of volunteers (estimate if necessary)	<b>6</b>	<b>222</b>
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	<b>0</b>
<b>b</b> Net unrelated business taxable income from Form 990-T, Part I, line 11	<b>7b</b>	<b>0</b>	
<b>Revenue</b>	<b>8</b> Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	<b>9</b> Program service revenue (Part VIII, line 2g)	<b>153,163</b>	<b>133,181</b>
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<b>14,103</b>	<b>25,849</b>
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<b>4,234</b>	<b>1,685</b>
	<b>12</b> Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>171,500</b>	<b>160,715</b>
<b>Expenses</b>	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3)	<b>18,330</b>	<b>18,418</b>
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)		<b>0</b>
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		<b>0</b>
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)		<b>0</b>
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>0</b>		
<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	<b>210,824</b>	<b>170,990</b>	
<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	<b>229,154</b>	<b>189,408</b>	
<b>19</b> Revenue less expenses. Subtract line 18 from line 12	<b>-57,654</b>	<b>-28,693</b>	
<b>Net Assets or Fund Balances</b>	<b>20</b> Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	<b>21</b> Total liabilities (Part X, line 26)	<b>65,682</b>	<b>36,989</b>
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	<b>0</b>	<b>0</b>
		<b>65,682</b>	<b>36,989</b>

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer: **MYRON BONTRAGER** Date: \_\_\_\_\_  
 Type or print name and title: **PRESIDENT**

**Paid Preparer Use Only**

Print/Type preparer's name: **MARTHA ELLIOTT** Preparer's signature: **MARTHA ELLIOTT** Date: **09/01/22** Check  if self-employed PTIN: **P00234702**

Firm's name: **INSIGHT ACCOUNTING GROUP, PC** Firm's EIN: **20-3708395**

Firm's address: **1832 W LINCOLN AVE GOSHEN, IN 46526-5918** Phone no.: **574-534-4040**

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No

For Paperwork Reduction Act Notice, see the separate instructions.

Form **990** (2021)

**Part III Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

**IMPROVE THE DOWNTOWN OF GOSHEN, INDIANA**

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?  Yes  No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?  Yes  No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ **20,520** including grants of \$ **18,418** ) (Revenue \$ )  
**REHAB AND RENOVATE STORE FRONTS**

4b (Code: ) (Expenses \$ **153,854** including grants of \$ ) (Revenue \$ **27,533** )  
**DEVELOP PROGRAMS AND PLAN EVENTS (1ST FRIDAYS AND SOMETIMES SATURDAY OF EACH MONTH) TO BRING PEOPLE TO THE DOWNTOWN AREA, INCLUDING FIRE & ICE AND OTHER EVENTS.**

4c (Code: ) (Expenses \$ **N/A** including grants of \$ ) (Revenue \$ )

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses **174,374**

**Part IV Checklist of Required Schedules**

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	<b>X</b>	
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	<b>X</b>	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I		<b>X</b>
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II		<b>X</b>
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? If "Yes," complete Schedule C, Part III		<b>X</b>
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I		<b>X</b>
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II		<b>X</b>
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III		<b>X</b>
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV		<b>X</b>
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? If "Yes," complete Schedule D, Part V		<b>X</b>
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI		<b>X</b>
b Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII		<b>X</b>
c Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII		<b>X</b>
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX		<b>X</b>
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X		<b>X</b>
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X		<b>X</b>
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII		<b>X</b>
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional		<b>X</b>
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		<b>X</b>
14a Did the organization maintain an office, employees, or agents outside of the United States?		<b>X</b>
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV		<b>X</b>
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV		<b>X</b>
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV		<b>X</b>
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I. See instructions		<b>X</b>
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II		<b>X</b>
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III		<b>X</b>
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		<b>X</b>
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		<b>X</b>

**Part IV Checklist of Required Schedules (continued)**

		Yes	No
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a	<b>Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28	Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):		
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If "Yes," complete Schedule L, Part IV		X
b	A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV		X
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? If "Yes," complete Schedule L, Part IV		X
29	Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34	Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36	<b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? <b>Note:</b> All Form 990 filers are required to complete Schedule O.	X	

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable		
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		

**Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)**

Yes No

<b>2a</b>	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	<b>2a</b>	0		
<b>b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file. See instructions.	<b>2b</b>			
<b>3a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year?	<b>3a</b>			X
<b>b</b>	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	<b>3b</b>			
<b>4a</b>	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	<b>4a</b>			X
<b>b</b>	If "Yes," enter the name of the foreign country ▶ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
<b>5a</b>	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	<b>5a</b>			X
<b>b</b>	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	<b>5b</b>			X
<b>c</b>	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	<b>5c</b>			
<b>6a</b>	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	<b>6a</b>			X
<b>b</b>	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	<b>6b</b>			
<b>7</b>	<b>Organizations that may receive deductible contributions under section 170(c).</b>				
<b>a</b>	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	<b>7a</b>			X
<b>b</b>	If "Yes," did the organization notify the donor of the value of the goods or services provided?	<b>7b</b>			
<b>c</b>	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	<b>7c</b>			X
<b>d</b>	If "Yes," indicate the number of Forms 8282 filed during the year	<b>7d</b>			
<b>e</b>	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	<b>7e</b>			X
<b>f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	<b>7f</b>			X
<b>g</b>	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	<b>7g</b>			X
<b>h</b>	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	<b>7h</b>			X
<b>8</b>	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	<b>8</b>			
<b>9</b>	<b>Sponsoring organizations maintaining donor advised funds.</b>				
<b>a</b>	Did the sponsoring organization make any taxable distributions under section 4966?	<b>9a</b>			
<b>b</b>	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	<b>9b</b>			
<b>10</b>	<b>Section 501(c)(7) organizations.</b> Enter:				
<b>a</b>	Initiation fees and capital contributions included on Part VIII, line 12	<b>10a</b>			
<b>b</b>	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	<b>10b</b>			
<b>11</b>	<b>Section 501(c)(12) organizations.</b> Enter:				
<b>a</b>	Gross income from members or shareholders	<b>11a</b>			
<b>b</b>	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	<b>11b</b>			
<b>12a</b>	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?	<b>12a</b>			
<b>b</b>	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	<b>12b</b>			
<b>13</b>	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>				
<b>a</b>	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	<b>13a</b>			
<b>b</b>	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	<b>13b</b>			
<b>c</b>	Enter the amount of reserves on hand	<b>13c</b>			
<b>14a</b>	Did the organization receive any payments for indoor tanning services during the tax year?	<b>14a</b>			X
<b>b</b>	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	<b>14b</b>			
<b>15</b>	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	<b>15</b>			X
<b>16</b>	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	<b>16</b>			X
<b>17</b>	<b>Section 501(c)(21) organizations.</b> Did the trust, any disqualified person, or mine operator engage in activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	<b>17</b>			

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year. If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
1a	13		
b	Enter the number of voting members included on line 1a, above, who are independent		
1b	13		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?	X	
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	X	
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
7b			X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body?	X	
8a		X	
b	Each committee with authority to act on behalf of the governing body?	X	
8b		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O		X
9			X

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
10b			
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
12b		X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done	X	
12c		X	
13	Did the organization have a written whistleblower policy?		X
14	Did the organization have a written document retention and destruction policy?		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a	The organization's CEO, Executive Director, or top management official		X
15a			X
b	Other officers or key employees of the organization		X
15b			X
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.		
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
16a			X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		
16b			

**Section C. Disclosure**

- 17 List the states with which a copy of this Form 990 is required to be filed ► **IN**
- 18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website  Another's website  Upon request  Other (explain on Schedule O)
- 19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20 State the name, address, and telephone number of the person who possesses the organization's books and records ►  
**AMY PHELPS**  
**GOSHEN**  
**234 S. MAIN STREET**  
**IN 46526**  
**574-533-5171**

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's current officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's current key employees, if any. See instructions for definition of "key employee."
- List the organization's five current highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's former officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's former directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations. See the instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) JUSTIN BELL	0.00									
DIRECTOR	0.00	X					0	0	0	
(2) MYRON BONTRAGER	0.00									
DIRECTOR	0.00	X		X			0	0	0	
(3) DENISE DAVIS	0.00									
PRESIDENT	0.00	X		X			0	0	0	
(4) JULIA GAUTSCHE	0.00									
DIRECTOR	0.00	X					0	0	0	
(5) JON HUNSBERGER	0.00									
DIRECTOR	0.00	X					0	0	0	
(6) NICK KIEFFER	0.00									
DIRECTOR	0.00	X					0	0	0	
(7) JULIA KING	0.00									
DIRECTOR	0.00	X					0	0	0	
(8) MAGGIE OKPONOB I	0.00									
VP	0.00	X		X			0	0	0	
(9) AMY PHELPS	0.00									
TREASURER	0.00	X		X			0	0	0	
(10) JESSE SENSENIG	0.00									
DIRECTOR	0.00	X					0	0	0	
(11) TARA SPARKS	0.00									
SECRETARY	0.00	X		X			0	0	0	



**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)**

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12) JEREMY STUTSMAN	0.00									
DIRECTOR	0.00	X					0	0	0	
(13) ANNE THIEL	0.00									
DIRECTOR	0.00	X					0	0	0	
<b>1b Subtotal</b>										
<b>c Total from continuation sheets to Part VII, Section A</b>										
<b>d Total (add lines 1b and 1c)</b>										

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **0**

	Yes	No
<b>3</b> Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
<b>4</b> For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		X
<b>5</b> Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	1a Federated campaigns	1a				
	b Membership dues	1b	24,595			
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e	70,000			
	f All other contributions, gifts, grants, and similar amounts not included above	1f	38,586			
	g Noncash contributions included in lines 1a-1f	1g	\$			
	<b>h Total. Add lines 1a-1f</b>			133,181		
	<b>Program Service Revenue</b>	2a PARTICIPANT FEES	Business Code	713990	13,930	13,930
b ADMINISTRATION FEES			713990	7,164	7,164	
c CONCESSION			713990	2,848	2,848	
d MERCHANT/QUICKBOOKS FEES			713990	1,659	1,659	
e TICKET SALES				248	248	
f All other program service revenue						
<b>g Total. Add lines 2a-2f</b>				25,849		
<b>Other Revenue</b>	3 Investment income (including dividends, interest, and other similar amounts)					
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6a Gross rents	(i) Real				
		(ii) Personal				
		6a				
	b Less: rental expenses	6b				
	c Rental inc. or (loss)	6c				
	d Net rental income or (loss)					
	7a Gross amount from sales of assets other than inventory	(i) Securities				
		(ii) Other				
		7a				
	b Less: cost or other basis and sales exps.	7b				
	c Gain or (loss)	7c				
d Net gain or (loss)						
8a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18						
	8a					
	b Less: direct expenses	8b				
c Net income or (loss) from fundraising events						
9a Gross income from gaming activities. See Part IV, line 19						
	9a					
	b Less: direct expenses	9b				
c Net income or (loss) from gaming activities						
10a Gross sales of inventory, less returns and allowances						
	10a					
	b Less: cost of goods sold	10b				
c Net income or (loss) from sales of inventory						
<b>Miscellaneous Revenue</b>	11a MISCELLANEOUS INCOME	Business Code		1,425	1,425	
	b MERCHANDISE SALES			260	260	
	c					
	d All other revenue					
	<b>e Total. Add lines 11a-11d</b>			1,685		
<b>12 Total revenue. See instructions</b>			160,715	27,534	0	0

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21	18,418	18,418		
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (nonemployees):				
a Management	151,908	151,908		
b Legal	201		201	
c Accounting	4,609		4,609	
d Lobbying				
e Professional fundraising services. See Part IV, line 7				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion				
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy				
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	1,946	1,946		
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a DGI ADMINISTRATION FEES	7,164		7,164	
b FACADE PROGRAM: PROGRAM CO	2,102	2,102		
c OTHER: TASK FORCE MEETINGS	1,623		1,623	
d OTHER: MISCELLANEOUS EXPEN	1,437		1,437	
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	189,408	174,374	15,034	0
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
<b>Assets</b>	<b>1</b> Cash—non-interest-bearing	<b>65,682</b>	<b>1</b>	<b>36,989</b>
	<b>2</b> Savings and temporary cash investments		<b>2</b>	
	<b>3</b> Pledges and grants receivable, net		<b>3</b>	
	<b>4</b> Accounts receivable, net		<b>4</b>	
	<b>5</b> Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		<b>5</b>	
	<b>6</b> Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		<b>6</b>	
	<b>7</b> Notes and loans receivable, net		<b>7</b>	
	<b>8</b> Inventories for sale or use		<b>8</b>	
	<b>9</b> Prepaid expenses and deferred charges		<b>9</b>	
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	<b>10a</b>		
	<b>b</b> Less: accumulated depreciation	<b>10b</b>		<b>10c</b>
	<b>11</b> Investments—publicly traded securities		<b>11</b>	
	<b>12</b> Investments—other securities. See Part IV, line 11		<b>12</b>	
	<b>13</b> Investments—program-related. See Part IV, line 11		<b>13</b>	
	<b>14</b> Intangible assets		<b>14</b>	
	<b>15</b> Other assets. See Part IV, line 11		<b>15</b>	
<b>16</b> Total assets. Add lines 1 through 15 (must equal line 33)		<b>65,682</b>	<b>16</b>	<b>36,989</b>
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses		<b>17</b>	
	<b>18</b> Grants payable		<b>18</b>	
	<b>19</b> Deferred revenue		<b>19</b>	
	<b>20</b> Tax-exempt bond liabilities		<b>20</b>	
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D		<b>21</b>	
	<b>22</b> Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		<b>22</b>	
	<b>23</b> Secured mortgages and notes payable to unrelated third parties		<b>23</b>	
	<b>24</b> Unsecured notes and loans payable to unrelated third parties		<b>24</b>	
	<b>25</b> Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		<b>25</b>	
	<b>26</b> Total liabilities. Add lines 17 through 25		<b>0</b>	<b>26</b>
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.</b>			
	<b>27</b> Net assets without donor restrictions	<b>65,682</b>	<b>27</b>	<b>36,989</b>
	<b>28</b> Net assets with donor restrictions		<b>28</b>	
	<b>Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.</b>			
	<b>29</b> Capital stock or trust principal, or current funds		<b>29</b>	
	<b>30</b> Paid-in or capital surplus, or land, building, or equipment fund		<b>30</b>	
	<b>31</b> Retained earnings, endowment, accumulated income, or other funds		<b>31</b>	
	<b>32</b> Total net assets or fund balances	<b>65,682</b>	<b>32</b>	<b>36,989</b>
<b>33</b> Total liabilities and net assets/fund balances	<b>65,682</b>	<b>33</b>	<b>36,989</b>	

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	160,715
2	Total expenses (must equal Part IX, column (A), line 25)	2	189,408
3	Revenue less expenses. Subtract line 2 from line 1	3	-28,693
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	65,682
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	36,989

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
3b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

**SCHEDULE A  
(Form 990)**

**Public Charity Status and Public Support**

OMB No 1545-0047

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

**2021**

Department of the Treasury  
Internal Revenue Service

▶ Attach to Form 990 or Form 990-EZ.

Open to Public  
Inspection

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Name of the organization

**DOWNTOWN GOSHEN, INC.**

Employer identification number

**35-1848884**

**Part I Reason for Public Charity Status.** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1  A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2  A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990).)
- 3  A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4  A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state.
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8  A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 9  An agricultural research organization described in section 170(b)(1)(A)(ix) operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university.
- 10  An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 11  An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 12  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete Part IV, Sections A and B.
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete Part IV, Sections A and C.
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete Part IV, Sections A, D, and E.
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete Part IV, Sections A and D, and Part V.
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
  - f Enter the number of supported organizations
  - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
<b>Total</b>						

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule A (Form 990) 2021

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**  
 (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	194,911	236,361	233,120	153,163	133,181	950,736
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	194,911	236,361	233,120	153,163	133,181	950,736
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						1,450
6 Public support. Subtract line 5 from line 4						949,286

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
7 Amounts from line 4	194,911	236,361	233,120	153,163	133,181	950,736
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						950,736
12 Gross receipts from related activities, etc. (see instructions)					12	171,596
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ▶ <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

14 Public support percentage for 2021 (line 6, column (f) divided by line 11, column (f))	14	99.85 %
15 Public support percentage from 2020 Schedule A, Part II, line 14	15	100.00 %
16a 33 1/3% support test—2021. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input checked="" type="checkbox"/>		
b 33 1/3% support test—2020. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
17a 10%-facts-and-circumstances test—2021. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
b 10%-facts-and-circumstances test—2020. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ <input type="checkbox"/>		

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge						
<b>6</b> Total. Add lines 1 through 5						
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons						
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
<b>c</b> Add lines 7a and 7b						
<b>8</b> Public support. (Subtract line 7c from line 6.)						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
<b>9</b> Amounts from line 6						
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
<b>c</b> Add lines 10a and 10b						
<b>11</b> Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
<b>13</b> Total support. (Add lines 9, 10c, 11, and 12.)						

**14** First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2021 (line 8, column (f), divided by line 13, column (f))	<b>15</b>	%
<b>16</b> Public support percentage from 2020 Schedule A, Part III, line 15	<b>16</b>	%

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for 2021 (line 10c, column (f), divided by line 13, column (f))	<b>17</b>	%
<b>18</b> Investment income percentage from 2020 Schedule A, Part III, line 17	<b>18</b>	%

**19a** 33 1/3% support tests—2021. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

**b** 33 1/3% support tests—2020. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

**20** Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions



**Part IV Supporting Organizations**

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b <b>Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c <b>Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

**Part IV Supporting Organizations (continued)**

		Yes	No
<b>11</b>	Has the organization accepted a gift or contribution from any of the following persons?		
<b>a</b>	A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?		
<b>b</b>	A family member of a person described on line 11a above?		
<b>c</b>	A 35% controlled entity of a person described on line 11a or 11b above? <i>If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.</i>		

**Section B. Type I Supporting Organizations**

		Yes	No
<b>1</b>	Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? <i>If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i>		
<b>2</b>	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.</i>		

**Section C. Type II Supporting Organizations**

		Yes	No
<b>1</b>	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>		

**Section D. All Type III Supporting Organizations**

		Yes	No
<b>1</b>	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
<b>2</b>	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>		
<b>3</b>	By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i>		

**Section E. Type III Functionally Integrated Supporting Organizations**

<b>1</b>	Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
<b>a</b>	<input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
<b>b</b>	<input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
<b>c</b>	<input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).		
<b>2</b>	Activities Test. Answer lines 2a and 2b below.		
<b>a</b>	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>		
<b>b</b>	Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>		
<b>3</b>	Parent of Supported Organizations. Answer lines 3a and 3b below.		
<b>a</b>	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>If "Yes" or "No," provide details in Part VI.</i>		
<b>b</b>	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>		

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

- 1  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in Part VI*). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	
Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors ( <i>explain in detail in Part VI</i> ):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	
Section C – Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)**

Section D – Distributions		Current Year		
1	Amounts paid to supported organizations to accomplish exempt purposes			
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity			
3	Administrative expenses paid to accomplish exempt purposes of supported organizations			
4	Amounts paid to acquire exempt-use assets			
5	Qualified set-aside amounts (prior IRS approval required—provide details in Part VI)			
6	Other distributions (describe in Part VI). See instructions.			
7	Total annual distributions. Add lines 1 through 6.			
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.			
9	Distributable amount for 2021 from Section C, line 6			
10	Line 8 amount divided by line 9 amount			
Section E – Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2021	(iii) Distributable Amount for 2021
1	Distributable amount for 2021 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2021 (reasonable cause required—explain in Part VI). See instructions.			
3	Excess distributions carryover, if any, to 2021			
a	From 2016			
b	From 2017			
c	From 2018			
d	From 2019			
e	From 2020			
f	Total of lines 3a through 3e			
g	Applied to underdistributions of prior years			
h	Applied to 2021 distributable amount			
i	Carryover from 2016 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4	Distributions for 2021 from Section D, line 7: \$			
a	Applied to underdistributions of prior years			
b	Applied to 2021 distributable amount			
c	Remainder. Subtract lines 4a and 4b from line 4.			
5	Remaining underdistributions for years prior to 2021, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6	Remaining underdistributions for 2021 Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7	Excess distributions carryover to 2022. Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2017			
b	Excess from 2018			
c	Excess from 2019			
d	Excess from 2020			
e	Excess from 2021			



**Schedule B  
(Form 990)**

 Department of the Treasury  
Internal Revenue Service

**Schedule of Contributors**

 ▶ Attach to Form 990 or Form 990-PF.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2021**

Name of the organization

Employer identification number

**DOWNTOWN GOSHEN, INC.**
**35-1848884**

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

 501(c)( **3** ) (enter number) organization

 4947(a)(1) nonexempt charitable trust not treated as a private foundation

 527 political organization

Form 990-PF

 501(c)(3) exempt private foundation

 4947(a)(1) nonexempt charitable trust treated as a private foundation

 501(c)(3) taxable private foundation

 Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

**General Rule**

- For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

**Special Rules**

- For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$

**Caution:** An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it must answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

For Paperwork Reduction Act Notice, see the instructions for Form 990, 990-EZ, or 990-PF.

Schedule B (Form 990) (2021)

Name of organization **DOWNTOWN GOSHEN, INC.** Employer identification number **35-1848884**

**Part I Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	CITY OF GOSHEN 203 S. 5TH STREET GOSHEN IN 46526	\$ 70,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	COMMUNITY FOUNDATION OF ELKHART CO 300 NIBCO PKWY #301 ELKHART IN 46516	\$ 10,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	GOSHEN HEALTH 200 HIGH PARK AVE GOSHEN IN 46526	\$ 15,325	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

**SCHEDULE O  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2021**

Open to Public  
Inspection

Name of the organization

**DOWNTOWN GOSHEN, INC.**

Employer identification number

**35-1848884**

**FORM 990, PART VI, LINE 6 - CLASSES OF MEMBERS OR STOCKHOLDERS**

**THE ORGANIZATION HAS MEMBERS WHO HAVE THE POWER TO ELECT OR APPOINT MORE MEMBERS TO THE GOVERNING BODY.**

**FORM 990, PART VI, LINE 7A - ELECTION OF MEMBERS AND THEIR RIGHTS**

**THE ORGANIZATION HAS MEMBERS WHO HAVE THE POWER TO ELECT OR APPOINT ONE OR MORE MEMBERS TO THE GOVERNING BODY.**

**FORM 990, PART VI, LINE 11B - ORGANIZATION'S PROCESS TO REVIEW FORM 990**

**A COPY OF THE 990 RETURN WILL BE MADE AVAILABLE TO ALL BOARD MEMBERS FOR THEIR REVIEW PRIOR TO FILING.**

**FORM 990, PART VI, LINE 12C - ENFORCEMENT OF CONFLICTS POLICY**

**BOARD MEMBERS ARE TO ANNUALLY DISCLOSE ANY CONFLICT OF INTERESTS.**

**FORM 990, PART VI, LINE 19 - GOVERNING DOCUMENTS DISCLOSURE EXPLANATION**

**A COPY OF THE 990 RETURN IS AVAILABLE TO THE PUBLIC UPON REQUEST.**



<b>Form 990</b>	<b>Tax Return History</b>	<b>2021</b>
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Name **DOWNTOWN GOSHEN, INC.** Employer Identification Number **35-1848884**

	2017	2018	2019	2020	2021	2022
Contributions, gifts, grants	166,697	207,784	206,170	150,463	108,586	
Membership dues	28,214	28,577	26,950	2,700	24,595	
Program service revenue	31,951	38,824	37,492	14,103	25,849	
Capital gain or loss						
Investment income						
Fundraising revenue (income/loss)						
Gaming revenue (income/loss)						
Other revenue	1,056	3,871	12,531	4,234	1,685	
<b>Total revenue</b>	<b>227,918</b>	<b>279,056</b>	<b>283,143</b>	<b>171,500</b>	<b>160,715</b>	
Grants and similar amounts paid				18,330	18,418	
Benefits paid to or for members						
Compensation of officers, etc.						
Other compensation						
Professional fees	21,716	22,480	299,914	184,543	156,718	
Occupancy costs	1,200	1,200	500			
Depreciation and depletion						
Other expenses	180,265	191,928	29,564	26,281	14,272	
<b>Total expenses</b>	<b>203,181</b>	<b>215,608</b>	<b>329,978</b>	<b>229,154</b>	<b>189,408</b>	
<b>Excess or (Deficit)</b>	<b>24,737</b>	<b>63,448</b>	<b>-46,835</b>	<b>-57,654</b>	<b>-28,693</b>	
<b>Total exempt revenue</b>	<b>227,918</b>	<b>279,056</b>	<b>283,143</b>	<b>171,500</b>	<b>160,715</b>	
Total unrelated revenue						
<b>Total excludable revenue</b>	<b>33,007</b>	<b>42,695</b>	<b>50,023</b>	<b>18,337</b>	<b>27,534</b>	
<b>Total Assets</b>	<b>106,723</b>	<b>170,171</b>	<b>123,336</b>	<b>65,682</b>	<b>36,989</b>	
<b>Total Liabilities</b>						
<b>Net Fund Balances</b>	<b>106,723</b>	<b>170,171</b>	<b>123,336</b>	<b>65,682</b>	<b>36,989</b>	

6187 Downtown Goshen, Inc.  
35-1848884  
FYE: 12/31/2021

## Federal Statements

9/1/2022 12:25 PM

### Schedule A, Part II, Line 1(e)

Description	Amount
DGI MEMBERSHIPS	\$ 24,595
GOVERNMENT GRANT	70,000
OTHER EVENTS	
RIVERBEND FILM FESTIVAL SPONSORS	28,586
FIRST FRIDAY SPONSORS	
FACADE GRANT AND SPONSORS	10,000
GRANTS	
TOTAL	<u>\$ 133,181</u>

**Federal Statements****Schedule A, Part II, Line 5 - Excess Gifts**

<u>Donor Name</u>	<u>Total</u>	<u>Excess</u>
ASCENDENT ORTHOPEDIC ALLIANCE, LLC	\$ 10,000	\$
ALUMINUM TRAILER COMPANY	5,000	
CHAMBER OF COMMERCE GOSHEN, INC.	5,500	
GENESIS PRODUCTS	20,000	985
1ST SOURCE BANK	12,000	
INDIANA ARTS COMMISSION	19,480	465
TOTAL	<u>\$ 71,980</u>	<u>\$ 1,450</u>

6187 Downtown Goshen, Inc.  
35-1848884  
FYE: 12/31/2021

## Federal Statements

9/1/2022 12:25 PM

### Schedule A, Part II, Line 12 - Current year

<u>Description</u>	<u>Amount</u>
PARTICIPANT FEES	13,930
ADMINISTRATION FEES	7,164
MERCHANT/QUICKBOOKS FEES	1,659
TICKET SALES	248
CONCESSION	2,848
MISCELLANEOUS INCOME	1,425
MERCHANDISE SALES	260
TOTAL	<u>27,534</u>

# Downtown Goshen, Inc.

## Budget Overview: 2022 Budget - FY22 P&L Classes

January - December 2022

	FACADE GRANT PROGRAM	FIRST FRIDAYS PROGRAM	GENERAL OPERATING	TOTAL
<b>Income</b>				
4000 Corporate		102,000	260	\$102,260
4002 Grant		26,500		\$26,500
4002.1 Government Grant	20,000	50,000		\$70,000
<b>Total 4002 Grant</b>	<b>20,000</b>	<b>76,500</b>		<b>\$96,500</b>
4003 DGI Memberships		18,000		\$18,000
4005 Concession		400		\$400
4006 Merchandise Sales		2,500		\$2,500
4007 Participant Fees		11,250		\$11,250
4009 Vendor Fees		5,000		\$5,000
4010 Miscellaneous Income			28	\$28
4011 Administration Fees			10,355	\$10,355
4012 Merchant/Quickbooks Fees		3,235	2,117	\$5,352
4014 Insurance Reimbursement			2,235	\$2,235
<b>Total Income</b>	<b>\$20,000</b>	<b>\$218,885</b>	<b>\$14,995</b>	<b>\$253,880</b>
<b>GROSS PROFIT</b>	<b>\$20,000</b>	<b>\$218,885</b>	<b>\$14,995</b>	<b>\$253,880</b>
<b>Expenses</b>				
5000 Contract Services				\$0
5000.1 DGI Administrator		210,129		\$210,129
5000.2 Accounting			4,300	\$4,300
5000.3 Legal			150	\$150
<b>Total 5000 Contract Services</b>		<b>210,129</b>	<b>4,450</b>	<b>\$214,579</b>
5040 Insurance			2,000	\$2,000
5056 Other				\$0
5056.1 Merchant/Quickbook Fees			2,004	\$2,004
5056.2 Miscellaneous Expense			1,518	\$1,518
<b>Total 5056 Other</b>			<b>3,522</b>	<b>\$3,522</b>
5057 DGI Administration Fees				\$0
5057.1 Current Year DGI Administrator Fees	800	8,755		\$9,555
5057.2 Prior Year DGI Administrator Fees	800			\$800
<b>Total 5057 DGI Administration Fees</b>	<b>1,600</b>	<b>8,755</b>		<b>\$10,355</b>
5060 Facade Program				\$0
5060.1 Program Coordinator	2,304			\$2,304
5060.2 Grant to Business Owners	16,896			\$16,896
<b>Total 5060 Facade Program</b>	<b>19,200</b>			<b>\$19,200</b>
<b>Total Expenses</b>	<b>\$20,800</b>	<b>\$218,885</b>	<b>\$9,972</b>	<b>\$249,657</b>
<b>NET OPERATING INCOME</b>	<b>\$ (800)</b>	<b>\$0</b>	<b>\$5,023</b>	<b>\$4,223</b>
<b>NET INCOME</b>	<b>\$ (800)</b>	<b>\$0</b>	<b>\$5,023</b>	<b>\$4,223</b>

## Downtown Goshen, Inc. Board Members (10.12.2022)

Class	Term Begins	Term Ends	Name	
1 A	01/01/20	12/31/22	Jesse Sensenig	
2 A	01/01/20	12/31/22	Justin Bell	
3 A	01/01/20	12/31/22	Julia King	
4 A	01/01/20	12/31/22	Maggie Okponobi	Vice President
5 A	01/01/20	12/31/22	Myron Bontrager	President
6 B	01/01/21	12/31/23	Julia Gautsche	
7 B	01/01/21	12/31/23	Jon Hunsberger	
8 B	01/01/21	12/31/23	Nick Kieffer	
9 B	01/01/21	12/31/23	Anne Thiel	
10 B	01/01/21	12/31/23	Amy Phelps	Treasurer
11 C	01/01/22	12/31/24	Jeremy Stutsman	
12 C	01/01/22	12/31/24	Jerry Peters	
13 C	01/01/22	12/31/24	Veronica Berkey	
14 C	01/01/22	12/31/24	Kate Steury	
15 C	01/01/22	12/31/24	Larry Crump	
16 C	01/01/22	12/31/24	Emma Eitzen	
17 C	01/01/22	12/31/24	Tara Sparks	Secretary
18				
19				
20				

Class A	2020-2022
Class B	2021-2023
Class C	2022-2024
Class A	2023-2025

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

**With Goshen Historical Society to Provide Volunteer and Membership Growth Coordinator**

This Community Service Partnership Agreement (“Agreement”), entered into by and between the City of Goshen, Indiana (“the City”) and Goshen Historical Society (the “Partner”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. **Purpose of this Agreement; Funds Award.**

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Fifteen Thousand Dollars (\$15,000), to the Partner for eligible costs of the services or program described in Partner’s Community Services Partnership Application, a copy of which is attached hereto and made a part hereof (the “Project”).

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

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

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

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

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

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

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2023, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety, and shall remain in effect through completion of the Project, or December 31, 2023, whichever is later.

5. Funding.

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

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

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

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

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

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

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

C. that Partner is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to the City.



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

9. Compliance with Laws.

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

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

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

D. As required by I.C. § 5-22-3-7:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner and any subcontractors shall comply with requisite affirmative action

requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

14. Contracting with Relatives.

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

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

A. Notices to the City shall be sent to:

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

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

Goshen Historical Society  
Attn: Ron Hoke  
124 S. Main Street  
Goshen, IN 46526  
museum@goshenhistorical.org

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

17. Termination for Breach.

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

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

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

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

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

CITY:

CITY OF GOSHEN, INDIANA

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

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

PARTNER:

GOSHEN HISTORICAL SOCIETY

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

Name: \_\_\_\_\_

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

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



**Community Service Partnership Application  
Program Year 2023**

(Attach additional sheets if space provided is not adequate.)

Applications available: Monday, November 7, 2022.

Applications due: Monday, November 28, 2022.

Application submittal: Please submit one signed original, with attachments. No copies required. Submittal may be made via email.

Applications due to: Denise Blenner 202 S. Fifth, Goshen, IN 46528; [mayor@goshencity.com](mailto:mayor@goshencity.com)

Call 533-9322 with questions.

*Summary of Community Service Partnership Priorities*

Each activity must meet one of the following priorities:

1. Address a goal that has been identified in the Goshen Comprehensive Plan:  
<https://goshenindiana.org/planning-zoning>
2. Address a goal that has been identified in the CDBG Five Year Consolidated Plan:  
[https://goshenindiana.org/media/uploads/0/8255\\_2020-2024-Consolidated-Plan\\_2020-AAP\\_Final.pdf](https://goshenindiana.org/media/uploads/0/8255_2020-2024-Consolidated-Plan_2020-AAP_Final.pdf)
3. Meet an urgent community development need.

Community Services Partnership funds for program year 2023 may not become available until sometime after July 1, 2023. If an award is made, program expenses may be incurred starting January 1, 2023, but no claims will be paid until grant agreements are approved by the Board of Public Works and signed.

Organization: Goshen Historical Society

Organization Address: 124 S Main St., Goshen, IN 46526

Mailing Address: Same as above

Contact Person: Ron Hoke

Phone Number: Home:574-538-3933;Museum:574-975-0033

Email address: museum@goshenhistorical.org

Project Title: Museum Growth Coordinator

Community Service award requested: \$ 15,000.00

Expected number of individuals to benefit from this project: All museum patrons

4. Describe how the project will meet one or more of the objectives identified in the Goshen Comprehensive Plan, CDBG Consolidated Plan or meet an urgent community development need.

E-3: Support the development of small, locally-owned businesses  
 7. Encourage residents to support locally owned businesses The Goshen Historical Society Museum contributes added value to the local business community by posting their advertisements in our newsletters, providing research and historical information about buildings and properties, and utilizing locally owned businesses as a source for our operating needs. The GC will assist to support these efforts.

E-8: Promote travel and tourism in Goshen  
 1. Participate in the Elkhart County Convention and Visitors Bureau and the Goshen Chamber's efforts to market Goshen to visitors - the GC participates in local meetings and DGI activities and represents the museum for the Elkhart County Museum Association. The GC represents the museum at public events, such as the EC 4H Fair to promote the downtown area.

2. Protect, develop and promote the architectural, cultural and entertainment amenities in downtown Goshen - We are in the middle of a capitol campaign to renovate our building front, provide ADA accessibility, and to restore our second level as it was mid-1900's. The GC will assist with locating potential funding sources to maintain our building as a historical landmark and to sustain preservation efforts

3. Continue to develop quality of life amenities that add value for both residents and visitors. The GC will strive to maintain a public presence for the museum during First Fridays and special downtown events and develop interactive opportunities for the general public.

5. What are the measurable goals and timeline for this project or program? How will you define and measure success?

Membership growth: We exceeded the goal of 20-30 new members in 2022. The GC will continue work to gain 20-30 new members in 2023

Volunteer growth: The GC will work to train new volunteers, as needed, and keep records of the training and volunteer hours accumulated throughout the year

Museum growth and development: Grant writing; the GC will complete 3-5 new grant applications to support museum projects, general operations, and special events

6. Please describe the population who will benefit from this project or program. Include demographic information in this description (age, income, ethnicity, race, etc.)

**Organizational Characteristics**

IRS nonprofit status non-profit

Years in operation 42

Number of full-time paid staff 0

Number of part-time paid staff 1

Number of volunteer staff 24

Number of Board members 13 Board, 8 Auxiliary

Acct Number	Expense Description	2022 Budget		2021 to 12/31
52000	Building Expenses			
52100	Utilities	6,080		
52101	Museum NIPSCO		5,400	4,421
52102	Booth NIPSCO		420	396
52103	Water & Sewer		360	313
52200	Insurance	2,000		1,887
52300	Repairs and Maintenance	2,500		
52301	Trash - Bakery		288	288
52302	FFS Alarm Company		475	441
52303	Koorsen		150	101
52304	BW Cook - Bill's P H		400	129
52305	Hardware - Awning		1,000	409
52400	Custodial supplies		100	36
53000	Advertising & Promotions			
53100	Advertising	250		
53200	newsletter (printing & postage)	1,500		1,565
53300	promotional brochures	1,000		32
53400	internet and social media	1,000		15
53500	publications/books	1,250		180
53600	oral histories	1,500		
54000	Office General Administrative Expenses			
54200	office expenses	5,500		5,270
54201	Atlas IT		4,000	
54202	Copier contract			

54203	Office supplies (paper, letterheads, ink, etc.)		1,500	
54300	Phone & Internet (Comcast)	1,500		1,684
54400	postage & shipping	300		322
54500	Service charges	25		28
54600	Service contracts	700		540
55000	Collections Expenses	2,000		19
55100	Accession Purchases		250	
55200	Collection Maintenance		500	400
55300	Display Materials & Supplies		1,250	415
56000	Fundraisers and Events	600		111
56100	Annual Meeting & First Fridays		400	180
56150	Retreat expenses		100	
56200	Garage Sale		100	134
57000	Dues & Subscriptions	1,250		
57100	EID		355	364
57300	Association Memberships		850	1,430
	paid position grant from city (separate restricted fund)	15,000		
	TOTAL	43,955		21,110
account #	Incomes	2022 Budget		2021 to 12/31
45100	memberships (indiv only)	16,000		15,975
45300	sponsorships (business and life indiv.)	4,500		6,100
46000	fundraisers (net spc events-garage sale, fall event))	2,000		2,334
41000	misc. (donation jars & unrestricted donations)	5,000		12,875



47100	Gift shop and sales of products	3,000		3,506
44100	C FEC Distribution	1,200		1,160
44200	Goshen City grant	15,000		3,000
44300	Restricted grant projects donations	0		1,155
	<b>TOTAL</b>	<b>46,700</b>		<b>46,105</b>

	12/31/21				12/31/20				12/31/21
	Current Year-to-Date		Prior Year-to-Date		Current Year-to-Date		Prior Year-to-Date		
	Unrestricted / Operating	Restricted / Designated	Fixed Assets	Total	Unrestricted / Operating	Restricted / Designated	Fixed Assets	Total	Endowment
101	48,564	39,900	0	88,564	41,915	32,229	0	74,145	39,260
102	515	0	0	515	514	0	0	514	0
103	0	0	0	0	0	0	0	0	0
104	0	0	0	0	0	0	0	0	0
105	0	0	0	0	0	0	0	0	0
106	0	0	0	0	0	0	0	0	0
107	0	0	0	0	0	0	0	0	0
108	0	0	0	0	0	0	0	0	0
109	0	0	0	0	0	0	0	0	0
110	0	0	0	0	0	0	0	0	0
111	0	0	0	0	0	0	0	0	0
112	0	0	0	0	0	0	0	0	0
113	0	0	0	0	0	0	0	0	0
114	0	0	0	0	0	0	0	0	0
115	0	0	0	0	0	0	0	0	0
116	0	0	0	0	0	0	0	0	0
117	0	0	0	0	0	0	0	0	0
118	0	0	0	0	0	0	0	0	0
119	49,179	39,900	87,339	186,418	42,430	32,229	91,329	165,988	39,260
120	0	0	0	0	0	0	0	0	0
121	429	0	0	429	102	0	0	102	0
122	429	0	0	429	102	0	0	102	0
123	0	0	0	0	0	0	0	0	0
124	0	0	0	0	0	0	0	0	0
125	42,328	32,229	91,329	165,887	30,626	31,306	98,020	157,951	31,899
126	(13,906)	13,806	0	0	0	0	0	0	0
127	20,228	(10,700)	10,700	20,103	11,702	924	(4,690)	7,935	7,361
128	46,750	4,565	(4,690)	185,989	42,328	32,229	91,329	185,887	39,260
129	0	39,900	97,339	185,989	0	32,229	91,329	185,887	0
130	0	0	0	0	0	0	0	0	0
131	46,179	39,900	97,339	185,418	42,430	32,229	91,329	165,988	39,260
132	0	0	0	0	0	0	0	0	0
133	48,750	15,002	97,339	146,089	42,328	14,977	91,329	133,657	0
134	0	19,077	0	19,077	0	13,218	0	14,977	0
135	0	1,400	0	1,400	0	28,195	0	14,977	0
136	0	35,479	87,339	180,168	42,328	235	91,329	13,218	0
137	0	485	0	485	0	506	0	235	0
138	0	0	0	0	0	0	0	506	0
139	0	(1,535)	0	0	0	240	0	240	0
140	0	2,640	0	2,640	0	1,354	0	1,354	0
141	0	1,131	0	1,131	0	200	0	1,354	0
142	0	200	0	200	0	1,500	0	200	0
143	0	1,500	0	1,500	0	0	0	200	0
144	0	0	0	0	0	0	0	0	0
145	0	0	0	0	0	0	0	0	0
146	0	0	0	0	0	0	0	0	0
147	48,750	39,900	97,339	186,124	42,328	32,229	91,329	164,387	39,260

	12/31/21					12/31/20					Endowment
	Unrestricted / Operating	Restricted / Designated	Fixed Assets	Total		Unrestricted / Operating	Restricted / Designated	Fixed Assets	Total		
201 Gothen Historical Society											
202 Activities Statement											
203											
204											
205											
206 Operations Budget											
207 Contributions	12,875	4,900		17,775		14,254	6,915	0	21,169		2,105
208 Endowment contributions	0			0		0	0	0	0		0
209 Gifts-in-kind	0			0		0	0	0	0		0
210 Grants	1,180	3,000		4,180		1,090	0	0	1,090		526
211 Membership dues	22,075			22,075		14,315	0	0	14,315		
212 Sponsorships	0			0		0	0	0	0		
213 Fundraisers (net)	2,200	0		2,200		522	0	0	0		
214 Sales (net)	2,227	0		2,227		31	(1,214)	0	(982)		
215 Interest / Investment Income	41	48		90		0	224	0	255		5,890
216 Miscellaneous Income	8			8		0	0	0	0		
217 Total revenues	40,586	7,948	0	48,535		30,212	5,925	0	36,137		8,521
218											
219 Building expenses	8,481		3,069	11,550		8,856	0	3,069	11,927		
220 Advertising, newsletter, etc	1,902	2,312		4,214		1,478	1,400	0	2,878		
221 Office expenses	6,081	0	1,621	7,703		5,794	0	1,621	7,415		
222 Telephone and Internet	1,684			1,684		1,504	0	0	1,504		
223 Collections expense	434	1,073		1,506		119	3,601	0	3,720		
224 Memberships and conferences	1,794			1,794		687	0	0	687		
225 Miscellaneous expense	1			1		71	0	0	71		
226 Endowment set-up		0		0		0	0	0	0		
227 Grants											
228	20,358	3,385	4,690	28,432		18,510	5,001	4,690	28,202		1,190
229											
230 Net operating income / (loss)	20,228	4,565	(4,690)	20,103		11,702	924	(4,690)	7,935		7,361

	12/31/21 Actual	Budget YTD	Over / (Under)	Full Budget	City Grants (Restricted)	DGI (Restricted)	Greatest Needs (Des / Rest)	Memorials (Restricted)	Model T (Restricted)	Oral History (Des / Rest)	12/31/21 Total
301 Gothen Historical Society											
302 Operating Comparison to Budget											
303											
304 Contributions	12,875	3,000	8,875	3,000							
305 Grants	1,160		1,160								
307 Memberships and sponsorships	22,675	23,500	(1,425)	23,500							
308 Fundraisers (net)	2,200	3,760	(1,560)	3,760							
309 Sales (net)	2,227	2,500	(273)	2,500							
310 Miscellaneous Income	49	0	49	0							
311 Total Revenues	40,586	32,760	7,826	32,760							
312 Building expenses	8,461	13,700	(5,239)	13,700							
313 Advertising, newsletter, etc	1,902	5,160	(3,258)	5,160							
314 Office expenses	6,081	6,575	(494)	6,575							
315 Telephone and internet	1,884	1,500	184	1,500							
316 Collectors expense	434	2,000	(1,566)	2,000							
317 Memberships and conferences	1,784	1,500	284	1,500							
318 Miscellaneous expense	1	0	1	0							
319 Endowment set-up	0	0	0	0							
320	20,368	30,435	(10,077)	30,435							
321 Net operating income / (loss)											
322	20,228	2,325	17,903	2,325							
323											
324											
325 Reconciliation of Restricted / Designated Funds											
326											
327											
328											
329											
330											
331 Beginning balances	14,977	13,453	506	0	0		240	1,354	200	1,500	32,229
332 Contributions		250		3,000			3,200	50	0	1,400	4,900
333 Grants											3,000
334 Interest	25	25	0								48
335 Transfer from General Fund		15,000									15,000
336 Building capital expense		(9,169)									(9,169)
337 Equipment capital expense											(1,535)
338 Cost of goods sold											(1,194)
339 Advertising / promotional					(688)		(800)				(2,312)
340 Accessions purchases expense			(506)								(874)
341 Collectors maintenance expense											
342 Ending	15,002	18,562	0	0		(1,535)	2,640	(24)	200	2,900	39,900
343								(249)			(249)
344 Backasser								1,131			1,131
345 Harry											
346 Kurneith											
347 Total Memorials								1,131			1,131

Archiving  
Native American collection  
GCH and hospitality

151  
345  
635  
1,131

	01/01/21 Balances	Additions	Deletions	Catch-up Depreciation	Current Year Depreciation	12/31/21 Balances	Available for Withdrawal
401 Gothen Historical Society							
402 Reconciliation of Fixed Assets							
403							
404							
405							
406 Furniture and fixtures	23,386		(231)		(762)	23,165	
407 Accumulated depreciation	(18,430)	0	231	0	(762)	(18,182)	
408 Net furniture and fixtures	4,956		0			3,973	
409							
410 Equipment	5,986	0	0		(628)	5,986	
411 Accumulated depreciation	(3,756)	0	0	0	(628)	(4,384)	
412 Net equipment	2,241		0			1,813	
414 Adams Store							
415 Land	64,755	10,700	0			75,455	
416 Accumulated depreciation	15,000	0	0			15,000	
417 Net Adams Store	(10,189)					(12,518)	
418							
419 Police Booth	69,588	10,700	0	0	(2,332)	77,956	
420 Accumulated depreciation	22,104	0	0		(737)	22,104	
421 Net Police Booth	(7,551)					(8,287)	
422							
423 All fixed assets	14,564	0	0	0	(737)	13,817	
424							
425							
426							
427							
428							
429							
430							
431							
432							
433 Endowment Fund	91,328	10,700	0	0	(4,458)	97,339	
434 Organization Fund							
435 Total CFEC							
436							
437 Summary							
438 Contributions to the funds	22,090					22,090	
439 CFEC grants and gains	20,420					20,420	
440 Withdrawals	(3,250)					(3,250)	
441 Balance	39,260					39,260	
442							
443							
444							
445							
446							
447							

Deletion = Two old items that should not have been treated as fixed assets.

Addition = New HVAC, down payment on swing

Note 1: "Catch-up Depreciation" is a correction for a previous year.

Endowment Reconciliation (Since Inception 05/04/17)	Donor Contributions Note 1	GHS Contributions Note 2	CFEC Match Note 3	Net Investment Gain / (Loss)	Withdrawals	12/31/21 Balances	Available for Withdrawal
433	12,520	3,520	4,808	9,714	(1,750)	25,292	740
434	6,050			5,898	(1,500)	13,868	540
435	18,570	3,520	4,808	15,612	(3,250)	39,260	1,280

Note 1: "Donor Contributions" to the "Endowment Fund" were given directly to CFEC.  
 Note 2: "Donor Contributions" to the "Organization Fund" were given to GHS with instructions to be added to endowment.  
 Note 3: "GHS Contributions" were sent to CFEC from GHS funds.  
 The "CFEC Match" has at various times been based on either 25% or 30% of the donation. This is based only on outside donations, and does not include the amounts that GHS has transferred from its own funds.

	12/31/17	12/31/18	12/31/19	12/31/20	12/31/21
501 Gothen Historical Society					
502 General Fund Five Year History					
503 Balance Sheet					
504					
505					
506 Checking and cash	22,681	28,351	30,353	41,815	48,664
507 Savings	513	513	513	514	515
508 Pledges receivable	500	0	0	0	0
509 Inventory	0	0	0	0	0
510 Current assets	23,694	28,863	30,867	42,430	48,179
511 Total assets	23,694	28,863	30,867	42,430	48,179
512					
513 Accounts payable	0	250	0	0	0
514 Credit card	0	168	241	102	429
515					
516 Total liabilities	0	418	241	102	429
517					
518 Net assets carried forward	19,213	23,694	28,445	30,626	42,328
519 Net income (from below)	4,481	8,751	18,635	11,702	20,228
520 General / Special transfers	0	(4,000)	(16,454)	0	(13,805)
521 Total net assets (unrestricted)	23,694	28,445	30,626	42,328	48,750
522					
523 Total liabilities and net assets	23,694	28,863	30,867	42,430	48,179
524					
525 Activities Statement					
526					
527 Fund raiser (net)	11,233	0	0	0	0
528 Garage sale	3,085	3,783	2,559	0	2,200
529 Annual meeting (net)	(5)	0	0	0	0
530 Total special events	14,313	3,783	2,559	0	2,200
531 Contributions	1,337	3,845	22,173	14,254	12,875
532 Endowment contributions	0	0	25	0	0
533 Gifts-in-kind	0	240	0	0	0
534 Grants	0	0	1,000	1,090	1,160
535 Membership dues and sponsorships	16,378	20,905	15,246	14,315	22,075
536 Sales (net)	(3,461)	1,478	1,942	522	2,227
537 Interest / Investment Income	1	2	9	31	41
538 Miscellaneous income	123	30	81	0	8
539 Total revenues	28,692	30,284	43,024	30,212	40,596
540 Building expenses	9,756	10,040	11,981	8,858	8,461
541 Advertising, newsletter, etc	3,141	2,423	2,450	1,478	1,902
542 Office expenses	7,703	5,562	6,228	5,794	6,081
543 Telephone and Internet	1,147	1,408	1,408	1,504	1,594
544 Collectors expense	1,008	528	935	119	434
545 Memberships and conferences	1,083	1,228	1,257	687	1,794
546 Miscellaneous expense	373	342	140	71	1
547 Total expenses	24,212	21,532	24,400	18,510	20,358
548					
549 Net income / (loss)	4,481	8,751	16,635	11,702	20,228

**Board of Directors for the Goshen Historical Society on November 3, 2022**

**Ron Hoke, president**

**Ellen Straw, vice-president**

**Randy Clouse, treasurer**

**Dale Garber, curator**

**Jackson Beck**

**Bill Bigler**

**Janet Buccicone**

**Wanda Hoffman**

**Jeff Keim**

**Rod Pletcher**

**Chuck Rink**

**Doug Risser**

**Danae Wirth**

**Jane Iwema, secretary (non-board member)**

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

**With Goshen Theater, Inc to Provide Assistance with the Operating Fund**

This Community Service Partnership Agreement (“Agreement”), entered into by and between the City of Goshen, Indiana (“the City”) and Goshen Theater, Inc (the “Partner”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. **Purpose of this Agreement; Funds Award.**

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Seventy-Five Thousand Dollars (\$75,000), to the Partner for eligible costs of the services or program described in Partner’s Community Services Partnership Application, a copy of which is attached hereto and made a part hereof (the “Project”).

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

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

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

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

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

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



B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2023, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety, and shall remain in effect through completion of the Project, or December 31, 2023, whichever is later.

5. Funding.

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

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

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

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

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

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

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

C. that Partner is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to the City.

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

9. Compliance with Laws.

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

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

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

D. As required by I.C. § 5-22-3-7:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner and any subcontractors shall comply with requisite affirmative action

requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

14. Contracting with Relatives.

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

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

A. Notices to the City shall be sent to:

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

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

Goshen Theater, Inc  
Attn: Susan Visser, Executive Director  
216 South Main Street  
Goshen, IN 46526  
execdir@goshentheater.org

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

17. Termination for Breach.

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

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

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

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

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

CITY:

CITY OF GOSHEN, INDIANA

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

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

PARTNER:

GOSHEN THEATER, INC

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

Name: \_\_\_\_\_

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

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

# Community Service Partnership Application Program Year 2023 City of Goshen

**Organization:** Goshen Theater  
**Organization Address:** 216 South Main Street, Goshen, IN  
**Contact Person:** Susan Visser, Executive Director  
**Phone Number:** 574-312-3701  
**Email address:** execdir@goshentheater.org  
**Project Title:** Community Service Award.  
**Requested:** \$75,000

**Expected number of individuals to benefit from this project:** 40,000

**1. Briefly describe the proposed project. Include the need or problem to be addressed, the population (or area) to be served, a description of the work, including who will carry it out, and the proposed schedule of work, including the proposed timing of requests for Community Service funds.**

Goshen Theater is at a turning point in its long life. The recent renovation, followed almost immediately by Covid-related closings, resulted in a period of low activity for the theater. In January, 2022, a new Executive Director was hired and in March, a new Program Director. They join the already strong team, the Front of House Manager/Education Director, and the Technical Director. Together with the Board of Directors, they have created a development plan and a program plan, which will be springboards for a comprehensive strategic planning process involving the staff, board, and community. Programming is already ramping up, with immediate plans for more programs originated by Goshen Theater. This will include theater, music, dance, spoken word, the visual arts, and more. The theater also retains its focus on serving as a community performance venue for other area organizations, as well as a rental venue for meetings and events. The work of the theater is carried out over 12 months each year. One request for Community Service funds is made annually. Goshen Theater's target audience is the City of Goshen and all surrounding areas in Elkhart County and beyond. From the 2020 census, Goshen's total population is 34,517. Median household income: \$50,224. Gender: 51.7% female by birth. Age: 25.2% under 18; 51.7% 65+. Ethnicity: White only, 66.5%; Hispanic/Latinx, 25.8%; Black or African American, 3.7%; Two or more races, 6.2%; Asian 1.4%; American Indian, .3%; Hawaiian/Pacific Islander, .1%.

**2. Complete the line item budget for the proposed project and provide details on how reimbursed costs will be calculated.**

**Item Description:** Operating and Programming Funds  
**Total Amount Community Service Funds:** \$75,000

**3. List the source and amount of other sources of funding, including matching funds and in-kind contributions, expected to be used to support this project. For in-kind contributions, such as volunteer labor, please include the number of hours and dollar value (\$10 per hour) of the volunteer hours.**

The 2023 operating budget is in progress at this time. With the current draft, we are anticipating: \$74,200 in grant funding from various sources, including the Community Foundation of Elkhart County, Service Clubs, Corporations, and Individuals. \$43,200 of this is already in place. Other budgeted contributions include \$6,000 pledged for Strategic Planning. Membership is budgeted to gross \$50,000: \$30,000 from individuals and

*(Goshen Theater Continued)*

\$20,000 from corporations. Earned income from events is projected to be \$161,000 and from rentals, \$70,000. A gala event is budgeted for \$30,000 in gross income. Concessions and bar are projected to be \$26,400. Volunteer hours are estimated at 3,000, for a total of \$30,000 in value.

**4. Describe how the project will meet one or more of the objectives identified in the Goshen Comprehensive Plan, CDBG Consolidated Plan or meet an urgent community development need.**

The historic Goshen Theater occupies a large footprint in our downtown business district and its success contributes to the vibrancy of our downtown businesses, surrounding neighborhoods and the entire city. It meets the following objectives in the Goshen Comprehensive Plan:

- N-1: Revitalize, sustain and enhance urban core neighborhoods
- E-3: Support the development of small, locally-owned businesses
- E-8: Promote travel and tourism in Goshen
- L-1: Prioritize the reuse and redevelopment of existing land and structures
- L-6: Maintain an attractive and vibrant downtown
- C-4: Provide opportunities for arts and cultural engagement

**5. What are the measurable goals and timeline for this project or program? How will you define and measure success?**

One of our primary goals is to maximize the benefits of the public/private investment in GT which allowed us to accomplish the successful Capital Campaign and renovation. GT seeks to demonstrate the value of GT in providing services which are meaningful to the community and which supporters envisioned at the time of the campaign. Our comprehensive strategic planning process in 2023 will include interviews with community stakeholders, public officials, nonprofit partners, students, members and others, with the goal of learning how well GT is serving the needs and desires of the community and what we should focus on going forward. This process will take place during the first quarter of 2023. Our ongoing goal is to provide meaningful arts services to the Goshen community and surrounding areas. A continuous dialogue with community members and theater users, as well as deliberate surveys and questionnaires, will keep our programming on track and relevant.

**6. Please describe the population who will benefit from this project or program. Include demographic information in this description (age, income, ethnicity, race, etc.)**

This is answered in Question #1.

**Organizational Characteristics**

<b>IRS nonprofit status:</b>	501(c)3
<b>Years in operation:</b>	9
<b>Number of full-time paid staff:</b>	2
<b>Number of part-time paid staff:</b>	2, plus temporary event staff
<b>Number of volunteer staff:</b>	100-150
<b>Number of Board members:</b>	14

*(Goshen Theater Continued)*

**Briefly describe the organization's structure, mission statement and services provided.**

The Board of Directors is the overseeing body. The Executive Director is accountable to the Board of Directors. The Executive Director supervises all staff including the Program Director, Technical Director, Front of House Manager/Education Director, and the Bookkeeper. The Program Director and FOH Manager supervise volunteers and cleaning staff. The Technical Director supervises event techs and interns. The Goshen Theater Mission is: Goshen Theater, Inc. serves the Elkhart County community as a premiere arts and event venue promoting the arts and community to people of all ages. A new mission statement will be a part of the strategic planning process and will guide our work going forward. We provide performance space to local, regional, and national performers, meeting space to community members, local organizations, non-profits, educators and businesses, twice monthly free Friday classic movies, and a summer children's theater program-the Goshen Theater Drama Club for children ages 8-14. We also host a film festival and First Friday events. 2023 will include increased live, original programming, such as plays, musicals, cabarets, a visual arts series, collaborations, music, and greater opportunities for youth through our After School Theater Arts Program.

**Certification of Authorization To Submit This Application:**

**I (We) certify to the City of Goshen that the Board of Directors of the organization identified on page 1 of this application authorized the submission of this application.**

**Agency Director:**

**Printed Name, Date:**

Susan Visser, Executive Director      November 27, 2022

**Chairperson, Board of Directors**

**Printed Name, Date:**

Julia Gautsche      November 27, 2022

**Financial and Board Documents:**

**Audit:** Do not have audited financial report

**Budget:** 2022 budget and YTD October 31, Attached

**List of current board members:** Attached



# Goshen Theater, Inc

## Budget Overview: GTI 2022 Budget - FY22 P&L

January - December 2022

	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 2022	JUN 2022	JUL 2022	AUG 2022	SEP 2022	OCT 2022	NOV 2022	DEC 2022	TOTAL
<b>Income</b>													
40-1399 Revenue from Operations													\$0.00
40-1400 Donation Revenue Operations													\$0.00
40-1410 Individual Donors	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	\$14,400.00
40-1414 EID	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$3,000.00
40-1418 Indiana Arts	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	\$15,000.00
40-1420 Corporate Donors	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	\$6,000.00
40-1445 United Way Grant	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00	\$3,000.00
40-1450 Goshen City	0.00	75,000.00	1,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$76,200.00
40-1454 ECCVB	0.00	0.00	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$3,000.00
40-1460 PPP Income	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	\$30,000.00
<b>Total 40-1400 Donation Revenue Operations</b>	<b>5,450.00</b>	<b>83,450.00</b>	<b>6,650.00</b>	<b>8,450.00</b>	<b>5,450.00</b>	<b>5,450.00</b>	<b>8,450.00</b>	<b>5,450.00</b>	<b>5,450.00</b>	<b>5,450.00</b>	<b>5,450.00</b>	<b>5,450.00</b>	<b>\$150,600.00</b>
40-1500 Non Event Rental Revenue													
40-1540 Second Floor - Office 2A	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	833.33	\$9,999.96
40-1580 Membership Income	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	\$30,000.00
<b>Total 40-1500 Non Event Rental Revenue</b>	<b>3,333.33</b>	<b>3,333.33</b>	<b>3,333.33</b>	<b>3,333.33</b>	<b>3,333.33</b>	<b>3,333.33</b>	<b>3,333.33</b>	<b>3,333.33</b>	<b>3,333.33</b>	<b>3,333.33</b>	<b>3,333.33</b>	<b>3,333.33</b>	<b>\$39,999.96</b>
40-1600 Event Revenue													
40-1608 Event Rentals	2,250.00	2,250.00	2,250.00	2,250.00	2,250.00	2,250.00	4,750.00	4,750.00	4,750.00	4,750.00	4,750.00	4,750.00	\$42,000.00
40-1610 Ticket Income	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	\$23,400.00
40-1615 Event Donations	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	\$24,000.00
40-1618 Drama Camp Tuition	625.00	625.00	625.00	625.00	625.00	4,375.00	4,375.00	625.00	625.00	625.00	625.00	625.00	\$15,000.00
40-1620 Concession Income	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	\$16,500.00
<b>Total 40-1600 Event Revenue</b>	<b>8,200.00</b>	<b>8,200.00</b>	<b>8,200.00</b>	<b>8,200.00</b>	<b>8,200.00</b>	<b>11,950.00</b>	<b>14,450.00</b>	<b>10,700.00</b>	<b>10,700.00</b>	<b>10,700.00</b>	<b>10,700.00</b>	<b>10,700.00</b>	<b>\$120,900.00</b>
40-9000 Investment Earnings													
40-9000 Investment Earnings	100.00	100.00	100.00	100.00	100.00	15,100.00	100.00	100.00	100.00	100.00	100.00	15,100.00	\$31,200.00
<b>Total 40-1399 Revenue from Operations</b>	<b>17,083.33</b>	<b>95,083.33</b>	<b>18,283.33</b>	<b>20,083.33</b>	<b>17,083.33</b>	<b>35,833.33</b>	<b>26,333.33</b>	<b>19,583.33</b>	<b>19,583.33</b>	<b>19,583.33</b>	<b>19,583.33</b>	<b>34,583.33</b>	<b>\$342,699.96</b>
40-1800 Capital Campaign Donation Revenue													
40-1452 Redevelopment	0.00	0.00	0.00	0.00	0.00	0.00	115,000.00	0.00	0.00	0.00	0.00	0.00	\$115,000.00
40-1830 - Capital Campaign Donors	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00	0.00	0.00	0.00	0.00	0.00	\$30,000.00
40-1840 - Capital Campaign - RESTRICTED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	0.00	0.00	0.00	0.00	\$100,000.00
<b>Total 40-1800 Capital Campaign Donation Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>145,000.00</b>	<b>100,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$245,000.00</b>
<b>Total Income</b>	<b>\$17,083.33</b>	<b>\$95,083.33</b>	<b>\$18,283.33</b>	<b>\$20,083.33</b>	<b>\$17,083.33</b>	<b>\$35,833.33</b>	<b>\$171,333.33</b>	<b>\$119,583.33</b>	<b>\$19,583.33</b>	<b>\$19,583.33</b>	<b>\$19,583.33</b>	<b>\$34,583.33</b>	<b>\$587,699.96</b>
<b>GROSS PROFIT</b>	<b>\$17,083.33</b>	<b>\$95,083.33</b>	<b>\$18,283.33</b>	<b>\$20,083.33</b>	<b>\$17,083.33</b>	<b>\$35,833.33</b>	<b>\$171,333.33</b>	<b>\$119,583.33</b>	<b>\$19,583.33</b>	<b>\$19,583.33</b>	<b>\$19,583.33</b>	<b>\$34,583.33</b>	<b>\$587,699.96</b>
<b>Expenses</b>													
40-4800 Operations Expenses													
40-4810 Custodial Supplies	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	\$3,600.00
40-4820 Maintenance	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	\$12,000.00
40-4830 Insurance	0.00	13,000.00	0.00	0.00	800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$13,800.00
40-4840 Taxes - EID assessment	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,000.00
40-4850 Office Supplies & Materials	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	\$3,600.00
40-4890 Utilities													\$0.00
40-4891 Electric / Gas	2,300.00	2,300.00	2,300.00	2,300.00	2,300.00	2,300.00	2,300.00	2,300.00	2,300.00	2,300.00	2,300.00	2,300.00	\$27,600.00
40-4892 Water / Sewer	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	\$1,200.00
40-4893 Telephone / Internet	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	\$1,920.00
<b>Total 40-4890 Utilities</b>	<b>2,560.00</b>	<b>2,560.00</b>	<b>2,560.00</b>	<b>2,560.00</b>	<b>2,560.00</b>	<b>2,560.00</b>	<b>2,560.00</b>	<b>2,560.00</b>	<b>2,560.00</b>	<b>2,560.00</b>	<b>2,560.00</b>	<b>2,560.00</b>	<b>\$30,720.00</b>
40-6000 Labor													
40-4875 Payroll Tax Expense	1,275.00	1,275.00	1,275.00	1,275.00	1,275.00	1,275.00	1,275.00	1,275.00	1,275.00	1,275.00	1,275.00	1,275.00	\$15,300.00
40-6010 Executive Director	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	\$60,000.00
40-6011 Technical / Facilities Manager	3,330.00	3,330.00	3,330.00	3,330.00	3,330.00	3,330.00	3,330.00	3,330.00	3,330.00	3,330.00	3,330.00	3,330.00	\$39,960.00
40-6012 Program Manager	2,340.00	2,340.00	2,340.00	2,340.00	2,340.00	2,340.00	2,340.00	2,340.00	2,340.00	2,340.00	2,340.00	2,340.00	\$28,080.00
40-6020 Box Office Manager	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	4,166.67	\$50,000.04
40-6030 Custodian	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	\$19,800.00
40-6040 Interns and Part Time	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	\$6,000.00
40-6050 Employee Expenses	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	\$1,200.00
<b>Total 40-6000 Labor</b>	<b>18,361.67</b>	<b>18,361.67</b>	<b>18,361.67</b>	<b>18,361.67</b>	<b>18,361.67</b>	<b>18,361.67</b>	<b>18,361.67</b>	<b>18,361.67</b>	<b>18,361.67</b>	<b>18,361.67</b>	<b>18,361.67</b>	<b>18,361.67</b>	<b>\$220,340.04</b>
40-6100 Legal & Professional Fees													
40-6104 Accounting	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	\$18,000.00
40-6109 Fire Alarm Monitoring	0.00	0.00	0.00	0.00	0.00	0.00	600.00	0.00	0.00	0.00	0.00	0.00	\$600.00
<b>Total 40-6100 Legal &amp; Professional Fees</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>2,100.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>\$18,600.00</b>
40-6150 Depreciation Exp													
40-6150 Depreciation Exp	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	\$300,000.00
40-6160 Bank Charges													
40-6160 Bank Charges	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	\$1,800.00
40-6200 Promotional / Marketing Services													
40-6220 Social Media Management	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	\$18,000.00
40-6240 Printing	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	\$5,000.00
<b>Total 40-6200 Promotional / Marketing Services</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>6,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>\$23,000.00</b>
40-6700 Event Expenses													
40-6710 Talent / Entertainment	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	\$12,000.00
40-6720 Concessions	790.00	790.00	790.00	790.00	790.00	790.00	790.00	790.00	790.00	790.00	790.00	790.00	\$9,480.00
40-6730 Event Equipment	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	\$6,000.00
40-6740 Ticket Exp/License	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	\$4,800.00
40-6750 Event Advertising	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	\$2,400.00
40-6755 Event Staff	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	\$2,400.00
40-6760 Camp Expenses	0.00	0.00	0.00	0.00	0.00	6,000.00	6,000.00	0.00	0.00	0.00	0.00	0.00	\$12,000.00
<b>Total 40-6700 Event Expenses</b>	<b>3,090.00</b>	<b>3,090.00</b>	<b>3,090.00</b>	<b>3,090.00</b>	<b>3,090.00</b>	<b>9,090.00</b>	<b>9,090.00</b>	<b>3,090.00</b>	<b>3,090.00</b>	<b>3,090.00</b>	<b>3,090.00</b>	<b>3,090.00</b>	<b>\$4</b>

# Goshen Theater, Inc

## Profit and Loss YTD Comparison

October 2022

	TOTAL	
	OCT 2022	JAN - OCT, 2022 (YTD)
<b>Income</b>		
40-1399 Revenue from Operations		
40-1400 Donation Revenue Operations		
40-1410 Individual Donors	15.00	19,339.14
40-1415 CFEC		5,500.00
40-1420 Corporate Donors		2,100.00
40-1450 Goshen City		76,200.00
40-1460 Other Grant Income	2,925.00	2,925.00
<b>Total 40-1400 Donation Revenue Operations</b>	<b>2,940.00</b>	<b>106,064.14</b>
40-1500 Non Event Revenue		
40-1580 Membership Income	500.00	27,132.00
<b>Total 40-1500 Non Event Revenue</b>	<b>500.00</b>	<b>27,132.00</b>
40-1600 Event Revenue		
40-1531 First Floor - Auditorium Rental		3,750.00
40-1541 Second Floor - Office 204 Art House	250.00	2,400.00
40-1605 Event Sponsorships Recieved		8,400.00
40-1608 Event Rentals	3,675.00	26,335.00
40-1610 Ticket Income	7,881.76	26,209.75
40-1615 Event Donations	558.91	14,304.11
40-1618 Drama Camp Tuition	225.00	10,757.00
40-1620 Concession Income	3,915.46	18,912.60
40-1625 Education Income		0.00
40-1690 Event Other Income	500.00	835.00
<b>Total 40-1600 Event Revenue</b>	<b>17,006.13</b>	<b>111,903.46</b>
40-9000 Investment Earnings	57.37	794.42
40-9001 Other Miscellaneous Income		428.49
<b>Total 40-1399 Revenue from Operations</b>	<b>20,503.50</b>	<b>246,322.51</b>
Discounts given	80.00	80.00
<b>Total Income</b>	<b>\$20,583.50</b>	<b>\$246,402.51</b>
<b>GROSS PROFIT</b>	<b>\$20,583.50</b>	<b>\$246,402.51</b>
<b>Expenses</b>		
40-4800 Operations Expenses		
40-4810 Custodial Supplies	669.30	4,199.52
40-4820 Maintenance	729.26	13,241.67

# Goshen Theater, Inc

## Profit and Loss YTD Comparison

October 2022

	TOTAL	
	OCT 2022	JAN - OCT, 2022 (YTD)
40-4830 Insurance		15,700.76
40-4840 Taxes - EID assessment		983.50
40-4850 Office Supplies & Materials	641.10	8,213.16
40-4890 Utilities		
40-4891 Electric / Gas	2,129.00	22,028.00
40-4892 Water / Sewer	131.38	1,280.97
40-4893 Telephone / Internet	223.82	2,252.08
40-4894 Trash / Recycling		600.00
<b>Total 40-4890 Utilities</b>	<b>2,484.20</b>	<b>26,161.05</b>
40-6000 Labor		
40-4875 Payroll Tax Expense	1,175.74	11,572.53
40-6010 Executive Director	4,643.08	47,642.34
40-6011 Technical / Facilities Manager	4,000.00	38,900.00
40-6012 Program Manager	3,846.18	27,307.87
40-6020 Box Office Manager	2,880.00	25,873.30
40-6030 Custodian	337.50	7,164.00
40-6040 Interns and Part Time	382.50	8,711.95
40-6050 Employee Expenses	125.74	5,325.19
40-6105 Bookkeeping		0.00
<b>Total 40-6000 Labor</b>	<b>17,390.74</b>	<b>172,497.18</b>
40-6100 Legal & Professional Fees		
40-6104 Accounting	2,000.00	22,630.00
40-6107 Dues & subscriptions		1,393.04
40-6109 Fire Alarm Monitoring		420.00
<b>Total 40-6100 Legal &amp; Professional Fees</b>	<b>2,000.00</b>	<b>24,443.04</b>
40-6100 Other Miscellaneous Expense		3.98
40-6160 Bank Charges	229.25	4,334.30
40-6200 Promotional / Marketing Services		
40-6210 Web Design / Management		7,140.25
40-6220 Social Media Managment	83.29	12,829.40
40-6230 Graphic Design		2,498.75
40-6240 Printing	204.00	1,875.24
40-6250 Third Party Advertising		1,731.04
<b>Total 40-6200 Promotional / Marketing Services</b>	<b>287.29</b>	<b>26,074.68</b>

# Goshen Theater, Inc

## Profit and Loss YTD Comparison

October 2022

	TOTAL	
	OCT 2022	JAN - OCT, 2022 (YTD)
40-6700 Event Expenses	0.00	0.00
40-6070 Volunteers Expenses		306.55
40-6710 Talent / Entertainment	3,250.00	21,152.36
40-6720 Concessions	23.25	7,945.89
40-6725 Sales tax on Concessions	196.65	1,019.53
40-6730 Event Equipment		3,082.95
40-6740 Ticket Exp/License		10,610.35
40-6755 Event Staff	2,340.65	3,280.50
40-6760 Camp Expenses	872.91	16,692.05
40-6765 Misc Event Expense - Scripts, costumes, make-up	399.05	5,407.78
<b>Total 40-6700 Event Expenses</b>	<b>7,082.51</b>	<b>69,497.96</b>
<b>Total 40-4800 Operations Expenses</b>	<b>31,513.65</b>	<b>365,350.80</b>
Uncategorized Expense		0.00
<b>Total Expenses</b>	<b>\$31,513.65</b>	<b>\$365,350.80</b>
NET OPERATING INCOME	<b>\$ -10,930.15</b>	<b>\$ -118,948.29</b>
Other Income		
40-7000 Non-Operating Income		
40-1452 Redevelopment		115,000.00
40-1540 Second Floor - Office 2A	833.33	8,008.30
<b>Total 40-7000 Non-Operating Income</b>	<b>833.33</b>	<b>123,008.30</b>
<b>Total Other Income</b>	<b>\$833.33</b>	<b>\$123,008.30</b>
Other Non-Operating Expenses		
40-9010 Non-Operating Expense		
40-6150 Depreciation Exp	24,075.41	240,754.10
<b>Total 40-9010 Non-Operating Expense</b>	<b>24,075.41</b>	<b>240,754.10</b>
<b>Total Other Non-Operating Expenses</b>	<b>\$24,075.41</b>	<b>\$240,754.10</b>
NET NON-OPERATING INCOME (LOSS)	<b>\$ -23,242.08</b>	<b>\$ -117,745.80</b>
NET INCOME	<b>\$ -34,172.23</b>	<b>\$ -236,694.09</b>

## **Goshen Theater Inc. – Board Members**

Current as of November, 2022:

David Daugherty	President of Goshen Chamber (Ret)
Julia Gautsche, President	Goshen Common Council, 16 years (Ret)
Mike Huber: 2020 – 2022	Sr. Urban Planner, Abonmarche
Jon Hunsberger: 2019 – 2021, Vice President	Exec. Director, ECCVB
Dennis Landis: 2021-2023, Secretary	English and Theater Teacher (Ret)
Andrew Landis: 2021-2023	Design Associate, Stair Supplies/Viewrail
Doug Nisley: 2021-2023	CPA, Partner Crowe Horwath (Ret)
Doug Risser	Business person. The Exchange
Sandy Santiago	Business person. Kaizan
Jeremy Stutsman: 2020 – 2022	Mayor, City of Goshen
Everett Thomas: 2021-2023	Goshen Common Council, 24 years (Ret)
Marcia Yost: 2020 – 2022	Arts Director, Goshen College
Kate N. Leichty: 2021-2023, Treasurer	CPA, Senior Manager, Kruggel Lawton CPA

(Plus, one new member currently nominated but not confirmed by vote)

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

**With Warsaw Housing Authority to Provide Operational and Programming Support**

This Community Service Partnership Agreement (“Agreement”), entered into by and between the City of Goshen, Indiana (“the City”) and Warsaw Housing Authority (the “Partner”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. **Purpose of this Agreement; Funds Award.**

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Twenty-Seven Thousand Six Hundred Dollars (\$27,600), to the Partner for eligible costs of the services or program described in Partner’s Community Services Partnership Application, a copy of which is attached hereto and made a part hereof (the “Project”).

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

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

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

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

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

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

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

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2023, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety, and shall remain in effect through completion of the Project, or December 31, 2023, whichever is later.

5. Funding.

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

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

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

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

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

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

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

C. that Partner is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in

this Agreement and are fully and accurately reflected in Project reports submitted to the City.

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

9. Compliance with Laws.

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

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

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

D. As required by I.C. § 5-22-3-7:

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

14. Contracting with Relatives.

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

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

A. Notices to the City shall be sent to:

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

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

Warsaw Housing Authority  
Attn: Pam Kennedy, Executive Director  
109 Catherine Street  
PO Box 387  
Milford, IN 46542  
pkennedy@warsawhousing.com

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

17. Termination for Breach.

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

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

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

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

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

CITY:

CITY OF GOSHEN, INDIANA

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

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

PARTNER:

WARSAW HOUSING AUTHORITY

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

Name: \_\_\_\_\_

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

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



**Community Service Partnership Application  
Program Year 2023**

(Attach additional sheets if space provided is not adequate.)

Applications available: Monday, November 7, 2022.

Applications due: Monday, November 28, 2022.

Application submittal: Please submit one signed original, with attachments. No copies required. Submittal may be made via email.

Applications due to: Denise Blenner 202 S. Fifth, Goshen, IN 46528; [mayor@goshencity.com](mailto:mayor@goshencity.com)  
Call 533-9322 with questions.

*Summary of Community Service Partnership Priorities*

Each activity must meet one of the following priorities:

1. Address a goal that has been identified in the Goshen Comprehensive Plan:  
<https://goshenindiana.org/planning-zoning>
2. Address a goal that has been identified in the CDBG Five Year Consolidated Plan:  
[https://goshenindiana.org/media/uploads/0/8255\\_2020-2024-Consolidated-Plan\\_2020-AAP\\_Final.pdf](https://goshenindiana.org/media/uploads/0/8255_2020-2024-Consolidated-Plan_2020-AAP_Final.pdf)
3. Meet an urgent community development need.

Community Services Partnership funds for program year 2023 may not become available until sometime after July 1, 2023. If an award is made, program expenses may be incurred starting January 1, 2023, but no claims will be paid until grant agreements are approved by the Board of Public Works and signed.

Organization: Warsaw Housing Authority

Organization Address: 109 Catherine Street, Milford, IN 46542

Mailing Address: PO Box 387, Milford, IN 46542

Contact Person: Pam Kennedy, Executive Director

Phone Number: (574) 269-7641

Email address: pkennedy@warsawhousing.com

Project Title: Operational & Programming Support

Community Service award requested: \$ \$27,600

Expected number of individuals to benefit from this project: 150-175

1. Briefly describe the proposed project. Include the need or problem to be addressed, the population (or area) to be served, a description of the work, including who will carry it out, and the proposed schedule of work, including the proposed timing of requests for Community Service funds.

Located in Millford, The Warsaw Housing Authority (WHA) administers the HUD-funded Housing Choice Voucher program (Section 8) for the cities of Warsaw and Goshen. The HCV program is the foundation of affordable housing in the City of Goshen. Admin revenue from HUD does not cover all operational costs nor fund additional or capacity building programs that aim to benefit our clients, participating landlords and the communities we serve. The proposed request for funding includes the continuation of a pilot program that WHA began using COVID funding. The City of Goshen stepped in to the plate in March 2022, providing \$23,000 in funding to continue WHA pilot program. The program is a Rental Education program for new voucher holders. Each month a 3 hour class covering Landlord-Tenant law in the State of Indiana, budgeting exercises and handouts, and applications for other services for the family that they qualify for. In return participants earn a \$400 deposit fee given to the landlord at lease up. the program has been well received and opened up leasing opportunities for affordable housing.

WHA's location is a barrier for those without transportation. Using funding from the City of Goshen and office space at the Salvation Army in Goshen, WHA staff traveled this year to Goshen for meetings with families on housing assistance. Pre- applications to apply for housing assistance can be found at the City website and can be found and turned in at the Salvation Army in Goshen. The outcomes are to eliminate barriers for families and increase our presence as an essential organization for the elderly, disabled and low-to-moderate income families.

To increase landlords participating on the program, we have now added a one time incentive fee of \$250.00 to first time landlords leasing to a housing voucher holder. The Board voted to approve this to begin November 1, 2022. Inspections can make a landlord skeptical to participate. A first time unit on the program most times has common repairs to be made, such as install GFCIs, a carbon monoxide detector or a drop pipe on a water heater. The incentive fee can cover these repairs.

2. Complete the line item budget for the proposed project and provide details on how reimbursed costs will be calculated.

Item Description	Total Amount	Community Service Funds	Other Funds
a. Salaries & Payroll Taxes	7,000	7,000	
b. Mileage	1,100	1,100	
c. Supplies & Marketing	2,500	2,500	
d. Deposit Assistance	24,000	14,000	10,000
e. Landlord Incentives	6,000	3,000	3,000
f.			
<b>TOTALS</b>	<b>40,600</b>	<b>27,600</b>	<b>13,000</b>

3. List the source and amount of other sources of funding, including matching funds and in-kind contributions, expected to be used to support this project. For in-kind contributions, such as volunteer labor, please include the number of hours and dollar value (\$10 per hour) of the volunteer hours.

In addition, to the per voucher administration reimbursement received by HUD, the City of Warsaw is providing \$40,000 in the 2023 year to supplement these initiatives and to assist in administration expenses.

4. Describe how the project will meet one or more of the objectives identified in the Goshen Comprehensive Plan, CDBG Consolidated Plan or meet an urgent community development need.

Promoting increased accessibility, the delivery of incentive programs and the preservation of affordable housing opportunities in Goshen via support provided to the Warsaw Housing Authority directly meets the following goals and objective in both Goshens' comprehensive Plan and the CDBG Plan.

Goshen Comprehensive Plan:  
 N-7 Expand housing options and opportunities  
 \*A stable mix of housing types that provide options for all-resident is necessary for the vitality of the community. A healthy mix housing option, including market rate and affordable, owner and rental occupied, single-family, two-family and multi family, housing for seniors, and person with special needs, ensures housing opportunities for all members of the community.

C-2: Pursue innovative ways to provide and deliver community services  
 Obj-1: Encourage partnerships between service providers; Obj-4: Address homelessness in the community; Obj-7: Explore funding sources for community services

CDBG Consolidated Plan:  
 1. Housing Opportunities  
 a. Expand housing options and assistance  
 b. Increase quality of rental housing (listed under both this category as well as Neighborhood Revitalization category)  
 c. Maintain and facilitate use of Housing Choice Voucher Program

2. Access to Services  
 a. Support life skill development

5. What are the measurable goals and timeline for this project or program? How will you define and measure success?

During the first year of the program approximately 63% of families invited completed the class. Of that total, approximately 63% leased up and were provided the deposit assistance. This past year in a 8 month time period, 72% of those invited to Rental Ed attended, 55% leased up and received the deposit assistance. The on site appointments were well received with WHA even receiving thank you notes and thank you calls. 58 re-certifications were conducted at the Salvation Army and others in home. Only 15 were no shows. they then were required to come to the housing authority. 3 landlords in the past 8 months are new to the program.

WHA's jurisdiction includes both the cities of Warsaw and Goshen. The population that directly benefits from the services of WHA includes low-income individuals and families. this can include, but is not limited to, those with disabilities, elderly and single-parent households with children. both the Goshen and Warsaw communities benefit from the presence and operation of WHA due to the availability of affordable housing options.

6. Please describe the population who will benefit from this project or program. Include demographic information in this description (age, income, ethnicity, race, etc.)

**Organizational Characteristics**

IRS nonprofit status n/a pass through government entity

Years in operation 51

Number of full-time paid staff 4

Number of part-time paid staff 0

Number of volunteer staff 4

Number of Board members 8

Briefly describe the organization's structure, mission statement and services provided.

The mission of the Warsaw Housing Authority is to provide quality housing opportunities to improve the lives of citizens who are in need and to provide safe, affordable housing for eligible residents of the City of Warsaw and City of Goshen.

WHA provides Housing Choice Vouchers and Project Based Voucher to pay a portion of rent and utilities for families of 50% AMI and lower. We provide education on life skills, connect families to other resources and advocate for the families we serve.

WHA is a public housing authority in good standing with HUD.

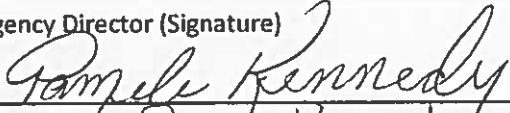
Please attach copies of the following documents to the original application. If any of the requested documents are not available, please attach an explanation. If you have previously submitted the requested documents, and there have been no changes, new copies are not required, but please indicate which documents have been previously submitted.

- a. Most recent Annual Report and Audit
- b. Current fiscal year budget
- c. Current list of Board of Directors

**Certification Of Authorization To Submit This Application**

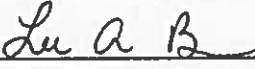
I (We) certify to the City of Goshen that the Board of Directors of the organization identified on page 1 of this application authorized the submission of this application.

Agency Director (Signature)

  
\_\_\_\_\_  
Printed Name: Pamela Kennedy

Date: November 10, 2022

Chairperson, Board of Directors (Signature)

  
\_\_\_\_\_  
Printed Name: Lee Ann Brown

Date: November 10, 2022

WHA PROPOSED BUDGET		BOARD REVIEW 6-28-22	
Oct 1, 2021 - Sept 30, 2022			
<b>HOUSING ASSISTANCE PAYMENTS</b>		<b>\$2,000,088.00</b>	
			<i>Admin 14%</i>
<b>INCOME</b>		<b>ADMINISTRATION</b>	<b>HAP</b>
Housing Assistance Payments	\$ 1,922,500.00		2,000,088
WHA Admin	249,786.00	250,248.00	
Interest on General Fund	75	67.00	75
WHA Violation Paybacks	8500	6,000.00	6000
City of Warsaw BA Funding	35000	40,000.00	
City of Goshen BA Funding	23000	27,600.00	
Reserves			110000
Funding for Admin Expenses	2,238,861.00	323,915.00	\$ 2,116,163.00
<b>HAP PAID OUT</b>			
<b>EXPENSES</b>			
<b>HAP</b>			<b>\$2,116,163.00</b>
Salaries		175,000.00	
Payroll Taxes		14,500.00	
Office Rent		9000.00	
Telephone		3,660.00	
Utilities		6,500.00	
Copier Maintenance (possible new copier)		5,500.00	
Internet/Server Support		1,500.00	
Computer Support		500.00	
Office Supplies		5,000.00	
Postage		3,300.00	
Resident Advisory Council		250.00	
Subscriptions/Memberships		1,750.00	
HAPPY Software (HUD reporting)		14.00	
Contracted Help (Maintenance)		4,500.00	
Lead Expenses (Testing)		200.00	
HQS Inspectors		18,000.00	
Interpreter		300.00	
Legal Notices		120.00	
Staff Training/ Travel		500.00	
Mileage		5,800.00	
Fee Accountant		12,000.00	
Auditing Fees		8,500.00	
Insurance		8,800.00	
Sundries		1,500.00	
Recording Fees fo HOYO		80.00	
Equipment		500.00	
Port Off Fees		500.00	
Rental Ed Deposit Assistance		24,000.00	
<b>TOTAL</b>		<b>311,774.00</b>	<b>\$ 2,116,163.00</b>
<b>Profit/Loss</b>		<b>12,141.00</b>	<b>0</b>
<b>* budget allowing surplus for inflation and/or ability to provide more rental deposits for Rental Education.</b>			



**WHA BOARD OF COMMISSIONERS  
2022 UPDATED 7-15-22**

<b>CONTACT</b>	<b>INFORMATION</b>
<p><b>Tera Yoder</b> Bowen Center 850 N Jefferson Street Warsaw IN 46580</p> <p>574-267-7169 Ext 3725 – office <a href="mailto:tera.yoder@bowencenter.org">tera.yoder@bowencenter.org</a></p>	<p><b>Chris Fancil</b> Warsaw-Wayne Fire Territory WWFT Station 2 2204 E Center Street Warsaw IN 46580 260-402-0588 – cell <a href="mailto:cfancil@warsaw.in.gov">cfancil@warsaw.in.gov</a></p>
<p><b>Lee Ann Brown</b> Red Star Contract Manufacturing 627 S Lake Street Warsaw IN 46580 574-265-8631 <a href="mailto:tikaralee@gmail.com">tikaralee@gmail.com</a></p>	<p><b>Larry Gautsche</b> Retired LaCasa, Executive Director 601 South 7<sup>th</sup> Street Goshen IN 46526 574-370-9631 – cell <a href="mailto:lgautsche7@gmail.com">lgautsche7@gmail.com</a> <b>Goshen Representative</b></p>
<p><b>Matt Scott</b> Lakeland Technology 2656 E Pine Drive Warsaw IN 46582 574-551-6254 – cell <a href="mailto:mScott@lakelandtech.com">mScott@lakelandtech.com</a></p>	<p><b>Jeremy Dewell</b> Zimmer-Biomet 414 Briar Ridge Circle Warsaw IN 46582 765-427-4988 <a href="mailto:dewelljr@gmail.com">dewelljr@gmail.com</a></p>
<p><b>Eric Lane</b> Fellowship Missions 1520 E Winona Ave Warsaw IN 46580 574-371-64488-cell <a href="mailto:elane@fellowshipmission.net">elane@fellowshipmission.net</a></p>	<p><b>Jenny Bynum- Zimmerman</b> 600 N Colfax Street Apt 127 Warsaw IN 46580 574-253-8371 <a href="mailto:bynumjenny@gmail.com">bynumjenny@gmail.com</a> <b>Program Representative</b></p>
<p><b>Josh Finch</b> Warsaw City Council 900 S Country Club Rd Warsaw IN 46580 574-334-9627 <a href="mailto:jfinch@warsaw.in.gov">jfinch@warsaw.in.gov</a> <b>Council Representative</b></p>	<p><b>Rhonda Yoder</b> Goshen CDBG Administrator 204 E Jefferson St Suite 4 Goshen IN 46526 574-537-3815 <a href="mailto:rhodayoder@goshencity.com">rhodayoder@goshencity.com</a></p>

**HOUSING AUTHORITY OF THE CITY OF WARSAW  
MILFORD, INDIANA**

**INDEPENDENT AUDITOR'S REPORT  
AND  
FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION**

**FOR THE YEAR ENDED SEPTEMBER 30, 2021**

HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

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# Audit Solutions, LLC.

Certified Public Accountant

## INDEPENDENT AUDITOR'S REPORT

Board of Commissioners  
Housing Authority of the City of Warsaw  
Milford, Indiana

### **Report on the Financial Statements**

I have audited the accompanying financial statements of the business-type activities of the Housing Authority of the City of Warsaw (Authority), Indiana, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

My responsibility is to express opinions on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

### ***Opinion***

In my opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of the Authority as of September 30, 2021, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Other Matters***

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages i-v be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. I have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I do not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance.

#### ***Supplementary Information***

My audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The accompanying Financial Data Schedule is presented for purposes of additional analysis and is not a required part of the basic financial statements. The Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements.

The accompanying Financial Data Schedule and the Schedule of Expenditures of Federal Awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In my opinion, the accompanying Financial Data Schedule and the Schedule of Expenditures of Federal Awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

#### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, I have also issued my report dated June 3, 2022, on my consideration of the Authority's internal control over financial reporting and on my tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of my testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

***Audit Solutions, LLC***

Chesterfield, Missouri

June 3, 2022

HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)  
September 30, 2021

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This section of the Warsaw Housing Authority, Indiana (Authority) annual financial report presents our management's discussion and analysis of the Authority's financial performance during the fiscal year ended on September 30, 2021. This discussion and analysis is designed to assist the reader in focusing on the significant financial issues and activities and to identify any significant changes in financial position. Please read and consider the information presented in conjunction with the financial statements as a whole.

For accounting purposes, the Housing Authority is classified as an enterprise fund. Enterprise funds account for activities similar to those found in the private business sector, where the determination of net income is necessary or useful to sound financial administration. Enterprise funds are reported using the full accrual method of accounting in which all assets and all liabilities associated with the operation of these funds are included on the statement of net position. The focus of enterprise funds is on income measurement, which, together with the maintenance of equity, is an important financial indication.

**FINANCIAL HIGHLIGHTS**

- The term "net position" refers to the difference between assets and liabilities. The Authority's total net position as of September 30, 2021 was \$240,877. The net position increased by \$67,074, an increase of 38.6% over the prior year.
- Revenues for the Authority were \$2,324,049 for the year ended September 30, 2021. This was an increase of \$289,584 or 14.2% over the prior year.
- Expenses for the Authority were \$2,256,975 for the year ended September 30, 2021. This was an increase of \$166,700 or 8.0% over the prior year.
- Governmental grants and subsidy for the Authority was \$2,266,180 for the year ended September 30, 2021, an increase of \$286,776 or 14.5% over the prior year.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

This annual report includes this *Management Discussion and Analysis* report, the *Basic Financial Statements* and the *Notes to the Financial Statements*. This report also contains the Financial Data Schedule (FDS) as referenced in the section of *Supplemental Information*. The Authority's financial statements are presented as fund level financial statements because the Authority only has proprietary funds.

**Required Financial Statements**

The financial statements of the Housing Authority report information of the Authority using accounting methods similar to those used by private sector companies. These statements offer short- and long-term financial information about its activities. The Statement of Net Position includes all the Authority's assets and liabilities and provides information about the nature and amounts of investments in resources (assets) and obligations of the Authority creditors (liabilities). It also provides the basis for evaluating the capital structure of the Authority and assessing the liquidity and financial flexibility of the Authority.

All of the current year's revenues and expenses are accounted for in the Statement of Revenues, Expenses, and Changes in Fund Net Position. This statement measures the success of the Authority's operations over the past year and can be used to determine whether the Authority has successfully recovered all its costs through its user fees and other charges, profitability, and credit worthiness.

The final required financial statement is the Statement of Cash Flows. The statement reports cash receipts, cash payments, and net changes in cash resulting from operations, investing and financing activities and provides answers to such questions as where did cash come from, what was cash used for, and what was the change in the cash balance during the reporting period.

HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A) – (Continued)  
September 30, 2021

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**OVERVIEW OF THE FINANCIAL STATEMENTS - (CONTINUED)**

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the basic financial statements and provide more detailed data.

Supplemental Information

This report also contains the Financial Data Schedule (FDS) as referenced in the section of *Supplemental Data*. HUD has established *Uniform Financial Reporting Standards* that require Housing Authority's to submit financial information electronically to HUD using the FDS format. This financial information was electronically transmitted to the Real Estate Assessment Center (REAC) for the year ended September 30, 2021 and is required to be included in the audit reporting package.

**FINANCIAL ANALYSIS**

Net position may serve, over time, as a useful indicator of a government's financial position. As stated in the table on the following page, assets exceeded liabilities by \$240,877 at the close of the year ended September 30, 2021, up from \$173,803 in fiscal year 2020. The increase in net position of \$67,074 was due to the reasons noted below.

- Current assets include cash, investments, receivables, and prepaid expenses. Current assets increased \$31,676 due to a \$19,920 increase in cash and investments, \$7,670 increase in receivables, and a \$4,086 increase in prepaid expenses.
- Capital assets decreased \$2,785 because current year depreciation exceeded current year capital asset additions. Change in capital assets is explained in section titled "Capital Assets" of this analysis.
- Current liabilities decreased \$45,281 or 57.9% primarily due to a decrease in unearned revenue of \$44,172. Unearned revenue was higher in FY 2020 for CARES Act Funds received, not yet expended as of fiscal year-end.
- Noncurrent liabilities increased \$7,098 or 15.3% from FY 2020 due to an increase in noncurrent portion of accrued compensated absences.

The unrestricted net position was \$161,945 as of September 30, 2021. This amount may be used to meet the Authority's ongoing obligations. The Authority has sufficient funds to meet requirements for cash outlays for six months, excluding housing assistance payments. The restricted net position was \$70,491 as of September 30, 2021. This amount may only be used for Section 8 Voucher housing assistance payments. At the end of the current fiscal year, the Authority is able to report positive balances in all categories of net position. The same situation held true for the prior fiscal year.

HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

**MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A) – (Continued)**  
September 30, 2021

**FINANCIAL ANALYSIS - (CONTINUED)**

**CONDENSED STATEMENTS OF NET POSITION**

	FY 2021	FY 2020	Dollar Change	Percent Change
Current assets	\$ 318,814	\$ 287,138	\$ 31,676	11.0%
Capital assets	8,441	11,226	(2,785)	-24.8%
<b>Total Assets</b>	<b>327,255</b>	<b>298,364</b>	<b>28,891</b>	<b>9.7%</b>
Current liabilities	32,933	78,214	(45,281)	-57.9%
Noncurrent liabilities	53,445	46,347	7,098	15.3%
<b>Total Liabilities</b>	<b>86,378</b>	<b>124,561</b>	<b>(38,183)</b>	<b>-30.7%</b>
<b>Net Position</b>				
Net investment in capital assets	8,441	11,226	(2,785)	-24.8%
Restricted	70,491	5,058	65,433	1293.7%
Unrestricted	161,945	157,519	4,426	2.8%
<b>Total Net Position</b>	<b>\$ 240,877</b>	<b>\$ 173,803</b>	<b>\$ 67,074</b>	<b>38.6%</b>

While the Statement of Net Position shows the change in financial position of net position, the Statements of Revenues, Expenses, and Changes in Net Position provides answers as to the nature and source of these changes.

As can be seen in the table on the following page, total revenues increased \$289,584 due to the reasons noted below:

- Governmental grants and subsidy increased \$286,776 due to a \$364,413 increase in HUD housing assistance and administrative fees for the housing choice voucher program. The Authority also had a \$18,553 increase in revenue from the Voucher CARES Act. This was partially offset by a \$96,190 decrease in other government grant revenue.
- Miscellaneous revenue increased \$2,928 or 5.3% from FY 2020.
- Investment income decreased \$120 from FY 2020.

Total expenses increased \$166,700 due to the reasons noted below:

- Administration increased \$23,414 or 9.7% from FY 2020 primarily due to an increase in office and other administrative expenses of \$14,414 or 22.4%. The Authority also had an increase in administrative wages and benefits of \$8,837 or 5.4%.
- Utilities decreased \$109 or 6.6% from FY 2020.
- Ordinary maintenance and operation decreased \$19 or 1.0% from FY 2020.
- Insurance increased \$856 or 10.8% from FY 2020.
- General expense increased \$19,632 or 94.8% mainly due to a \$19,597 increase in other general expenses.
- Housing assistance payments increased \$122,437 or 6.7% mostly due to an increase in average housing assistance payment per unit of \$17.22 or 4.2%. The Authority also had a 2.4% increase in number of vouchers issued and outstanding during the current fiscal year.
- The Authority had a \$489 or 21.3% increase in depreciation, which is the write-off of capital assets over their estimated useful life.



HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

**MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A) – (Continued)**  
September 30, 2021

**FINANCIAL ANALYSIS - (CONTINUED)**

**CONDENSED STATEMENTS OF REVENUES, EXPENSES  
AND CHANGES IN NET POSITION**

	<u>FY 2021</u>	<u>FY 2020</u>	<u>Dollar Change</u>	<u>Percent Change</u>
<b>Revenues</b>				
Operating - non-operating - capital contributions:				
Governmental grants and subsidy	2,266,180	1,979,404	286,776	14.5%
Miscellaneous revenue	57,722	54,794	2,928	5.3%
Investment income	147	267	(120)	-44.9%
<b>Total Revenues</b>	<u>2,324,049</u>	<u>2,034,465</u>	<u>289,584</u>	14.2%
<b>Expenses</b>				
Administration	263,789	240,375	23,414	9.7%
Utilities	1,532	1,641	(109)	-6.6%
Ordinary maintenance & operation	1,815	1,834	(19)	-1.0%
Insurance	8,811	7,955	856	10.8%
General expense	40,351	20,719	19,632	94.8%
Housing assistance payments	1,937,892	1,815,455	122,437	6.7%
Depreciation expense	2,785	2,296	489	21.3%
<b>Total Expenses</b>	<u>2,256,975</u>	<u>2,090,275</u>	<u>166,700</u>	8.0%
Changes in net position	67,074	(55,810)	122,884	
Net position, beginning of year	<u>173,803</u>	<u>229,613</u>	<u>(55,810)</u>	
Net position, end of year	<u>\$ 240,877</u>	<u>\$ 173,803</u>	<u>\$ 67,074</u>	

The Authority is authorized to assist 512 households with the Housing Choice Voucher Rental Assistance Program. The Section 8 lease up rate for fiscal year ending September 30, 2021 was 73.9%, up from 67.9% in FY 2020.

**CAPITAL ASSETS**

The Warsaw Housing Authority, Indiana's investment in capital assets net of related debt, as of September 30, 2021 amounts to \$8,441 (net of accumulated depreciation). The investment in capital assets includes equipment.

*Capital Assets* – The total decrease in the Authority's capital assets for the current fiscal year was 24.8% in terms of net book value. Depreciation charges for the year totaled \$2,785. Additional information on the Authority's capital assets can be found in the notes to the financial statements of this report.

	Beginning	Additions	Depreciation	Disposals	Ending
Capital assets	\$11,226	\$0	\$(2,785)	\$(0)	\$8,441

HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A) – (Continued)  
September 30, 2021

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**ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES**

The Authority is eligible to receive continuing budget authority during FY 2022 for assisting participants in the Housing Choice Vouchers program. In addition to continuing budget authority the Authority has \$70,491 in HAP Reserves to be used for housing assistance payments. Administrative fees for the Housing Choice Vouchers program will be based on actual utilization in FY 2022 and adjusted for pro-ration which is currently at 85.800%.

**REQUEST FOR INFORMATION**

This financial report is designed to provide a general overview of the Authority's finances for all those with an interest in its finances. Questions concerning any of the information provided in this report or request for additional financial information should be addressed to Pamela Kennedy, Executive Director, Warsaw Housing Authority, P.O. Box 387, Milford, Indiana 46542.

HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

STATEMENT OF NET POSITION  
September 30, 2021

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ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 216,091
Cash - restricted	77,558
Investments	3,235
Receivables - net of allowances	13,880
Prepaid expenses	<u>8,050</u>
Total Current Assets	<u>318,814</u>
Capital assets:	
Other capital assets, net of depreciation	<u>8,441</u>
Total capital assets - net	<u>8,441</u>
Total Non-current Assets	<u>8,441</u>
Total Assets	\$ <u><u>327,255</u></u>

See accompanying notes to the basic financial statements

HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

STATEMENT OF NET POSITION - (Continued)  
For the Year Ended September 30, 2021

**LIABILITIES**

Current Liabilities:

Accounts payable	\$	1,625
Accrued salaries and benefits		7,002
Accrued compensated absences		8,489
Unearned revenues		<u>15,817</u>

Total Current Liabilities 32,933

Non-current Liabilities:

Non-current liabilities - Other		<u>53,445</u>
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Total Non-current Liabilities 53,445

Total Liabilities 86,378

**NET POSITION**

Net investment in capital assets		8,441
Restricted		70,491
Unrestricted		<u>161,945</u>

Total Net Position 240,877

Total Liabilities and Net Position \$ 327,255

See accompanying notes to the basic financial statements

HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION  
For the Year Ended September 30, 2021

<b>OPERATING REVENUES</b>	
Governmental grants and subsidy	\$ 2,266,180
Miscellaneous	<u>57,722</u>
Total operating revenue	<u>2,323,902</u>
<b>OPERATING EXPENSES</b>	
Administrative	263,789
Utilities	1,532
Ordinary maintenance and operations	1,815
Insurance	8,811
General	40,351
Housing assistance payment	1,937,892
Depreciation expense	<u>2,785</u>
Total operating expenses	<u>2,256,975</u>
Operating income (loss)	<u>66,927</u>
<b>NON-OPERATING REVENUES (EXPENSES)</b>	
Investment income	<u>147</u>
Net non-operating revenues (expenses)	<u>147</u>
Income (loss) before contributions and transfers	<u>67,074</u>
Change in net position	67,074
Total net position - beginning of year	<u>173,803</u>
Total net position - end of year	<u>\$ 240,877</u>

See accompanying notes to the basic financial statements

HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

**STATEMENT OF CASH FLOWS**  
For the Year Ended September 30, 2021

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Received from governmental grants and subsidy	\$ 2,215,491
Received from other operating activities	56,569
Payments for goods and services	(132,457)
Payments to employees	(189,036)
Payment for housing assistance	<u>(1,937,892)</u>
Net cash provided by (used in) operating activities	<u>12,675</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>	
Receipts (payments) from deferred credits and escrow deposits	<u>7,098</u>
Net cash provided by (used in) capital and related financing activities	<u>7,098</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Proceeds (payments) from sale (purchase) of investments	(5)
Receipts of interest and dividends	<u>147</u>
Net cash provided by (used in) investing activities	<u>142</u>
Net increase (decrease) in cash and cash equivalents	19,915
Cash and cash equivalents at beginning of year	<u>273,734</u>
Cash and cash equivalents at end of year	\$ <u><u>293,649</u></u>

See accompanying notes to the basic financial statements

HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

**STATEMENT OF CASH FLOWS -- (Continued)**  
For the Year Ended September 30, 2021

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**Reconciliation of operating income (loss) to net cash provided (used) by operating activities**

Operating income (loss)	\$	66,927
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation expense		2,785
Change in assets and liabilities:		
Receivables, net		(7,670)
Prepaid expenses		(4,086)
Accounts and other payables		(687)
Unearned revenues		(44,172)
Compensated absences		(111)
Accrued expenses		(311)
		<hr/>
Net cash provided by (used) by operating activities	\$	<u>12,675</u>

See accompanying notes to the basic financial statements

HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

NOTES TO THE BASIC FINANCIAL STATEMENTS  
September 30, 2021

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The Housing Authority of the City of Warsaw (Authority) is a public body and a body corporate and politic organized under the laws of the State of Indiana that is legally separate, fiscally independent and governed by a Board of Commissioners. The Authority administers the Section 8 Housing Choice Vouchers program which provides housing for qualified individuals in accordance with the rules and regulations prescribed by the Department of Housing and Urban Development (HUD). The Authority is not subject to Federal or State income taxes and is not required to file Federal or State income tax returns.

The financial statements of the Authority have been prepared in conformity with Generally Accepted Accounting Principles (GAAP). GAAP includes all relevant Governmental Accounting Standards Board (GASB) pronouncements. The accounting and reporting framework and the more significant accounting policies are discussed in subsequent subsections of this Note.

**1A. Financial Reporting Entity**

The Authority's financial reporting entity comprises the following:

Primary Government:                      Housing Authority

In determining the financial reporting entity, the Authority complies with the provisions of GASB Statement No. 14 as amended by GASB No. 39 and No. 61, "The Financial Reporting Entity," and includes all component units of which the Authority appointed a voting majority of the units' board; the Authority is either able to impose its will on the unit or a financial benefit or burden relationship exists. On the basis of the application of these criteria, there are no component units which are required to be included in the Authority's financial statements.

**1B. Basis of Presentation**

The accounts of the reporting entity are organized into funds, each of which is considered to be separate accounting entities. The operations of each fund are reported as a separate set of self-balancing accounts that are comprised of each fund's assets, liabilities, fund equity, revenues, and expenditure/expenses. Funds consist of three major categories: governmental, proprietary and fiduciary. Funds within each major category are grouped by fund type in the combined financial statements. The Authority uses the following fund:

**Proprietary Fund Types** - This fund is used to account for the Authority's ongoing activities that are similar to those often found in the private sector. The accounting objectives are a determination of net income, financial position and changes in cash flow. All assets and liabilities associated with a proprietary fund's activities are included on its statement of net position. Proprietary fund equity is segregated into net investment in capital assets and restricted and unrestricted net position. The following are the Authority's proprietary fund types:

**Enterprise Fund** - Enterprise funds are used to account for business-like activities provided to the general public. These activities are financed primarily by user charges and the measurement of financial activity focuses on net income measurement similar to the private sector. The reporting entity includes all of the Authority's programs as an enterprise fund.



HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

NOTES TO THE BASIC FINANCIAL STATEMENTS – (Continued)  
September 30, 2021

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – (Continued)**

**1B. Basis of Presentation – (Continued)**

The Authority operates the following program in the enterprise fund:

**Section 8 Housing Choice Vouchers** - The objective of the program is to help low-income families obtain decent, safe, and sanitary housing through a system of rental assistance. HUD reimburses the Authority for the rental supplements paid to private landlords and the administrative costs of managing the program.

**Business Activities** - The Authority is a subcontractor with the Indiana Housing & Community Development Authority (IHCDA) to administer portions of the HCV Program for them in Fulton, Marshall and Kosciusko Counties. The IHCDA reimburses the Authority for the rental supplements paid to private landlords and the agency earns an administrative fee for the costs of managing the program. The program was discontinued in Oct 2019.

**HCV CARES Act** - The CARES Act provides funding to prevent, prepare for, and respond to COVID-19, and to maintain normal operations and take other necessary actions during the period the program is impacted by the pandemic.

**1C. Measurement Focus and Basis of Accounting**

Measurement focus is a term used to describe “which” transactions are recorded within the various financial statements. Basis of accounting refers to “when” transactions are recorded regardless of the measurement focus applied.

Measurement Focus - The proprietary fund utilizes an “economic resources” measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. All assets and liabilities (whether current or non-current) associated with their activities are reported. Proprietary fund equity is classified as net position.

Basis of Accounting - In the financial statements, the proprietary fund utilizes the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used.

**1D. Budgets**

Budgets are prepared for regulatory purposes in accordance with the Authority’s contract with HUD on an annual basis for the operating program which are approved by the Board of Commissioners and submitted to HUD for their approval, if required.

**1E. Estimates and assumptions**

The preparation of financial statements in conformity with Generally Accepted Accounting Principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could vary from those estimates.

HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

NOTES TO THE BASIC FINANCIAL STATEMENTS – (Continued)  
September 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – (Continued)

**1F. Assets, Liabilities, and Equity**

Cash and Investments

For the purpose of the Statement of Net Position, “cash and cash equivalents” includes all demand, savings accounts, and certificates of deposits or short-term investments with an original maturity of three months or less. For the purpose of the Statement of Cash Flows, “cash and cash equivalents” include all demand and savings accounts, and certificates of deposit or short-term investments with an original maturity of three months or less.

Investments are carried at fair value except for short-term U.S. Treasury obligations, if any, with a remaining maturity at the time of purchase of one year or less. Those investments, if any, are reported at amortized cost. Fair value is based on quoted market price. Additional cash and investment disclosures are presented in Notes 2B and 3A.

Inter-fund Receivables and Payables

During the course of operations, numerous transactions occur within individual funds that may result in amounts owed between funds. Inter-fund receivables and payables between funds are eliminated for financial statement presentation.

Receivables

Receivables consist of all revenues earned at year-end and not yet received. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable. Major receivable balances consist of HUD, miscellaneous and fraud recovery.

Fixed Assets

Fixed assets in the proprietary fund types are stated at historical cost, or estimated historical cost if actual is unavailable, except for donated fixed assets which are recorded at their estimated fair value at the date of donation. It is the policy of the Authority to capitalize all assets with a cost of \$500 or greater. The cost of maintenance and repairs are charged to operations as incurred. Costs of major additions, improvements, and betterments are capitalized.

Depreciation of all exhaustible fixed assets is charged as an expense against operations and is recorded in the Statement of Revenues, Expenses and Changes in Net Position with accumulated depreciation reflected in the Statement of Net Position. Depreciation is provided over the assets estimated useful lives using the straight-line method of depreciation. The range of estimated useful lives by type of asset is as follows:

Buildings	15 years
Furniture, equipment and machinery - administrative	3-7 years

Compensated Absences

The Authority’s policies regarding vacation time does not permit employees to carry forward unused vacation leave at December 31st. As such, all liability is considered short term at year-end September 30th.

HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

NOTES TO THE BASIC FINANCIAL STATEMENTS – (Continued)  
September 30, 2021

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – (Continued)**

**1F. Assets, Liabilities, and Equity – (Continued)**

**Equity Classifications**

Equity is classified as net position and displayed in three components:

- 1) Net investment in capital assets - Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowing that are attributable to the acquisition, construction, or improvement of those assets.
- 2) Restricted net position - Consists of net position with constraints placed on the use either by (i) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; (ii) law through constitutional provisions or enabling legislation.
- 3) Unrestricted net position - All other net position that do not meet the definition of “restricted” or “net investment in capital assets.”

**Use of Restricted/Unrestricted Net Position**

When an expense is incurred for purposes for which both restricted and unrestricted are available, the Authority’s policy is to apply restricted assets to fund restricted costs and then unrestricted as they are needed.

**1G. Revenues, Expenditures, and Expenses**

**Operating Revenues and Expenses**

Operating revenues and expenses are those that result from providing services and delivering goods and/or services. It also includes all revenue and expenses not related to capital and related financing, non-capital financing, or investing activities.

**NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY**

The Authority and its component units, if any, are subject to various federal, state, and local laws and contractual regulations. An analysis of the Authority’s compliance with significant laws and regulations and demonstration of its stewardship over Authority resources follows.

**2A. Program Accounting Requirements**

The Authority’s complies with all state and local laws and regulations requiring the use of separate programs. The programs used by the Authority are as follows:

<b><u>Program</u></b>	<b><u>Required By</u></b>
Section 8 Housing Choice Vouchers	U.S. Department of Housing and Urban Development
HCV CARES Act	U.S. Department of Housing and Urban Development
Business Activities	Housing Authority

HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

NOTES TO THE BASIC FINANCIAL STATEMENTS – (Continued)  
September 30, 2021

**NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY – (Continued)**

**2B. Deposits and Investments Laws and Regulations**

It is the Authority's policy for deposits to be secured by collateral valued at market or par, whichever is lower, less the amount of the Federal Deposit Insurance Corporation (FDIC) insurance. As reflected in Note 3A, all deposits were fully insured or collateralized.

Investing is performed in accordance with HUD regulations and State Statutes. Funds may be invested in the following type of investments:

- Direct obligations of the U.S. Government pledged by its full faith and credit.
- Demand, savings, money-market and certificates of deposit at commercial banks, mutual savings banks, savings and loan associations and credit unions provided that the entire deposit be insured by the FDIC and any deposits in excess of insured amounts are adequately collateralized.

**2C. Revenue Restrictions**

The Authority has various restrictions placed over certain revenue sources. The primary restricted revenue sources include:

<u>Revenue Source</u>	<u>Legal Restrictions of Use</u>
Housing Assistance Payment Grant	For HAP purposes only
HCV CARES Act	COVID related expenses

For the year ended September 30, 2021, the Authority complied, in all material respects, with these revenue restrictions.

**NOTE 3 – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS**

The following notes present detail information to support the amounts reported in the basic financial statements for its various assets, liabilities, equity, revenues, and expenditures/expenses.

**3A. Cash and Investments**

As of September 30, 2021, the Authority had the following cash deposits:

Cash deposits	\$ 293,649
Certificate of deposit	<u>3,235</u>
Total	<u>\$ 296,884</u>

Following is a reconciliation of the Authority's deposit balances as of September 30, 2021:

Cash and cash equivalents	\$ 216,091
Restricted assets	77,558
Investments	<u>3,235</u>
Total	<u>\$ 296,884</u>

HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

NOTES TO THE BASIC FINANCIAL STATEMENTS – (Continued)  
September 30, 2021

**NOTE 3 – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS - (Continued)**

**3A. Cash and Investments – (Continued)**

**Deposits**

**Custodial Credit Risk - Deposits**

The custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, the Authority will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. At September 30, 2021, the Authority's bank balances of \$300,860 were entirely covered by FDIC insurance or by the Public Deposit Insurance Fund (PDIF) which was created in 1937 to protect the public funds of the state and its political subdivisions deposited in approved financial institutions in the state of Indiana. The PDIF insures those public funds deposited in approved financial institutions which exceed the limits of coverage provided by federal deposit insurance. The fund is administered by the Indiana Board for Depositories.

**Custodial Credit Risk - Investments**

The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty, the Authority will not be able to recover the value of its investment or collateral securities that are in the possession of an outside party. At September 30, 2021, the Authority's investment balance of \$3,235 was entirely covered by FDIC or PDIF insurance.

**Interest Rate Risk**

The Authority does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

**Credit Risk**

State law limits investment in commercial paper, corporate bonds, and mutual bond funds to the top two ratings issued by nationally recognized statistical rating organization. As the Authority's investments consist entirely of certificate of deposit, credit risk is not applicable to the Housing Authority.

**Concentration of Credit Risk**

The Authority places no limit on the amount the Authority may invest in any one issuer. At September 30, 2021, the concentration of the Authority's investment (excluding cash deposits) was as follows:

<u>Type of Investment</u>	<u>Market Value</u>	<u>Maturity Date</u>
Certificate of Deposit	\$ 3,235	2/8/2021

**3B. Restricted Assets**

Restricted assets at September 30, 2021 consist of the following:

<u>Type of Restricted Assets</u>	<u>Cash</u>	<u>Investments</u>	<u>Accrued Interest</u>	<u>Total</u>
HCV-CARES	\$ 7,067	\$ ---	---	\$ 7,067
HAP	70,491	---	---	70,491
<b>Total</b>	<b>\$ 77,558</b>	<b>\$ ---</b>	<b>\$ ---</b>	<b>\$ 77,558</b>

HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

**NOTES TO THE BASIC FINANCIAL STATEMENTS – (Continued)**  
September 30, 2021

**NOTE 3 – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS – (Continued)**

**3B. Accounts Receivable**

Receivables at September 30, 2021 consist of the following:

Tenants – Fraud recovery	\$	40,640	
Less: Allowance for doubtful account		<u>(34,544)</u>	
Tenants – Fraud recovery – net of allowance		6,096	
HUD		6,517	
Miscellaneous		<u>1,267</u>	
Total receivable – net of allowances	\$	<u><u>13,880</u></u>	

**3C. Capital Assets**

A summary of capital asset activity for the year ended September 30, 2021 is as follows:

	<u>Balance October 1, 2020</u>	<u>Additions</u>	<u>(Retirement)</u>	<u>Balance September 30, 2021</u>
<b>Depreciable assets:</b>				
Building	\$ 5,665	\$ -	\$ -	\$ 5,665
Equipment - administration	<u>35,653</u>	<u>-</u>	<u>(498)</u>	<u>35,155</u>
<b>Total depreciable assets</b>	41,318	-	(498)	40,820
<b>Accumulated depreciation</b>	<u>(30,092)</u>	<u>(2,785)</u>	<u>498</u>	<u>(32,379)</u>
<b>Total depreciable assets, net</b>	<u>11,226</u>	<u>(2,785)</u>	<u>-</u>	<u>8,441</u>
<b>Capital assets, net</b>	\$ <u>11,226</u>	\$ <u>(2,785)</u>	\$ <u>-</u>	\$ <u>8,441</u>

Depreciation expense is charged to programs as follows:

<u>Business-type Activities</u>	
Housing Choice Vouchers	\$ 1,875
Business Activities	<u>910</u>
<b>Total depreciation expense</b>	\$ <u>2,785</u>

**3D. Accounts Payable**

Accounts payable at September 30, 2021 consist of the following:

Vendors	\$ 1,588
Accrued utilities	<u>37</u>
<b>Total Accounts Payable</b>	\$ <u>1,625</u>

HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

NOTES TO THE BASIC FINANCIAL STATEMENTS – (Continued)  
September 30, 2021

**NOTE 3 – DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS – (Continued)**

**3E. Non-current liabilities**

Non-current liabilities at September 30, 2021 consist of the following:

Home of Your Own (HOYO) revolving account      \$ 53,445

**Changes in non-current liabilities**

The following is the summary of changes in non-current liabilities:

<u>Description</u>	<u>Balance</u> <u>10/1/2020</u>	<u>Additions</u>	<u>Deductions</u>	<u>Balance</u> <u>9/30/2021</u>
HOYO revolving account	\$ 46,347	\$ 7,098	\$ ---	\$ 53,445

**NOTE 4 – OTHER NOTES**

**4A. Employee Pension Plan**

The Authority does not provide pension benefits to its employees. As such, no pension contributions were made in FY 2021.

**4B. Financial Data Schedule**

The Authority prepares its Financial Data Schedule (FDS) in accordance with HUD requirements in a prescribed format which differs from the presentation of the basic financial statements. The FDS format excludes depreciation expense and Housing Assistance Payment (HAP) and includes investment income in operating activities, which differs from the presentation of basic financial statements.

**4C. Risk Management**

The Authority is exposed to various risks of losses related to torts; theft of, damage to, or destruction of assets; errors and omissions; injuries to employees; and natural disasters. Claims liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated. The Authority manages these various risks of loss as follows:

<u>Type of Loss</u>	<u>Method Managed</u>
a. Torts, errors and omissions	Purchased insurance with Indiana Farmers Mutual Insurance Co.
b. Injuries to employees (workers' compensation)	Purchased insurance with Selective Insurance Co. Claims are administered by the same company.
c. Physical property loss and natural disasters	Purchased commercial insurance with \$500 deductibles.

Management believes such coverage is sufficient to preclude any significant uninsured losses to the Authority. Settled claims have not exceeded this insurance coverage in any of the past three fiscal years.

HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

NOTES TO THE BASIC FINANCIAL STATEMENTS – (Continued)  
September 30, 2021

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**NOTE 4 – OTHER NOTES – (Continued)**

**4D. Contingencies**

The Authority is subject to possible examinations made by Federal and State authorities who determine compliance with terms, conditions, laws and regulations governing other grants given to the Authority in the current and prior years. No significant violations of finance-related legal or contractual provisions occurred.

**4E. Subsequent Events**

Events that occur after the balance sheet date but before the financial statements were issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the balance sheet date are recognized in the accompanying financial statements. Subsequent events, which provide evidence about conditions that existed after the balance sheet date, require disclosure in the accompanying notes.

In December 2019, an outbreak of a novel strain of coronavirus (COVID-19) originated in Wuhan, China and has since spread to other countries, including the U.S. On March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic. In addition, multiple jurisdictions in the U.S. have declared a state of emergency. It is anticipated that these impacts will continue for some time. There has been no immediate impact to the Authority's operations. Future potential impacts may include disruptions or restrictions on our employees' ability to work or the tenants ability to pay the required monthly rent. Operating functions that may be changed include intake, recertifications and maintenance. Changes to the operating environment may increase operating costs. Additional impacts may include the ability of tenants to continue making rental payments as a result of job loss or other pandemic related issues. The future effects of these issues are unknown.

Management evaluated the activity of the Authority through June 3, 2022 and concluded that no additional subsequent events have occurred that would require adjustment to or disclosures within these financial statements except for the one noted above.

**4F. Economic Dependency**

The Authority is primarily dependent upon HUD for the funding of operations; therefore, the Authority is affected more by the federal budget than by local economic conditions. The funding of programs could be significantly affected by the 2022 federal budget.



HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
For the Year Ended September 30, 2021

<u>Federal Grantor</u>	<u>Federal CFDA #</u>	<u>Total Federal Expenditures</u>
<b><u>U.S. Department of Housing and Urban Development</u></b>		
Housing Voucher Cluster:		
Section 8 Housing Choice Vouchers	14.871	\$ . 2,220,779
Section 8 Housing Choice Vouchers - Cares Act	14.871	<u>45,401</u>
<b>Total Expenditures of Federal Awards</b>		<b>\$ <u>2,266,180</u></b>

**NOTE 1 – BASIS OF PRESENTATION**

The accompanying Schedule of Expenditures of Federal Awards (Schedule) includes the federal grant activity of the Housing Authority of the City of Warsaw (Authority) under programs of the federal government for the year ended September 30, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Authority, it is not intended to and does not present the financial position, changes in net position, or cash flows of the Authority.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The Authority has elected not to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

**FINANCIAL DATA SCHEDULE**  
Year Ended September 30, 2021

	1. Business Activities	14,871 Housing Choice Vouchers	14. HCC HCV CARES Act Funding	Subtotal	Total
111 Cash - Unrestricted	\$200,564	\$15,527		\$216,091	\$216,091
113 Cash - Other Restricted		\$70,491	\$7,067	\$77,558	\$77,558
100 Total Cash	\$200,564	\$86,018	\$7,067	\$293,649	\$293,649
122 Accounts Receivable - HUD Other Projects		\$6,517		\$6,517	\$6,517
125 Accounts Receivable - Miscellaneous	\$1,267			\$1,267	\$1,267
128 Fraud Recovery		\$40,640		\$40,640	\$40,640
128.1 Allowance for Doubtful Accounts - Fraud		-\$34,544		-\$34,544	-\$34,544
120 Total Receivables, Net of Allowances for Doubtful Accounts	\$1,267	\$12,613	\$0	\$13,880	\$13,880
131 Investments - Unrestricted	\$3,235			\$3,235	\$3,235
142 Prepaid Expenses and Other Assets	\$522	\$7,528		\$8,050	\$8,050
150 Total Current Assets	\$205,588	\$106,159	\$7,067	\$318,814	\$318,814
162 Buildings	\$5,665			\$5,665	\$5,665
164 Furniture, Equipment & Machinery - Administration	\$11,196	\$23,959		\$35,155	\$35,155
166 Accumulated Depreciation	-\$14,805	-\$17,574		-\$32,379	-\$32,379
160 Total Capital Assets, Net of Accumulated Depreciation	\$2,056	\$6,385	\$0	\$8,441	\$8,441
180 Total Non-Current Assets	\$2,056	\$6,385	\$0	\$8,441	\$8,441
290 Total Assets and Deferred Outflow of Resources	\$207,644	\$112,544	\$7,067	\$327,255	\$327,255
312 Accounts Payable <= 90 Days	\$1,588			\$1,588	\$1,588
321 Accrued Wage/Payroll Taxes Payable	\$1,419	\$5,583		\$7,002	\$7,002
322 Accrued Compensated Absences - Current Portion	\$783	\$7,706		\$8,489	\$8,489
342 Unearned Revenue	\$8,750		\$7,067	\$15,817	\$15,817
346 Accrued Liabilities - Other	\$37			\$37	\$37
310 Total Current Liabilities	\$12,577	\$13,289	\$7,067	\$32,933	\$32,933
353 Non-current Liabilities - Other	\$53,445			\$53,445	\$53,445
350 Total Non-Current Liabilities	\$53,445	\$0	\$0	\$53,445	\$53,445
300 Total Liabilities	\$66,022	\$13,289	\$7,067	\$86,378	\$86,378
508.4 Net Investment in Capital Assets	\$2,056	\$6,385		\$8,441	\$8,441
511.4 Restricted Net Position		\$70,491		\$70,491	\$70,491
512.4 Unrestricted Net Position	\$139,566	\$22,379	\$0	\$161,945	\$161,945
513 Total Equity - Net Assets / Position	\$141,622	\$99,255	\$0	\$240,877	\$240,877
600 Total Liabilities, Deferred Inflows of Resources and Equity - Net	\$207,644	\$112,544	\$7,067	\$327,255	\$327,255

HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

**FINANCIAL DATA SCHEDULE – (Continued)**  
Year Ended September 30, 2021

	1. Business Activities	14.871 Housing Choice Vouchers	14. HCC HCV CARES Act Funding	Subtotal	Total
70600 HUD PHA Operating Grants		\$2,220,779	\$45,401	\$2,266,180	\$2,266,180
71100 Investment Income - Unrestricted	\$69	\$78		\$147	\$147
71400 Fraud Recovery		\$23,972		\$23,972	\$23,972
71500 Other Revenue	\$33,750			\$33,750	\$33,750
70000 Total Revenue	\$33,819	\$2,244,829	\$45,401	\$2,324,049	\$2,324,049
91100 Administrative Salaries	\$10,175	\$136,924	\$10,480	\$157,579	\$157,579
91200 Auditing Fees		\$7,620		\$7,620	\$7,620
91400 Advertising and Marketing		\$597		\$597	\$597
91500 Employee Benefit contributions - Administrative	\$1,337	\$11,736	\$871	\$13,944	\$13,944
91600 Office Expenses	\$11,816	\$27,776	\$10,850	\$50,442	\$50,442
91800 Travel	\$556	\$4,789		\$5,345	\$5,345
91900 Other	\$4,945	\$23,317		\$28,262	\$28,262
91000 Total Operating - Administrative	\$28,829	\$212,759	\$22,201	\$263,789	\$263,789
93800 Other Utilities Expense	\$1,532			\$1,532	\$1,532
93000 Total Utilities	\$1,532	\$0	\$0	\$1,532	\$1,532
94200 Ordinary Maintenance and Operations - Materials and Other		\$157		\$157	\$157
94300 Ordinary Maintenance and Operations Contracts	\$515	\$1,143		\$1,658	\$1,658
94000 Total Maintenance	\$515	\$1,300	\$0	\$1,815	\$1,815
96110 Property Insurance	\$107	\$347		\$454	\$454
96120 Liability Insurance	\$2,147	\$5,009		\$7,156	\$7,156
96130 Workmen's Compensation	\$215	\$503		\$718	\$718
96140 All Other Insurance	\$145	\$338		\$483	\$483
96100 Total insurance Premiums	\$2,614	\$6,197	\$0	\$8,811	\$8,811
96200 Other General Expenses			\$23,200	\$23,200	\$23,200
96210 Compensated Absences	\$1,436	\$15,715		\$17,151	\$17,151
96000 Total Other General Expenses	\$1,436	\$15,715	\$23,200	\$40,351	\$40,351
96900 Total Operating Expenses	\$34,926	\$235,971	\$45,401	\$316,298	\$316,298
97000 Excess of Operating Revenue over Operating Expenses	-\$1,107	\$2,008,858	\$0	\$2,007,751	\$2,007,751
97300 Housing Assistance Payments		\$1,937,892		\$1,937,892	\$1,937,892
97400 Depreciation Expense	\$910	\$1,875		\$2,785	\$2,785
90000 Total Expenses	\$35,836	\$2,175,738	\$45,401	\$2,256,975	\$2,256,975
10000 Excess (Deficiency) of Total Revenue Over (Under) Total Expenses	-\$2,017	\$69,091	\$0	\$67,074	\$67,074
11030 Beginning Equity	\$143,639	\$30,164	\$0	\$173,803	\$173,803
11170 Administrative Fee Equity		\$28,764		\$28,764	\$28,764
11180 Housing Assistance Payments Equity		\$70,491		\$70,491	\$70,491
11190 Unit Months Available	408	5761		6169	6169
11210 Number of Unit Months Leased	262	4543		4805	4805



# Audit Solutions, LLC.

Certified Public Accountant

## INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Commissioners  
Housing Authority of the City of Warsaw  
Milford, Indiana

I have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of the Housing Authority of the City of Warsaw (Authority), Indiana, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued my report thereon dated June 3, 2022.

### Internal Control Over Financial Reporting

In planning and performing my audit of the financial statements, I considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing my opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, I do not express an opinion on the effectiveness of the Authority's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

My consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during my audit I did not identify any deficiencies in internal control that I consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, I performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of my audit, and accordingly, I do not express such an opinion. The results of my tests disclosed no instance of noncompliance or other matters that is required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of my testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Audit Solutions, LLC*

Chesterfield, Missouri

June 3, 2022



# Audit Solutions, LLC.

Certified Public Accountant

## INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Commissioners  
Housing Authority of the City of Warsaw  
Milford, Indiana

### **Report on Compliance for Each Major Federal Program**

I have audited the Housing Authority of the City of Warsaw (Authority), Indiana's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Authority's major federal programs for the year ended September 30, 2021. The Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

### ***Management's Responsibility***

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

### ***Auditor's Responsibility***

My responsibility is to express an opinion on compliance for each of the Authority's major federal programs based on my audit of the types of compliance requirements referred to above. I conducted my audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that I plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as I considered necessary in the circumstances.

I believe that my audit provides a reasonable basis for my opinion on compliance for each major federal program. However, my audit does not provide a legal determination of the Authority's compliance.

### ***Opinion on Each Major Federal Program***

In my opinion, the Authority, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2021.

### **Report on Internal Control Over Compliance**

Management is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing my audit of compliance, I considered the Authority's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, I do not express an opinion on the effectiveness of the Authority's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

My consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. I did not identify any deficiencies in internal control over compliance that I consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of my testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Audit Solutions, LLC*

Chesterfield, Missouri

June 3, 2022



# Audit Solutions, LLC.

Certified Public Accountant

## INDEPENDENT AUDITORS REPORT ON APPLYING AGREED-UPON PROCEDURES

Board of Commissioners  
Housing Authority of the City of Warsaw  
Milford, Indiana

I have performed the procedure described in the second paragraph of this report, which was agreed to by the Housing Authority of the City of Warsaw and the U.S. Department of Housing and Urban Development, Public Indian Housing - Real Estate Assessment Center (PIH-REAC), solely to assist them in determining whether the electronic submission of certain information agrees with the related hard copy documents included within the OMB Uniform Guidance reporting package. The Authority is responsible for the accuracy and completeness of the electronic submission. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in the Government Auditing Standards issued by the Comptroller General of the United States. The sufficiency of the procedure is solely the responsibility of those parties specified in this report. Consequently, I make no representation regarding the sufficiency of the procedure described below either for the purpose for which this report has been requested or for any other purpose.

I compared the electronic submission of the items listed in the "UFRS Rule Information" column with the corresponding printed documents listed in the "Hard Copy Documents" column. The results of the performance of my agreed-upon procedure indicate agreement or non-agreement of the electronically submitted information and hard copy documents as shown in the chart below.

I was engaged to perform an audit in accordance with the audit requirements of Title 2 U.S. Code of the Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), by the Authority as of and for the year ended September 30, 2021 and have issued my report thereon dated June 3, 2022. The information in the "Hard Copy Documents" column was included within the scope or was a by-product of that audit. Further, my opinion on the fair presentation of the Financial Data Schedule (FDS) dated June 3, 2022, was expressed in relation to the basic financial statements of the Authority taken as a whole.

A copy of the reporting package required by Uniform Guidance, which includes the auditor's reports, is available in its entirety from the Authority. I have not performed any additional procedures since the date of the aforementioned audit reports. Further, I take no responsibility for the security of the information transmitted electronically to the U.S. Department of Housing and Urban Development, PIH-REAC.

This report is intended solely for the information and use of the Authority and the U.S. Department of Housing and Urban Development, PIH-REAC, and is not intended to be and should not be used by anyone other than these specified parties.

*Audit Solutions, LLC*  
Chesterfield, Missouri  
June 3, 2022



HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

**AGREED UPON PROCEDURES**  
September 30, 2021

Procedure	UFRS Rule Information	Hard Copy Document(s)	Agrees
1	Balance Sheet and Revenue and Expense (data line items 111 to 1121)	Financial Data Schedule, all CFDA's	√
2	Footnotes (data element G5000-010)	Footnotes to audited basic financial statements	√
3	Type of opinion to FDS (data element G5100-010)	Auditor's supplemental report on FDS	√
4	Audit findings narratives (data element G5200-010)	Schedule of Findings and Questioned costs	√
5	General Information (data element series G2000, G2100, G2200, G2300, G90000, G9100)	OMB Data Collection Form	√
6	Financial statement report information (data element G3000-010 to G3000-050)	Schedule of Findings and Questioned costs, Part 1 and OMB Data Collection Form	√
7	Federal program report information (data element G4000-020 to G4000-040)	Schedule of Findings and Questioned costs, Part 1 and OMB Data Collection Form	√
8	Type of compliance requirement (G4000-020 & G4000-030)	OMB Data Collection Form	√
9	Basic financial statements and auditors' reports required to be submitted electronically	Basic financial statements (inclusive of auditor reports)	√

HOUSING AUTHORITY OF THE CITY OF WARSAW  
Milford, Indiana

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
September 30, 2021

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**Section I - Summary of Auditor's Results**

**Financial Statements**

Type of auditor's report issued:	Unmodified
<u>Internal control over financial reporting:</u>	
➤ Material weakness(es) identified?	No
➤ Significant deficiency(ies) identified?	None reported
Noncompliance material to financial statements noted?	No

**Federal Awards**

<u>Internal control over major programs:</u>	
➤ Material weakness(es) identified?	No
➤ Significant deficiency(ies) identified?	None reported
Type of auditor's report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	No
<u>Identification of Major programs:</u>	
➤ CFDA #14-871      Section 8 Housing Choice Vouchers	
Dollar threshold used to distinguish between type A and type B programs:	\$750,000
Auditee qualified as low-risk auditee?	Yes

**Section II - Financial Statement Findings**

The current audit report for the year ended September 30, 2021 disclosed no Financial Statement audit findings.

**Section III - Federal Award Findings and Questioned Costs**

The current audit report for the year ended September 30, 2021 disclosed no Federal Awards audit findings and questioned costs.



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

February 27, 2023

**To:** Board of Public Works and Safety

**From:** Brandy L. Toms

**Subject:** Amendment Agreement with Cummins Sales and Service, Inc for inspection and diagnostic testing of City generators.

Attached for the Board's approval and to authorize Mayor Stutsman to execute is an amendment agreement with Cummins Sales and Service, Inc for inspection and diagnostic testing of City generators. The parties have agreed to amend an existing contract by extended its term through and including August 31, 2024 at a cost not to exceed \$26,789.77 for these services.

**Suggested Motion:**

Approve and authorize Mayor to execute the amendment agreement with Cummins Sales and Service, Inc. for inspection and diagnostic testing of City generators to extend the term through and including August 31, 2024 at a cost not to exceed \$26,789.77.

**AGREEMENT AMENDMENT**  
**Inspection and Diagnostic Testing of City Generators**

THIS AGREEMENT AMENDMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, between Cummins, Inc., hereinafter referred to as “Contractor”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, the City entered into an Agreement with Contractor dated December 21, 2017 for Contractor to provide inspections and diagnostic testing on twenty-five (25) City of Goshen generators for a two (2) year term.

WHEREAS, the December 21, 2017 Agreement allowed for the Agreement to be renewed for two (2) additional two (2) year terms under the same terms and conditions upon written approval of the contracting parties.

WHEREAS, the City desires to renew the Agreement with Contractor and Contractor agrees to renew the Agreement date of execution through and including August 31, 2024.

WHEREAS, the City agrees to compensate Cummins for the planned maintenance of the generators on multiple sites in the City base on the standard rate for each generator set forth in the proposal; for each of the sites included on the proposal, but in not event will the total compensation exceed Twenty-Six Thousand Seven Hundred Eighty-Nine Dollars and Seventy-Seven Cents (\$26,789.77).

NOW THEREFORE, in consideration of the mutual covenants contained in this amendment and the covenants contained in the December 21, 2017 Agreement for inspections and diagnostic testing on the City of Goshen generators, the parties agree as follows:

The term of the Agreement Amendment shall be from date of execution to and through August 31, 2024. Work on the project shall begin after January 1st each year and shall be completed by September 1st each year for each of 2023 and 2024, at an amount not to exceed Twenty-Six Thousand Seven Hundred Eighty-Nine Dollars and Seventy-Seven Cents (\$26,789.77).

All other terms and conditions of the December 21, 2017 Agreement shall remain the same. IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

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

**Cummins, Inc.**

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

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

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

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

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



# Sales and Service

MISHAWAKA IN BRANCH  
3025 NORTH HOME STREET  
MISHAWAKA, IN 46545  
Phone: 574-252-2154

## PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CITY OF GOSHEN 204 E JEFFERSON ST Goshen, IN 46528	Contact: Jeff Halsey Phone: 574 206-3111 Fax: 574 533-8626 Cust Id: 508428	Quote Date: 05-AUG-22 Quote Expires: 16-NOV-22 Quote Num: 173636 Quoted By: Carla Figueroa Quote Term: 2 Year(s)

### Site Information

1	EGBERT FIRE DEPT	308 EGBERT RD	GOSHEN	IN	46526
2	MUNICIPAL BUILDING	111 EAST JEFFERSON	GOSHEN	IN	46526
3	GOSHEN STREET DEPT.	475 STEURY AVE	GOSHEN	IN	46528
4	ALPRO LIFT STATION	3715 E KERCHER RD	GOSHEN	IN	46526
5	BASHOR LIFT STATION	2412 BASHOR RD	GOSHEN	IN	46526
6	CARTER LIFT STATION	300 CARTER RD	GOSHEN	IN	46526
7	CENTURY DR LIFT STATION	2052 CENTURY DR	GOSHEN	IN	46528
8	CLINTON LIFT STATION	2203 E CLINTON ST	GOSHEN	IN	46528
9	CR 28 LIFT STATION	22501 CR 28	GOSHEN	IN	46528
10	CR 38 LIFT STATION	3118 E KERCHER RD	GOSHEN	IN	46526
11	FAIRFIELD SCH LIFT STATIO	67256 CR 31	GOSHEN	IN	46528
12	GOSHEN AIRPORT LIFT	66675 US 33	GOSHEN	IN	46528
13	KERCHER LIFT STATION	111 W KERCHER RD	GOSHEN	IN	46526
14	LINCOLN LIFT STATION	1102 LINCOLN AVE	GOSHEN	IN	46528
15	LYNWOOD LIFT STATION	1915 LYNWOOD DR	GOSHEN	IN	46526
16	STARCRAFT LIFT STATION	2701 COLLEGE AVE	GOSHEN	IN	46528
17	TWELFTH ST LIFT STATION	1711 TWELFTH ST	GOSHEN	IN	46528
18	PLANT SCADA MAINT	1000 W WILDEN AVE	GOSHEN	IN	46528
19	WATER TOWER	2109 CARAGANA CT	GOSHEN	IN	46526
20	HILLTOP	111 HILLTOP	GOSHEN	IN	46528
21	CLINTON WATER TOWER	2502 W CLINTON	GOSHEN	IN	46526
22	KERCHER PLANT	1513 EISENHOWER DRIVE N	GOSHEN	IN	46526
23	NORTH PLANT	308 N 5TH ST	GOSHEN	IN	46528
24	CENTRAL STATION	209 N 3RD ST	GOSHEN	IN	46526
25	COLLEGE AVE STATION	1203 COLLEGE AVE	GOSHEN	IN	46526
26	RELIANCE ROAD STATION	209 N 3RD ST	GOSHEN	IN	46526

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	4225290	GENERAC	GEN SET	0050531	4225290	ST
2	MUNICIPAL BLD	ONAN	GEN SET	100.0GGHH	I010287095	ST
3	G110233998	ONAN	60.0 GGHE-7529	60.0 GGHE-7529827	G110233998	ST
4	H080199787	ONAN	35.0GGFD	35.0GGFD	H080199787	ST
5	J070121241	ONAN	GEN SET	GGHG	J070121241	AC
6	D010228045	ONAN	GGHB-4958155A	GGHB-4958155A	D010228045	ST
7	G030528055	GEN SET	UNLISTED	GGHG	G030528055	GENSET
8	0872481565	ONAN	GEN SET	30EK-15R/9182D	0872481565	AC
8	CLINTON LIFT S	ONAN	STANDBY SYST	GG02	H180404348	ST
9	SG035K364	GENERAC	GEN SET	98A04384	SG035K364	ST
10	I10054189	ONAN	GEN SET	GGMB	I10054189	AC



# Sales and Service

## PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>		<u>Customer Contact</u>		<u>Quote Information</u>		
CITY OF GOSHEN 204 E JEFFERSON ST Goshen, IN 46528		Contact: Jeff Halsey		Quote Date: 05-AUG-22		
		Phone: 574 206-3111		Quote Expires: 16-NOV-22		
		Fax: 574 533-8626		Quote Num: 173636		
		Cust Id: 508428		Quoted By: Carla Figueroa		
				Quote Term: 2 Year(s)		
11	SG0060-J365	GENERAC	GEN SET	4210660200	SG0060-J365	ST
12	SG0070-J366	GENERAC	GEN SET	4210640100	SG0070-J366	ST
13	C140657591	ONAN	GEN SET	GGPB	C140657591	AC
14	A110181206	ONAN	GEN SET	GGHE	A110181206	AC
15	H140729591	ONAN	GENSET	20.0 GGMA	H140729591	ST
16	F160964091	ONAN	GEN SET	GG02-1622655-A	F160964901	ST
17	E990906308	ONAN	GEN SET	GGHD	E990906308	AC
18	A110180417	ONAN	25.OGGMB-6324	25.GGMB-6324016C	A110180417	ST
19	I150874856	ONAN	GEN SET	GG02-1525145-A	I150874856	ST
20	HILLTOP	GENERAC	3137330200	3137330200	2072237	ST
21	UNIT 1	ONAN	GEN SET	GG02-1422894A	K140769997	ST
22	ED-92508-2/27	GEN SET	WITH ENCLOSURE	680FDF4352AA W	ED-92508-2/27	GEN SET
23	33JDGMFP0003	KOHLER	GEN SET	750 REOZMD	33JDGMFP0003	ST
24	NFS00851	OLYMPIAN	GEN SET	G35F3S	NFS00851	ST
25	4306527	GENERAC	GEN SET	QT02015ANSN	4306527	ST
26	4528363	GENERAC	GEN SET	QT03524ANSN	4528363	ST

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	4225290	FULL PM SERVICE (FS)	1	459.75	459.75
		INSPEC SVC W/SAMPLE	1	233.28	233.28
2	MUNICIPAL BLD.	FULL PM SERVICE (FS)	2	404.99	809.98
		INSPEC SVC W/SAMPLE	2	270.59	541.18
3	G110233998	FULL PM SERVICE (FS)	2	414.97	829.94
		INSPEC SVC W/SAMPLE	2	288.58	577.16
4	H080199787	INSPEC SVC W/SAMPLE	2	237.62	475.24
5	J070121241	INSPEC SVC W/SAMPLE	2	275.27	550.54
6	D010228045	INSPEC SVC W/SAMPLE	2	283.59	567.18
7	G030528055	INSPEC SVC W/SAMPLE	2	276.25	552.50
8	0872481565	INSPEC SVC W/SAMPLE	2	224.31	448.62
8	CLINTON LIFT ST	FULL SVC W/SAMPLE	2	329.98	659.96
9	SG035K364	INSPEC SVC W/SAMPLE	2	234.29	468.58
10	I10054189	INSPEC SVC W/SAMPLE	2	239.28	478.56
11	SG0060-J365	INSPEC SVC W/SAMPLE	2	293.57	587.14
12	SG0070-J366	INSPEC SVC W/SAMPLE	2	364.52	729.04
13	C140657591	INSPEC SVC W/SAMPLE	2	234.29	468.58
14	A110181206	INSPEC SVC W/SAMPLE	2	288.58	577.16
15	H140729591				



# Sales and Service

## PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>		<u>Customer Contact</u>		<u>Quote Information</u>	
CITY OF GOSHEN 204 E JEFFERSON ST Goshen, IN 46528		Contact: Jeff Halsey Phone: 574 206-3111 Fax: 574 533-8626 Cust Id: 508428		Quote Date: 05-AUG-22 Quote Expires: 16-NOV-22 Quote Num: 173636 Quoted By: Carla Figueroa Quote Term: 2 Year(s)	
15	H140729591	INSPEC SVC W/SAMPLE	2	222.64	445.28
16	F160964091	INSPEC SVC W/SAMPLE	2	230.97	461.94
17	E990906308	INSPEC SVC W/SAMPLE	2	281.92	563.84
18	A110180417	INSPEC SVC W/SAMPLE	2	224.31	448.62
19	I150874856	INSPEC SVC W/SAMPLE	2	232.77	465.54
20	HILLTOP	FULL PM SERVICE (FS) INSPEC SVC W/SAMPLE	2 2	519.10 296.51	1,038.20 593.02
21	UNIT 1	INSPEC SVC W/SAMPLE	2	217.78	435.56
22	ED-92508-2/27	FULL SVC W/2 HR LOAD BANK INSPEC SVC W/SAMPLE	2 2	2,213.52 336.19	4,427.04 672.38
23	33JDGMFP0003	FULL PM SERVICE (FS) INSPEC SVC W/SAMPLE	2 2	1,373.46 387.64	2,746.92 775.28
24	NFS00851	FULL PM SERVICE (FS) INSPEC SVC W/SAMPLE	2 2	392.49 225.97	784.98 451.94
25	4306527	FULL PM SERVICE (FS) INSPEC SVC W/SAMPLE	2 2	390.99 230.97	781.98 461.94
26	4528363	FULL PM SERVICE (FS) INSPEC SVC W/SAMPLE	2 2	392.49 217.97	784.98 435.94

### \*\*\*Generator Planned Equipment Maintenance Quote\*\*\*

- Based on previous PM schedule, services are tentatively scheduled for:  
Maintenance Inspection with oil samples- TBD 2022 & September 2023  
Full Maintenance Service- TBD 2022 & September 2023  
Maintenance Inspection- March 2023 & 2024

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to: carla.figueroa@cummins.com 445-787-3057

### \*\*\*Payment Info\*\*\*

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

Purchase order bill must be made out to Cummins Inc. or Cummins Sales and Service PO# \_\_\_\_\_  
W9 available upon request.

### \*\*\*Auto Renewal Option\*\*\*

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. If you wish to participate in the auto renew option, please check the box below:

Opt-in to Automatic Renewal



# Sales and Service

## PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF GOSHEN 204 E JEFFERSON ST Goshen, IN 46528	Contact: Jeff Halsey Phone: 574 206-3111 Fax: 574 533-8626 Cust Id: 508428	Quote Date: 05-AUG-22 Quote Expires: 16-NOV-22 Quote Num: 173636 Quoted By: Carla Figueroa Quote Term: 2 Year(s)

This agreement will automatically renew at the end of the term for a period equal to the original term (the Renewal Term). In such event, cost increases for the Renewal Term will not exceed 4%. Either party has the right to terminate this Agreement with thirty (30) days prior written notice unless the work has already been performed.

For any questions regarding your account or additional sales opportunities:

### Territory Manager Contact Information:

Jillian Wippel  
Phone: 260-241-1718  
Email: jillian.wippel@cummins.com

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization. PM customers receive a discounted labor rate on recommended repairs for units on this agreement.

<b>Standard Agreement Amount</b>	<b>\$26,789.77</b>
<b>Proposal Total</b>	<b>\$26,789.77</b>

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

### **Customer Approval**

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

### **CUMMINS INC**

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





**CITY OF GOSHEN LEGAL DEPARTMENT**

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February 27, 2023

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Renumber Resolution 2023-04 to Resolution 2023-05 for the Interlocal Agreement with Elkhart County for Animal Control Services

On February 13, 2023, the Board adopted Resolution 2023-04, Interlocal Agreement with Elkhart County for Animal Control Services. It was discovered after the meeting that Resolution 2023-04 was also used to authorize a special purchase. To avoid duplication, it is recommended that the Board renumber Resolution 2023-04 to Resolution 2023-05 for the Interlocal Agreement with Elkhart County for Animal Control Services.

**Suggested Motion:**

**Move to renumber Resolution 2023-04 to Resolution 2023-05 for the Interlocal Agreement with Elkhart County for Animal Control Services.**



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

February 27, 2023

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Resolution 2023-06 – Acquisition of Real Estate at 3105 Peddler’s Village Road

The City is planning to make roadway improvements at the intersection of Reliance Road and Peddler’s Village Road and needs to acquire certain real estate for this project. Resolution 2023-06 approves the terms and conditions of an Agreement for the Sale and Purchase of Real Estate with Charles R. Moore, Sr. and Brenda S. Moore for the City’s acquisition of real estate at 3105 Peddler’s Village Road, and authorizes the Mayor to execute the Agreement and any other documents on behalf of the Board and the City of Goshen for this purpose.

**Suggested Motion:**

**Move to adopt Resolution 2023-06, Acquisition of Real Estate at 3105 Peddler’s Village Road.**

**Goshen Board of Public Works and Safety  
Resolution 2023-06**

**Acquisition of Real Estate at 3105 Peddler’s Village Road**

WHEREAS the City of Goshen plans to make roadway improvements at the intersection of Reliance Road and Peddler’s Village Road, hereinafter referred to as the “Project.”

WHEREAS the City of Goshen needs to acquire certain real estate for the Project more commonly known as 3105 Peddler’s Village Road, Goshen, hereinafter referred to as the “Real Estate.”

WHEREAS the Goshen Redevelopment Commission is providing funding for the City’s acquisition of the Real Estate.

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

- (1) The terms and conditions of the Agreement for the Sale and Purchase of Real Estate attached to and made a part of this resolution are approved.
- (2) Mayor Jeremy P. Stutsman is authorized to execute the Agreement for the Sale and Purchase of Real Estate and any other documents on behalf of the Goshen Board of Public Works and Safety and the City of Goshen that are necessary to effectuate the City’s acquisition of the Real Estate.
- (3) The execution of the Agreement for the Sale and Purchase of Real Estate shall be presented to the Goshen Redevelopment Commission for approval and/or ratification.

PASSED by the Goshen Board of Public Works and Safety on February \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

## **AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE**

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 2023, which is the last signature date set forth below, by and between **Charles R. Moore, Sr. and Brenda S. Moore, husband and wife** (“Seller”), and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Board of Public Works and Safety (“Goshen”).

### **REAL ESTATE**

In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, Seller agrees to sell and Goshen agrees to purchase the following real estate located in Concord Township, Elkhart County, Indiana, more commonly known as **3105 Peddler’s Village Road, Goshen, IN 46526**, and more particularly described as follows:

Lot Numbered Two (2) as the said Lot is known and designated on the recorded Plat of KILMER MINOR SUBDIVISION in Concord Township; said Plat being recorded in Plat Book 18, page 34, in the Office of the Recorder of Elkhart County, Indiana.

Parcel Number: 20-06-36-478-013.000-013

The above described real estate is hereinafter referred to as the “Real Estate.”

The Real Estate shall include all land, all pertinent rights, privileges and easements and all buildings and fixtures in their present condition.

### **IN LIEU OF EMINENT DOMAIN**

Goshen is acquiring the Real Estate make roadway improvements at the intersection of Reliance Road and Peddler’s Village Road. While the terms have been amicably negotiated between the parties, the parties have entered into the negotiation process to avoid the commencement of an eminent domain lawsuit.

### **PURCHASE PRICE**

Goshen agrees to pay and Seller agrees to accept the total sum of One Hundred Thirty Thousand Dollars (\$130,000) to be paid at the closing.

## **APPRAISAL**

Goshen has obtained at Goshen's expense an appraisal of the Real Estate. Goshen has supplied a copy of the appraisal to Seller.

## **ADDITIONAL COMPENSATION DUE SELLER**

In addition to the purchase price set forth in the agreement, Goshen owes the following additional obligations to Seller for the Seller's relocation to a new site.

(1) In accordance with Indiana Code § 8-23-17-13(1), Goshen will pay to Seller actual reasonable expenses incurred by Seller in moving. Such reasonable expenses shall not exceed Two Thousand Five Hundred Dollars (\$2,500). The payment will be made after possession of the Real Estate is delivered to Goshen and within thirty (30) days after Goshen receives an invoice with supporting expense documentation from Seller.

(2) In accordance with Indiana Code § 8-23-17-17(a), Goshen will pay to Seller Two Thousand Five Hundred Dollars (\$2,500) to enable Seller to make a down payment on the purchase of an adequate replacement dwelling. The payment will be made within thirty (30) days of the execution of this agreement or at closing, whichever occurs first.

(3) In accordance with Indiana Code § 8-23-17-17(b), Goshen will pay to Seller reasonable expenses incurred by Seller for evidence of title, recording fees, and other closing costs incidental to the purchase of the replacement dwelling, but not including prepaid expenses. The payment will be made within thirty (30) days after Goshen receives a supporting expense documentation (i.e., settlement statement) from Seller.

(4) In accordance with Indiana Code § 8-23-17-18 and Indiana Code § 8-23-17-20 and upon request of Seller, Goshen agrees to provide relocation assistance to Seller.

## **TAXES AND ASSESSMENTS**

Seller shall pay the real estate taxes and assessments for 2022 due and payable in 2023. The real estate taxes and assessments for 2023 due and payable in 2024 shall be prorated between Seller and Goshen as of the date of closing. If the tax rate and/or assessment for taxes have not been determined, the rate and/or assessment shall be assumed to be the same as the prior year for

the purpose of proration and credit for due but unpaid taxes and assessments. Goshen shall pay all real estate taxes and assessments for 2024 due and payable in 2025 and thereafter.

### **TITLE SEARCH**

Goshen has obtained a title search for the Real Estate at Goshen's expense. Any encumbrances or defects in title must be removed by Seller and Seller must convey merchantable title subject to standard title exceptions. Seller agrees to pay the cost of obtaining all other documents necessary to perfect title so that merchantable title can be conveyed.

### **MORTGAGE**

The title search shows a mortgage on the Real Estate. The mortgage shall be paid in full from the sale proceeds at the closing. Seller agrees to cooperate with Goshen in obtaining an accurate pay off amount for the mortgage as of the date of the closing with a per diem amount for at least ten (10) days after the closing date.

### **WARRANTY DEED**

Seller shall deliver to Goshen a warranty deed conveying merchantable title to the Real Estate free and clear of all liens and encumbrances, except conditions of record including, but not limited to zoning restrictions, taxes, easements, and assessments. Title shall be transferred to "City of Goshen, Indiana".

### **CLOSING**

A closing will be held on or before March 31, 2023, unless the parties agree to a later date in writing.

Goshen will pay the cost of the closing agent and costs of the closing except to the extent that such costs are specifically designated as the cost of the Seller by the terms of this agreement.

### **POSSESSION OF REAL ESTATE**

(1) Possession and occupancy of the Real Estate will be delivered to Goshen on or before June 15, 2023, unless a later date of occupancy is agreed to in writing by Seller and Goshen.

(2) Except for any salvage rights granted to Seller, Seller shall maintain the Real Estate in its present condition as long as Seller retains possession.

(3) Seller shall remove all personal property and debris that is not included in the sale.

(4) Seller shall be responsible for payment of all utility charges through the date of possession.

(5) Seller shall assume the risk of loss until the closing at which time Goshen shall assume the risk of loss, unless Seller retains possession after the closing date. If possession is retained by Seller, the risk of loss shall remain with Seller until possession is given to Goshen.

### **SALVAGE RIGHTS**

As long as the structure on the Real Estate can be secured and remains stable and safe, Seller may salvage any fixtures or other parts of the structure. All salvage work must be completed by Seller when possession is delivered to Goshen which shall be on or before June 15, 2023.

### **AMENDMENT**

Any amendment or modification to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

### **MISCELLANEOUS**

(1) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

(2) In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.

(3) In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

(4) In the event that any provision of this agreement 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 this agreement shall not affect the validity or enforceability of any other provision of this agreement.

(5) All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

(6) This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Goshen and Seller.

IN WITNESS WHEREOF, the parties have set their hands to this agreement on the dates as set forth below.

**Seller**

**Goshen**

\_\_\_\_\_  
Charles R. Moore, Sr.

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

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor  
Goshen Board of Public Works and Safety  
City of Goshen, Indiana

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

\_\_\_\_\_  
Brenda S. Moore

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





**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

February 27, 2023

To: Board of Public Works and Safety  
From: Shannon Marks, Legal Compliance Administrator  
Subject: Resolution 2023-08, Special Purchase of Road Salt

For several years, the City of Goshen has participated in the State of Indiana's Road Salt Program. The State is currently developing the 2023-2024 road salt bid, and political subdivisions that wish to participate in the program must provide the State the tonnage of road salt that it will commit to purchase under the State's quantity purchase agreement. Resolution 2023-08 authorizes the City to make a special purchase by participating in the State's program, and authorizes the City to request 1,200 tons of road salt thereby committing to purchase a minimum of 960 tons and up to 1,440 tons. After the State goes through the bidding process, we will know the who the contract is awarded to and the contract pricing.

**Suggested Motion:**

**Move to adopt Resolution 2023-08, Special Purchase of Road Salt.**

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY  
RESOLUTION 2023-08**

**Special Purchase of Road Salt**

WHEREAS the City may make a special purchase under Indiana Code § 5-22-10 if it determines the basis for the special purchase and the selection of a particular contractor.

WHEREAS Indiana Code § 5-22-10-15(b) allows a political subdivision to make a special purchase of equipment, goods or materials if the purchase is made from a person that has a contract with a state agency and the person's contract with the state requires the person to make the equipment, goods or materials available to political subdivisions.

WHEREAS political subdivisions may elect to participate in the State of Indiana Road Salt Program which permits the political subdivisions to purchase road salt under the State's quantity purchase agreement.

WHEREAS the State of Indiana is currently developing the 2023-2024 road salt bid. A political subdivision that elects to participate in the Road Salt Program must provide the Indiana Department of Administration the tonnage of road salt that the political subdivision will commit to purchase under the State's quantity purchase agreement. A participating political subdivision will be required to purchase a minimum of 80% of the tonnage requested and may purchase up to a maximum of 120% of the tonnage requested.

WHEREAS on behalf of the City of Goshen, the Goshen Street Department requests authorization to participate in the State of Indiana's 2023-2024 Road Salt Program.

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

- (1) On behalf of the City of Goshen, the Goshen Street Department is authorized to make a special purchase pursuant to Indiana Code § 5-22-10-15(b) by participating in the State of Indiana's 2023-2024 Road Salt Program.
- (2) The City of Goshen is authorized to request 1,200 tons of road salt thereby committing to purchase a minimum of 960 tons and up to 1,440 tons of road salt under the State's quantity purchase agreement.
- (3) The actual purchase will be through the contractor who is awarded the bid by the State of Indiana and based on the State's awarded contract price per ton under the quantity purchase agreement.
- (4) The contract records for the special purchase authorized by this resolution shall be maintained by the Goshen Board of Public Works and Safety in a separate file in the Clerk-Treasurer's Office for a minimum of five (5) years in accordance with Indiana Code § 5-22-10-3.

PASSED by the Goshen Board of Public Works and Safety on February 27, 2023.

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Jeremy P. Stutsman, Mayor

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Member

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Member

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Member

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Member



## CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

February 27, 2023

To: Goshen Board of Public Works and Safety  
From: Shannon Marks, Legal Compliance Administrator  
Subject: Public Recycling Drop-Off Site Services

Bids were received on February 13, 2023 for the collection, transport and processing of recyclable materials from the City's new public recycling drop-off site, including the supply of containers. BFI Waste Services of Indiana LP, d/b/a Republic Services of Elkhart's bid was based on the City's Specifications and Contract Documents. The bid submitted by Borden Waste-Away Service, Inc. was an alternate bid. A summary comparing the two bids received is attached.

It is recommended that the Board award the bid for Public Recycling Drop-Off Site Services to BFI Waste Services of Indiana LP, d/b/a Republic Services of Elkhart, as the lowest responsible and responsive bidder.

It is also recommended that the Board approve the Contract with BFI Waste Services of Indiana LP, d/b/a Republic Services of Elkhart for Public Recycling Drop-Off Site Services, and authorize the Mayor to execute the Contract on behalf of the Board of Public Works and Safety and the City of Goshen. Republic Services will begin providing services on April 1, 2023, and the initial contract term shall continue through December 31, 2027. The Contract may be extended up to 19 additional months. The total cost of services for the initial term is \$239,859.84. If the Contract is extended, the monthly cost will be \$4,707.13 in 2028 and \$4,895.42 in 2029.

### Suggested Motions:

1. Award the bid for Public Recycling Drop-Off Site Services to BFI Waste Services of Indiana LP, d/b/a Republic Services of Elkhart, as the lowest responsible and responsive bidder.
2. Approve the Contract for Public Recycling Drop-Off Site Services with BFI Waste Services of Indiana LP, d/b/a Republic Services of Elkhart, and authorize the Mayor to execute the Contract on behalf of the Board of Public Works and Safety and the City of Goshen.

**Public Recycling Drop-Off Site Services  
February 13, 2023 Bid Summary**

Bidder	Borden Waste-Away Service, Inc. 1601 W. Beardsley Ave. Elkhart, IN 46514			BFI Waste Services of Indiana LP d/b/a Republic Services of Elkhart 57820 Charlotte Ave. Elkhart, IN 46517		
	Alternate Bid Service 1 time/day, 7 days/week with extra service rate of \$386.76 (5% annual increase)					
Initial Term	Monthly Cost		Annual Cost	Monthly Cost		Annual Cost
2023	\$9,945.15	x 9 mos.	\$89,506.35	\$3,869.00	x 9 mos.	\$34,821.00
2024	\$10,442.40	x 12 mos.	\$125,308.80	\$4,023.76	x 12 mos.	\$48,285.12
2025	\$10,964.52	x 12 mos.	\$131,574.24	\$4,184.71	x 12 mos.	\$50,216.52
2026	\$11,512.75	x 12 mos.	\$138,153.00	\$4,352.01	x 12 mos.	\$52,224.12
2027	\$12,088.39	x 12 mos.	\$145,060.68	\$4,526.09	x 12 mos.	\$54,313.08
	Total Initial Term			Total Initial Term		
	\$629,603.07			\$239,859.84		
Optional Extension						
2028	\$12,695.81	x 12 mos. (up to)	\$152,349.72	\$4,707.13	x 12 mos. (up to)	\$56,485.56
2029	\$13,327.45	x 7 mos. (up to)	\$93,292.15	\$4,895.42	x 7 mos. (up to)	\$34,267.94

**CITY OF GOSHEN, INDIANA**  
**CONTRACT FOR PUBLIC RECYCLING DROP-OFF SITE SERVICES**

THIS CONTRACT (“Contract”) is entered into on \_\_\_\_\_, 2023, which is the date of the last signature set forth on the signature page, by and between **BFI Waste Services of Indiana, LP, d/b/a Republic Services of Elkhart** (“Contractor”), whose mailing address is 57820 Charlotte Avenue, Elkhart, IN 46517, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

**1. Component Parts of this Contract.**

- (A) This Contract shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
  - (1) City of Goshen, Indiana Specifications and Contract Documents for PUBLIC RECYCLING DROP-OFF SITE SERVICES, including the collection, transport, and processing of recyclable materials from the City’s public recycling drop-off site. Services include the supply and maintenance of collection containers.
  - (2) Contractor’s Proposal as submitted to City, including all submittals and attachments prepared by Contractor.
  - (3) Amendments that may be subsequently executed by City and Contractor.
  - (4) Contractor’s certificate of insurance.
- (B) The above documents are specifically incorporated into this Contract by reference.
- (C) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
  - (1) This Contract, and any Amendments;
  - (2) The Specifications and Contract Documents; and
  - (3) Contractor’s Proposal.

**2. Scope of Services.**

- (A) Contractor shall provide all Services for the collection, transport and processing of recyclable materials from the City’s public recycling drop-off site as described in further detail in Exhibit A, Detailed Specifications, attached hereto and fully incorporated into this Contract. Services shall include the supply and maintenance of collection containers.
- (B) Contractor shall provide all supervision, labor, materials, equipment, services, permits and other items necessary to provide the Services in accordance with this Contract.

3. **Effective Date; Term.**

- (A) The Contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- (B) Contractor shall begin providing Services under this Contract on April 1, 2023. The initial term of the Contract shall remain in full force and effect to and including December 31, 2027, unless otherwise terminated by either party in accordance with the terms and conditions of the Contract.
- (C) Upon written approval of the parties, the Contract may be extended under the same terms and conditions up to nineteen (19) additional months. Either party shall provide the other party notice in writing by July 31, 2027 of its intent or desire to extend the Contract.

4. **Compensation; Payment.**

- (A) City shall pay Contractor on a monthly basis for the performance of the Services under this Contract based on the following costs:

<u>Initial Term</u>	<u>Monthly Cost</u>		<u>Annual Cost</u>
2023	\$3,869.00 per month	for 9 months	\$34,821.00 for 2023
2024	\$4,023.76 per month	for 12 months	\$48,285.12 for 2024
2025	\$4,184.71 per month	for 12 months	\$50,216.52 for 2025
2026	\$4,352.01 per month	for 12 months	\$52,224.12 for 2026
2027	\$4,526.09 per month	for 12 months	\$54,313.08 for 2027

Optional Extension

Should City and Contractor agree to extend the Contract under the same terms and conditions after the initial term, City shall pay Contractor on a monthly basis based on the following costs:

2028	\$4,707.13 per month	for up to 12 months	\$56,485.56 for 2028
2029	\$4,895.42 per month	for up to 7 months	\$34,267.94 for 2029

- (B) Upon receipt of a detailed invoice, City shall pay Contractor for Services satisfactorily performed the previous calendar month in accordance with the Specifications and Contract Documents.
- (C) Contractor shall submit invoices and reports to City at the following address, or at such other address as City may designate in writing.

City of Goshen  
c/o Clerk-Treasurer's Office  
202 South Fifth Street, Suite 2  
Goshen, IN 46528

- (D) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of the detailed invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (E) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

5. **Independent Contractor.**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. 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 Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

6. **Non-Discrimination.** In accordance with Indiana Code § 22-9-1-10, a contractor in any contractor tier shall not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

7. **Employment Eligibility Verification.**

- (A) In accordance with Indiana Code § 22-5-1.7 et seq., Contractor shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with a person that Contractor subsequently learns is an unauthorized alien. By execution of the Contract, Contractor affirms that Contractor does not knowingly employ an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this Contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the Contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

8. **Indemnification.**

- (A) Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this Contract. Such indemnity shall include reasonable



attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this Contract.

- (B) Contractor shall be responsible for all injuries to persons and for all damages to property of City or others caused by or resulting from the negligence of Contractor or any of Contractor's agents, officers, and employees during the performance of Services under this Contract.

9. **Insurance.**

- (A) Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the Contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
  - (1) Workers Compensation and Employer's Liability - Statutory Limits
  - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
  - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (4) Excess Umbrella Coverage - \$1,000,000 each occurrence

10. **Force Majeure.**

- (A) 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. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds fifteen (15) 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.

11. **Default.**

- (A) It shall be mutually agreed that if Contractor fails to perform the Services in accordance with the Specifications and Contract Documents for a period of at least seven (7) days, except under conditions of force majeure, Contractor may be considered in default.

- (B) Contractor may also be considered in default by the City if any of the following occur:
- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Contract.
  - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
  - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
  - (4) Contractor 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 Contractor or any of Contractor's property.
  - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specifications and Contractor Documents.
  - (7) The Contract is subcontracted by Contractor without the consent of City.
  - (8) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.

**12. Termination.**

- (A) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (B) City may terminate this Contract, in whole or in part, in the event of default by Contractor. In such event, City may issue a written notice of default and provide a period of time that shall not be less than seven (7) calendar days in which Contractor 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.
- (C) In the event of default and failure of Contractor to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred. If such provisions are made by City, Contractor shall be responsible for any and all cost incurred by City, and such amounts shall be deducted from amounts City may owe Contractor. If the costs exceed the amounts owed to Contractor, Contractor is liable to reimburse City for any such costs.
- (D) Notwithstanding all other terms and conditions, the Contract is subject to the appropriation of funds by the Goshen Common Council. City administration covenants to include funds for the Contract in its annual budget proposals during the term of the Contract and to use its best efforts to secure approval by the Common Council. In the event that funds are not appropriated or otherwise available to support the continuation of performance of this contract, the same shall terminate without penalty.
- (E) Upon termination, Contractor shall be compensated for Services rendered prior to the effective date of termination, subject to any reimbursements due to City by reason of default.
- (F) 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.

13. **Subcontracting or Assignment of Contract.**
- (A) Contractor shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the Contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.
  - (B) For the purposes of this Contract, the Contractor's selection of a recyclable materials processing facility does not require the written approval from City.
14. **Amendments.** Any modification or amendment to the terms and conditions of the Contract, including a change order, 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.
15. **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.
16. **Applicable Laws.**
- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract are incorporated by reference.
  - (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Services. Failure to do so may be deemed a material breach of Contract.
17. **Miscellaneous.**
- (A) 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.
  - (B) In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
  - (C) These documents 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.
  - (D) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.
18. **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.
19. **Notice.** Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

City: City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson St., Suite 2  
Goshen, IN 46528  
Email: Legal@goshencity.com

Contractor: BFI Waste Services of Indiana, LP, d/b/a Republic Services of Elkhart  
Attention: Ernie Kumpf, Operations Manager  
57820 Charlotte Avenue  
Elkhart, IN 46517  
Email: EKumpf@republicservices.com

and

C T Corporation System, Business Commercial Registered Agent for  
BFI Waste Services of Indiana, LP, d/b/a Republic Services of Elkhart  
334 North Senate Avenue  
Indianapolis, IN 46204

20. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.
21. **Authority to Execute.** The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

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

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

**BFI Waste Services of Indiana, LP,**  
**d/b/a Republic Services of Elkhart**

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

\_\_\_\_\_  
James D. Metros, Municipal Services Manager

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

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

## EXHIBIT A

### CITY OF GOSHEN, INDIANA PUBLIC RECYCLING DROP-OFF SITE SERVICES DETAILED SPECIFICATIONS

#### 1. **Background.**

- (A) City of Goshen has developed a new public recycling center drop-off site (hereinafter the “Site”) located on North Indiana Avenue south of West Wilden Avenue and north of the railroad. The approved site plan for the Site is attached as Exhibit B.
- (B) The County of Elkhart has provided recycling drop-off site services on a county-wide basis for more than ten years. There were ten (10) locations in 2021 which was reduced to five (5) locations in 2022. Two (2) of the drop-off sites were located in the Goshen city limits. The County of Elkhart will no longer be providing recycling drop-off site services as of April 1, 2023. The County is proposing to provide the City with funding assistance to provide a recycling drop-off site for use by any resident.
- (C) As of August 1, 2022, the City of Goshen began providing eligible residences in the Goshen city limits with curbside recycling services on a bi-weekly basis.
- (D) The table attached as Exhibit C sets forth the estimated number of tons of recyclable materials collected from the two (2) drop-off sites located in the Goshen city limits in 2021 and part of 2022. The table also includes the total tons of recyclable materials collected from Goshen’s residential curbside recycling since August 2022.

#### 2. **Contract Term.** Contractor shall begin providing Services under the Contract on April 1, 2023. Subject to the annual appropriation of funding by the Goshen Common Council, the initial term of the Contract shall remain in full force and effect to and including December 31, 2027. The Contract may be extended up to nineteen (19) additional months by either party giving the other party written notice by July 31, 2027 of its intent or desire to extend the contract.

#### 3. **Services Provided.**

- (A) Contractor shall provide all Services under this Contract which shall include the provision for all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the Services as further described in these detailed specifications.
- (B) Services, in general, are for the collection, transport, and processing of recyclable materials from the City’s Site identified in Exhibit A. Services shall include the supply and maintenance of containers. There shall be no additional cost to City by Contractor for the containers.
- (C) The recyclable materials to be collected shall include, at a minimum, cardboard, paperboard, newspaper, magazines/catalogs, copy paper, mail, other paper products, plastic products (#1 through #7), glass products (clear and colored), and metal products (aluminum, steel, tin and bi-metal).
- (D) City does not guarantee the quantity of recyclable materials to be collected at the Site.
- (E) Contractor shall determine the container type, number, size and frequency of collection at the Site to provide cost effective, efficient level of services and ensure that all recyclable materials are contained inside the containers between collections. The container type and placement shall fit within the existing Site layout. Contractor shall submit with their proposal the following additional information:
  - (1) Complete list of recyclable materials to be collected.

- (2) Description of containers to be supplied, including the type, number, size, proposed layout and container labeling with graphics and simple text to identify the type of recyclable materials that are permitted.
- (3) Proposed collection schedule.

4. **Containers.**

- (A) Contractor shall supply and maintain containers for placement at the Site.
- (B) The Site is designed for the placement of up to ten (10), eight (8) cubic yard front-end containers. This does not preclude the Contractor from supplying another type of containers provided the containers can be fit within the existing Site layout.
- (C) The containers shall be designed for the disposal of single stream recyclable materials.
- (D) The containers shall be user-friendly and clearly labeled with graphics and simple text to identify the type of recyclable materials that are permitted to be placed in the containers.
- (E) The containers must adequately protect the materials from the weather, and designed in such a manner to prevent materials from blowing out. Containers shall have lids, doors or appropriately sized openings through which recyclable materials are deposited. Any lids or doors shall be easy for users to lift or otherwise open and close.
- (F) Contractor shall maintain the containers, by refurbishing, painting, and/or replacing when necessary to maintain a clean, orderly and inviting appearance of the Site.

5. **Collection Schedule.**

- (A) It shall be Contractor's responsibility to monitor the Site usage and determine the collection schedule. Contractor shall collect the recyclable materials from the Site as needed so that reasonable container capacity is available at all times and overfilling/spillage of recyclable materials is avoided. The usage of the Site may vary by season, and it is anticipated that the Site will have the greatest usage on weekends and after holidays.
- (B) At the election of the Contractor, the following holidays may be observed as non-collection days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- (C) Contractor shall ensure that the Site has been serviced on prior to the weekend or any of the previously mentioned holidays so that container capacity is available.
- (D) In the event the containers are full or nearly full, Contractor shall collect the recyclable materials from the Site even if the collection is outside Contractor's regular collection schedule. If a City representative observes that the containers are full or nearly full, City may request Contractor to collect the recyclable materials from the Site. Contractor shall schedule collection of the recyclable materials within 24 hours of the City's request.
- (E) Contractor shall perform collection services to the Site between the hours of 6:30 a.m. and 7:00 p.m. (local time).

6. **Contamination.**

- (A) In the event that a container is contaminated with excessive non-recyclable materials or other hazardous materials, Contractor may decline to empty the container. When Contractor has a reason to decline collection of such container, Contractor shall immediately contact City to report why the container was not collected. City and Contractor shall mutually agree upon a solution for handling the removal and disposal of the non-recyclable materials or other hazardous materials in the container.
- (B) In the event of container contamination and declined collection, Contractor shall contact City at 574-533-8621, or at such other number as City may designate in writing from time to time.

7. **Site Maintenance.**

- (A) Contractor is expected to provide reasonable ongoing Site maintenance by cleaning up the Site as needed so that no trash or recyclable materials are left outside the containers or on the ground when collecting recyclable materials at the Site. Collection of litter, small amounts of solid waste inadvertently dumped, and general housekeeping by Contractor on a regular basis is expected to maintain the Site in a clean, orderly and inviting appearance.
- (B) Contractor shall immediately report to City the occurrence of problems such as dumping of bulky items, large amounts of solid waste or hazardous wastes at the Site. In such event, City will arrange to clean up the Site and dispose of the bulky items, large amounts of solid waste, and/or hazardous wastes.
- (C) In the event of problems at the Site, including dumping of bulky items, large amounts of solid waste or hazardous wastes, Contractor shall contact City at 574-533-8621, or at such other number as City may designate in writing from time to time.

8. **Processing Facility.**

- (A) Contractor shall transport and process all recyclable materials collected at a properly licensed materials recovery facility or other facility to be used for processing the recyclable materials collected.
- (B) Contractor shall determine where to process the recyclable materials and assume all associated costs. Contractor shall have the responsibility for the marketing and sale of recyclable materials collected. Contractor is NOT required to share with or pay to City any portion of the revenues from marketing and sale of the recyclable materials.

9. **Collection Equipment.**

- (A) Contractor shall provide adequate equipment specifically designed and manufactured for the collection and transport of the recyclable materials. The equipment shall be enclosed or provided with suitable covers to prevent spillage, leaking and/or littering of waste.
- (B) Contractor shall maintain the collection equipment in proper operating condition, and equipment shall be maintained to minimize the leaking of fluids, noise pollution and air pollution. Contractor shall also maintain all collection equipment in a reasonably clean and professional appearance.
- (C) Contractor shall properly license and insure each vehicle.
- (D) Contractor is expected to have available back-up equipment during periods of breakdown or loss of primary equipment for any reason.

10. **Personnel.**

- (A) Contractor shall provide qualified personnel to provide Services to the Site.
- (B) Contractor's employees shall be reasonably identifiable by wearing a shirt or uniform bearing the company's name when performing Services.
- (C) Contractor's employees shall be courteous at all times, and shall not use loud or profane language.
- (D) Contractor's employees assigned to operate a vehicle shall carry an appropriate valid driver's license, and shall operate the vehicle in accordance with all federal, state and local regulations.

11. **Spillage or Leaking of Fluids, and/or Littering of Recyclable Materials or Waste.**

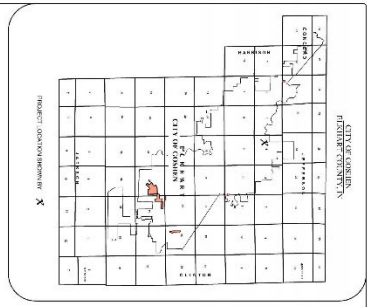
- (A) Contractor shall have sufficient tools and materials available in vehicles and shall clean up any spillage or leakage of fluids or littering of recyclable materials or wastes from Contractor's vehicles while performing Services.
- (B) Contractor shall ensure that recyclable materials or wastes are not left on public or private property or on public rights-of-way or otherwise scattered during the process of collection or transport of the recyclable materials.

- (C) Contractor shall clean up and remove any spillage or leakage of fluids and any recyclable materials or wastes left on public or private property or on public rights-of-way as soon as possible but not more than three (3) hours of the earliest of either:
  - (1) the notification to Contractor of the spillage, leakage or littering, or
  - (2) the knowledge of the spillage, leakage or littering by Contractor or Contractor's employees.
- (D) Contractor's failure or refusal to clean up any spillage or leakage of fluids or removal of littered recyclable materials or wastes within this time period or Contractor's refusal to rectify the problem may result in the clean-up and removal by City and the costs of such deducted from the payment due to Contractor.

12. **Damage to Property.** Contractor shall take all necessary precautions to avoid damaging any property during the performance of Services. Contractor shall repair or replace at Contractor's expense any property that is damaged by the negligence of Contractor or Contractor's employees.



# EXHIBIT B



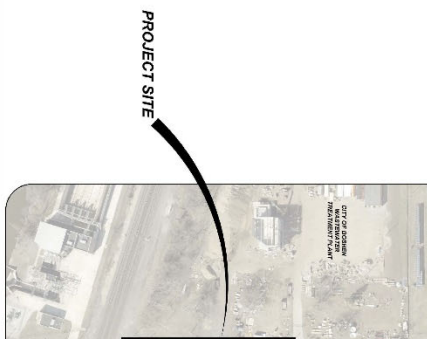
## NORTH INDIANA AVENUE RECYCLING DROP-OFF SITE JN: 2021-0035

**CITY OF GOSHEN REVIEW**  
 ENGINEERING  
 REVIEWED BY: [Signature]  
 REVIEW DATE: 03/22/2022  
 REVIEWED BY: [Signature]

**CITY OF GOSHEN REVIEW**  
 Planning  
 REVIEWED BY: [Signature]  
 REVIEW DATE: 03/22/2022  
 REVIEWED BY: [Signature]

City file requires before zoning certificate form is signed.

- UTILITIES**
- CAS**  
NINSO  
300 E. KIRKSPER ROAD  
GOSHEN, INDIANA 46526  
574-633-8891
  - ELECTRIC**  
NINCO  
200 N. STATE STREET  
GOSHEN, INDIANA 46526  
574-633-8890
  - COMMUNICATION**  
FRONTIER  
300 N. STATE STREET  
GOSHEN, INDIANA 46526  
574-633-8890
  - TELEPHONE**  
NINCO  
200 N. STATE STREET  
GOSHEN, INDIANA 46526  
574-633-8890
  - TELEVISION**  
NINCO  
200 N. STATE STREET  
GOSHEN, INDIANA 46526  
574-633-8890
  - WATER & SEWER**  
GOSHEN UTILITIES  
300 N. STATE STREET  
GOSHEN, INDIANA 46526  
574-633-8890
  - UTILITY COCHA B**  
NINCO  
200 N. STATE STREET  
GOSHEN, INDIANA 46526  
574-633-8890



**UTILITY LOCATIONS**  
 UTILITY LOCATIONS ARE APPROXIMATELY FROM RECORD REPRODUCTION AND MUST BE VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING UTILITY LOCATIONS AND BEARING ALL RESPONSIBILITY FOR ANY DAMAGE TO UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING UTILITY LOCATIONS AND BEARING ALL RESPONSIBILITY FOR ANY DAMAGE TO UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING UTILITY LOCATIONS AND BEARING ALL RESPONSIBILITY FOR ANY DAMAGE TO UTILITIES.

**VERTICAL CONTROL**  
 BENCHMARK NO. 2  
 ELEVATION: 100.00  
 LOCATION: 100' NORTH OF THE NORTHWEST CORNER OF THE PROJECT SITE.  
 BENCHMARK NO. 1  
 ELEVATION: 100.00  
 LOCATION: 100' WEST OF THE WEST LINE OF THE PROJECT SITE.  
 BENCHMARK NO. 3  
 ELEVATION: 100.00  
 LOCATION: 100' SOUTH OF THE SOUTHWEST CORNER OF THE PROJECT SITE.

**HORIZONTAL CONTROL**  
 GPO NO. 101 (GAIN SET 1) IS NORTH OF THE NORTHWEST CORNER OF THE PROJECT SITE.  
 GPO NO. 102 (GAIN SET 2) IS WEST OF THE WEST LINE OF THE PROJECT SITE.  
 GPO NO. 103 (GAIN SET 3) IS SOUTH OF THE SOUTHWEST CORNER OF THE PROJECT SITE.

**SHEET DESCRIPTION**

- X-2533-01 COVER SHEET
- X-2533-02 RECYCLING PLAN (CONTR.)
- X-2533-03 TYPING TEMPLATE
- X-2533-04 GROUND PLAN, ELEVATION CALCULATIONS
- X-2533-05 CUT/FILL QUANTITIES

**ENGINEERING BY:**  
 GOSHEN CITY ENGINEERING  
 300 N. STATE STREET  
 GOSHEN, INDIANA 46526  
 DATE: 03/22/2022

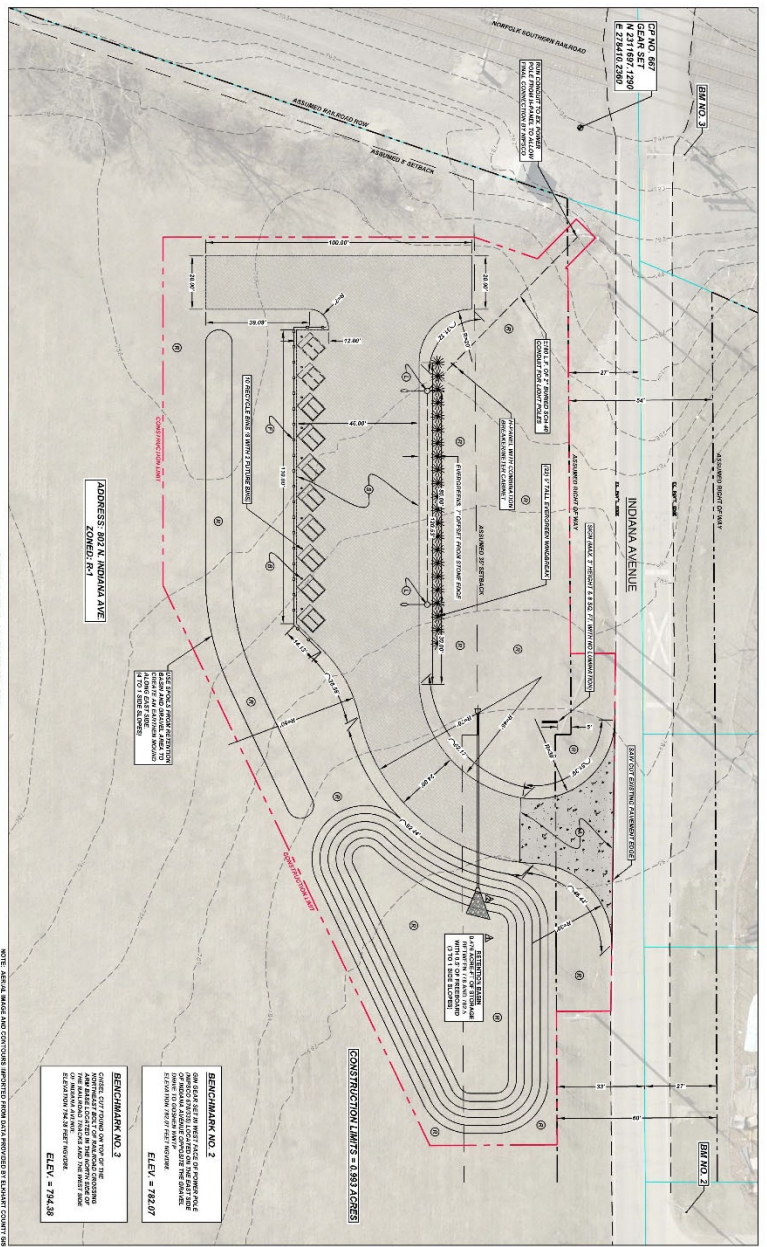
**DESIGNED BY:**  
 GOSHEN CITY ENGINEERING  
 300 N. STATE STREET  
 GOSHEN, INDIANA 46526  
 DATE: 03/22/2022

- ADMINISTRATION**
- MANAGER**  
JENNIFER P. EITZMAN
  - CITY CLERK/RECORDS**  
RICHARD A. MCNEIL
  - COMMON COUNCIL**  
DON NEUBRECHT, DISTRICT ONE  
DOUG MUELLER, DISTRICT TWO  
MATT BOHANNON, DISTRICT THREE  
MELISSA DECHON, DISTRICT FOUR  
OSBERTO PEREZ, DISTRICT FIVE  
BRIETT J. WOODILL, AT LARGE  
JULIA MING, AT LARGE
  - BOARD OF PUBLIC WORKS**  
ADJ. CLERK  
JENNIFER P. EITZMAN, VICE CHAIR  
MICHAEL A. LAYNE, MEMBER  
MARTY MICHAEL, MEMBER  
BRIAN SWARTZLEY, MEMBER  
FRANCOIS ROUSE, MEMBER

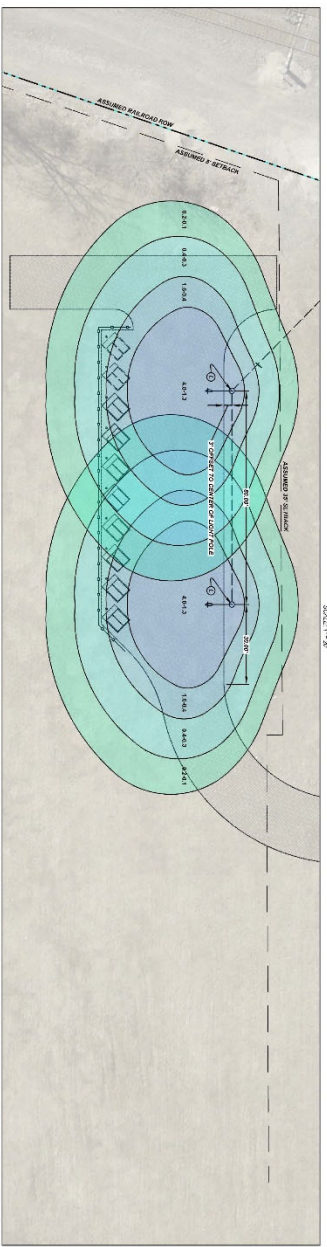
**CONSTRUCTION**  
 CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS AND BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING UTILITY LOCATIONS AND BEARING ALL RESPONSIBILITY FOR ANY DAMAGE TO UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING UTILITY LOCATIONS AND BEARING ALL RESPONSIBILITY FOR ANY DAMAGE TO UTILITIES.

**CONTRACTOR SHALL VERIFY**  
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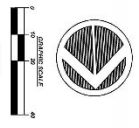
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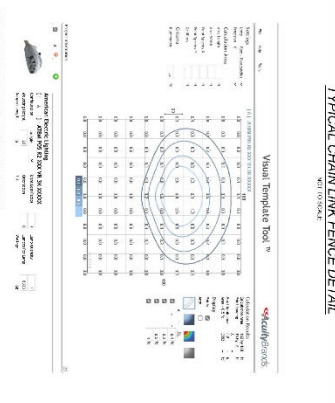
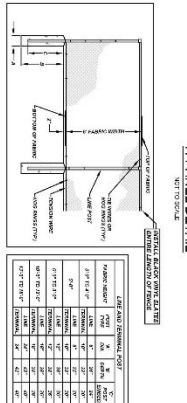
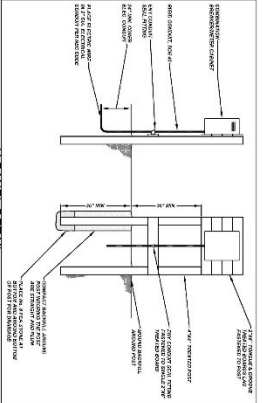
SITE AND LAYOUT PLAN



LIGHTING LAYOUT PLAN



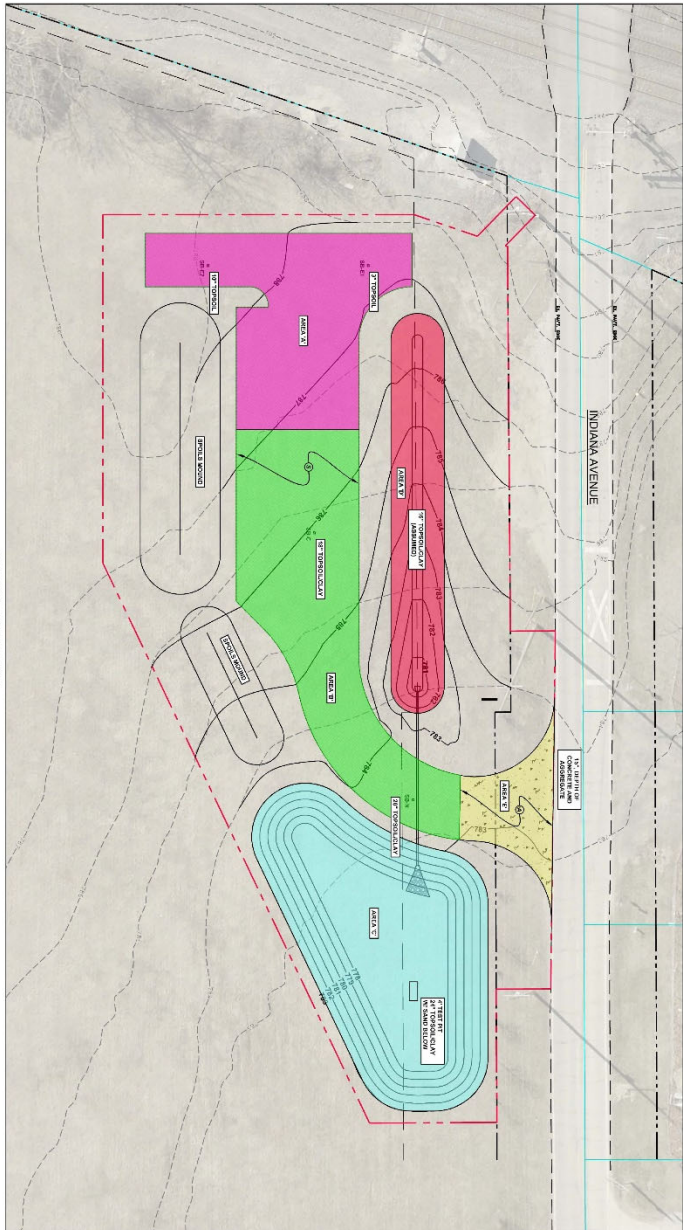
- LEGEND**
- 1. CONCRETE DRIVE APPROACH, CLASS II, 10% SUPERPAVE
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<p><b>NORTH INDIANA AVENUE RECYCLING DROP-OFF SITE</b></p> <p>SCALE: 1/8" = 1'-0"</p> <p>DATE: 08/11/2011</p> <p>PROJECT NO: 0811001</p> <p>DESIGNED BY: [Name]</p> <p>CHECKED BY: [Name]</p> <p>DATE: 08/11/2011</p> <p>SCALE: 1/8" = 1'-0"</p> <p>PROJECT NO: 0811001</p> <p>AS SHOWN</p> <p>X-2533-02</p>	<p><b>The City of Goshen</b></p> <p>Department of Public Works &amp; Safety</p> <p>Office of Engineering</p> <p>204 East Jefferson Street, Goshen, Indiana 46528</p> <p>Phone: 574-534-2201 Fax: 574-535-8626</p>		<p>REVISION</p> <p>NO. 1</p> <p>DATE</p> <p>DESCRIPTION</p>
			<p>REVISION</p> <p>NO. 2</p> <p>DATE</p> <p>DESCRIPTION</p>







**CUT/FILL QUANTITIES**  
SCALE: 1" = 20'

**A193 A (Orange)**  
Cut Quantity Calculations  
Depth of Proposed New Soil = 2"  
Area of Fill = 4,803

Area	Depth	Volume	Volume	Volume	Total Quantity of Fill
(Sq Ft)	(ft)	(Cu Ft)	(Cu Yds)	(Cu Yds)	(Cu Yds)
4,803	2	9,606	207	208	208

Fill Quantity Calculations  
Area of Fill = 4,803

Area	Depth	Volume	Volume	Volume	Total Quantity of Fill
(Sq Ft)	(ft)	(Cu Ft)	(Cu Yds)	(Cu Yds)	(Cu Yds)
4,803	2	9,606	207	208	208

**A193 B (Green)**  
Cut Quantity Calculations  
Depth of Proposed New Soil = 2"  
Area of Fill = 5,099

Area	Depth	Volume	Volume	Volume	Total Quantity of Fill
(Sq Ft)	(ft)	(Cu Ft)	(Cu Yds)	(Cu Yds)	(Cu Yds)
5,099	2	10,198	231	233	233

Fill Quantity Calculations  
Area of Fill = 5,099

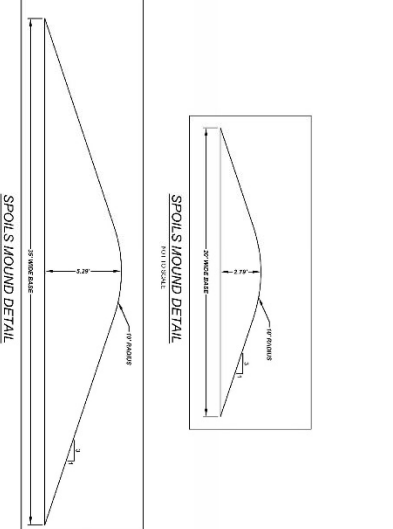
Area	Depth	Volume	Volume	Volume	Total Quantity of Fill
(Sq Ft)	(ft)	(Cu Ft)	(Cu Yds)	(Cu Yds)	(Cu Yds)
5,099	2	10,198	231	233	233

**A193 C (Blue)**  
Cut Quantity Calculations  
Depth of Proposed New Soil = 2"  
Area of Fill = 7,968

Area	Depth	Volume	Volume	Volume	Total Quantity of Fill
(Sq Ft)	(ft)	(Cu Ft)	(Cu Yds)	(Cu Yds)	(Cu Yds)
7,968	2	15,936	361	367	367

Fill Quantity Calculations  
Area of Fill = 7,968

Area	Depth	Volume	Volume	Volume	Total Quantity of Fill
(Sq Ft)	(ft)	(Cu Ft)	(Cu Yds)	(Cu Yds)	(Cu Yds)
7,968	2	15,936	361	367	367



**LEGEND**

- 1. 1" FILLER FILL
- 2. 1" FILLER FILL
- 3. 1" FILLER FILL
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- 49. 1" FILLER FILL
- 50. 1" FILLER FILL

**SOILS INFORMATION**

NOTE: SOIL BORINGS CONDUCTED AND EVALUATED BY CITY STAFF ON 12/18/21

**EXHIBIT C - Historical Goshen Recycling Tonnage**

	<b># County-Wide Recycling Sites</b>	<b>Tons from Goshen College Drop-Off Site</b>	<b>Tons from Martin's Supermarket Drop-Off Site</b>	<b>Total Tons from 2 Goshen Drop-Off Sites</b>	<b>Total Tons Goshen Residential Curbside Recycling</b>
Jan-21	10	44.98	48.97	93.95	
Feb-21	10	41.95	42.43	84.38	
Mar-21	10	54.68	58.72	113.40	
Apr-21	10	53.28	55.51	108.79	
May-21	10	58.82	61.70	120.52	
Jun-21	10	57.04	55.97	113.01	
Jul-21	10	54.56	52.78	107.34	
Aug-21	10	55.29	56.08	111.37	
Sep-21	10	46.23	51.40	97.63	
Oct-21	10	51.18	53.31	104.49	
Nov-21	10	53.75	57.24	110.99	
Dec-21	10	56.14	56.98	113.12	
Jan-22	5	75.55	95.88	171.43	
Feb-22	5	71.65	84.16	155.81	
Mar-22	5	No/Incomplete Data	No/Incomplete Data	No/Incomplete Data	
Apr-22	5	93.28	103.45	196.73	
May-22	5	86.60	110.82	197.42	
Jun-22	5	No/Incomplete Data	No/Incomplete Data	No/Incomplete Data	
Jul-22	5	78.81	103.98	182.79	
Aug-22	5			135.94	
Sep-22	5			133.72	141.00
Oct-22	5			125.94	130.19
Nov-22	5			104.46	119.28
Dec-22	5	No/Incomplete Data	No/Incomplete Data	No/Incomplete Data	127.69



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

February 27, 2023

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Resolution 2023-07, Interlocal Agreement with Elkhart County for a Municipal Solid Waste Recycling Station

Attached to Resolution 2023-07 is an Interlocal Agreement with Elkhart County in which the County will provide a portion of the funding to the City for designing, developing, funding, maintaining and operating a recycling drop-off site in the Goshen city limits. Under this agreement, the County will provide the following funding:

\$50,000.00 one-time payment for site developments or improvements  
\$60,000.00 in 2023 for operating and maintaining the site  
\$63,000.00 in 2024 for operating and maintaining the site  
\$66,150.00 in 2025 for operating and maintaining the site  
\$69,457.50 in 2026 for operating and maintaining the site  
\$72,930.38 in 2027 for operating and maintaining the site

**Suggested Motion:**

**Move to adopt Resolution 2023-07, Interlocal Agreement with Elkhart County for a Municipal Solid Waste Recycling Station**

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY  
RESOLUTION 2023-07**

**Interlocal Agreement with the Elkhart County  
for a Municipal Solid Waste Recycling Station**

WHEREAS the City of Goshen and Elkhart County have negotiated an interlocal agreement in which the County will provide a portion of the funding to the City for designing, developing, maintaining and operating a public recycling drop-off site within the Goshen city limits.

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

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the interlocal agreement entitled, “Interlocal Funding Agreement for Solid Waste Disposal Fee Funds from the Elkhart County Landfill” with Elkhart County attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Mayor and Clerk-Treasurer are authorized to execute the interlocal agreement on behalf of the Goshen Board of Public Works and Safety and the City of Goshen.

PASSED by the Goshen Board of Public Works and Safety on \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member



**INTERLOCAL FUNDING AGREEMENT FOR  
SOLID WASTE DISPOSAL FEE FUNDS  
FROM THE ELKHART COUNTY LANDFILL**

This Agreement is made and entered into the \_\_\_\_ day of March, 2023, by and between the City of Goshen, Indiana (hereinafter referred to as “Goshen”) and the County of Elkhart, Indiana (hereinafter referred to as “Elkhart County”);

WITNESSETH:

WHEREAS Goshen is in the process of designing, developing, funding, maintaining, and operating a municipal solid waste recycling station as described hereinafter in this Agreement (hereinafter referred to as the “Project”);

WHEREAS the Elkhart County Landfill is interested in partnering with Goshen to provide a portion of the funding for the Project from the solid waste disposal fees collected by the Elkhart County Landfill in accordance with the terms and provisions of this Agreement;

WHEREAS Indiana Code Sections 36-1-7-2(b) and 36-1-7-12 permit Indiana governmental entities to buy, sell, and exchange services, supplies, or equipment between or among themselves by entering into a contract to do so;

WHEREAS Goshen and Elkhart County desire to facilitate the Project with the funding as provided herein;

NOW, THEREFORE, in consideration of the foregoing premises and the terms and provisions contained herein, Goshen and Elkhart County hereby mutually agree as follows:

1. Project. Goshen agrees to be responsible for designing, developing, funding, maintaining, and operating the Project in accordance with the terms and provisions of this Agreement. The Project is planned to be located at 802 N. Indiana Avenue, Goshen, IN in the City of Goshen, Indiana with operations anticipated to commence on or about April 1, 2023. The Project will include municipal solid waste recycling drop-off containers for the collection of consumer cardboard, newspaper, glass, aluminum, steel and tin, and plastics. The Project shall be available for use by residents of the City of Goshen, Indiana and

residents of the unincorporated areas of the County of Elkhart, Indiana. Operation and maintenance of the Project site will be the responsibility of Goshen.

2. Funding.

A. Goshen shall provide an initial claim to Elkhart County for the amount of Fifty Thousand Dollars (\$50,000.00) for a one-time payment to be used by Goshen and applied to the costs incurred by Goshen for Project site development or improvements. The one-time payment shall be paid by the Elkhart County Landfill from its solid waste disposal fees which have been allocated for municipal solid waste recycling purposes. Payment of this initial claim shall be made by the Elkhart County Landfill within thirty (30) days of receipt.

B. For the term of this Agreement, Goshen shall be entitled to submit a claim to Elkhart County in the amount of Sixty Thousand Dollars (\$60,000.00) annually to be applied by Goshen toward the costs of operating and maintaining the Project. This annual claim may be submitted by Goshen to Elkhart County each year at any time on or after March 1. The Elkhart County Landfill will pay the annual claims within thirty (30) days of receipt from the solid waste disposal fees as allocated for municipal solid waste recycling purposes. The annual payment may also include a five percent (5%) increase over the prior year amount to accommodate inflationary costs. The amounts available to Goshen for operation and maintenance costs for the term of this Agreement will be as follows:

<u>Year</u>	<u>Amount</u>
2023	\$60,000.00
2024	\$63,000.00
2025	\$66,150.00
2026	\$69,457.50
2027	\$72,930.38

3. Landfill Disposal Costs. Garbage, trash, and other nonrecyclable waste generated and collected at the Project site may be disposed of at the Elkhart County Landfill without incurrance of disposal fees by Goshen. Goshen would be responsible for collecting and transporting the garbage, trash, and other

nonrecyclable waste to the Elkhart County Landfill and confirm and state at the entrance to the Elkhart County Landfill that the waste is from the Project site.

4. Term. This Agreement shall be in effect for a term of approximately five (5) years and be applicable for the operation of the Project for the remainder of calendar year 2023 and for calendar years 2024, 2025, 2026, and 2027. Goshen may terminate this Agreement at the end of any calendar year during the Term with written notice provided to Elkhart County at least ninety (90) days prior to the end of any calendar year. In the event of termination, future annual payments under Paragraph 2(b) will cease, but Goshen shall not be required to refund any portion of the one-time payment provided for Project site development or improvements.

5. Nondiscrimination. Pursuant to Indiana Code Section 22-9-1-10, neither Goshen nor any of its contractors or subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement, with respect to the hire, tenure, terms or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

6. Miscellaneous.

A. Amendment. This Agreement may be amended only by mutual written consent of the parties, approved and executed in the same manner as this Agreement.

B. No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

C. Severability. If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement, and to that end, any provisions, covenants, agreements, or portions of this Agreement are declared to be severable.

D. Indiana Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same Agreement.

9. Approval. This Agreement shall be subject to the approval of the Elkhart County Council and the Goshen Common Council.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

*[Signature pages follow]*

GOSHEN BOARD OF PUBLIC WORKS AND SAFETY

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

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

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

ATTEST:

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

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

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

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ELKHART )

Before me, a Notary Public in and for said County and State, this \_\_\_\_ day of February, 2023, personally appeared \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ of the Goshen Board of Public Works and Safety, and acknowledged that as said officers they executed the foregoing Agreement for the Goshen Board of Public Works and Safety for and on behalf and in the name of the Board, for the uses and purposes therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Residing in Elkhart County, Indiana

My Commission Expires: \_\_\_\_\_

Commission No. \_\_\_\_\_

BOARD OF COMMISSIONERS OF THE COUNTY  
OF ELKHART, INDIANA

By: \_\_\_\_\_  
Bradley D. Rogers, Presiding Officer

Attest: \_\_\_\_\_  
Patricia A. Pickens, Elkhart County Auditor

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, a Notary Public in and for said County and State, this \_\_\_\_ day of March, 2023, personally appeared Bradley D. Rogers, as Presiding Officer, and Patricia A. Pickens, as Elkhart County Auditor, of the Board of Commissioners of Elkhart County, Indiana, and acknowledged that as said officers they executed the foregoing Agreement for and on behalf and in the name of said Board of Commissioners, for the uses and purposes therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Residing in Elkhart County, Indiana

My Commission Expires: \_\_\_\_\_

Commission No. \_\_\_\_\_

APPROVAL

Approved this \_\_\_\_ day of March, 2023 by the Elkhart County Council.

ELKHART COUNTY COUNCIL

By: \_\_\_\_\_  
Thomas W. Stump, Presiding Officer

Attest: \_\_\_\_\_  
Patricia A. Pickens, Elkhart County Auditor

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, a Notary Public in and for said County and State, this \_\_\_\_\_ day of March, 2023, personally appeared the Elkhart County Council by Thomas W. Stump, Presiding Officer, and Patricia A. Pickens, Elkhart County Auditor, and acknowledged that as said officers they executed the foregoing Agreement for and on behalf and in the name of said Elkhart County Council, for the uses and purposes therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Residing in Elkhart County, Indiana

My Commission Expires: \_\_\_\_\_

Commission No. \_\_\_\_\_

APPROVAL

Approved this \_\_\_ day of March, 2023 by the Common Council of the City of Goshen, Indiana.

COMMON COUNCIL OF THE CITY OF GOSHEN,  
INDIANA

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

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

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

ATTEST:

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

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

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

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, a Notary Public in and for said County and State, this \_\_\_\_\_ day of March, 2023, personally appeared \_\_\_\_\_, as Presiding Officer and \_\_\_\_\_, as \_\_\_\_\_, of the Common Council of the City of Goshen, Indiana and acknowledged that as said officers they executed the foregoing Agreement for and on behalf and in the name of said Common Council, for the uses and purposes therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Residing in Elkhart County, Indiana

My Commission Expires: \_\_\_\_\_

Commission No. \_\_\_\_\_



Prepared by Craig M. Buche, Yoder, Ainlay, Ulmer & Buckingham, LLP  
130 North Main Street, Goshen, IN 46526

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each  
Social Security number in this document, unless required by law.  
Craig M. Buche, 130 N. Main St., Goshen, IN 46526



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

February 27, 2023

**To:** Board of Public Works and Safety

**From:** Brandy L. Toms

**Subject:** Agreement with ChargePoint, Inc for the 5-year leasing of three (3) Dual Port EV Charging Stations

Attached for the Board's approval to authorize Mayor Stutsman to execute is an agreement with ChargePoint, Inc for the 5-year leasing of three (3) Dual Port EV Charging Stations.

ChargePoint, Inc will be paid \$36,000 for the services which include all hardware and installation cloud software, activation, ongoing proactive monitoring, maintenance and reporting.

**Suggested Motion:**

Approve and authorize Mayor Stutsman to execute the agreement with ChargePoint, Inc for the 5-year leasing of three (3) Dual Port EV Charging Stations at a cost of \$36,000.

# AGREEMENT

## With ChargePoint, Inc. for the Installation and Maintenance of Three Dual Port EV Charging Stations

THIS AGREEMENT is entered into on \_\_\_\_\_, 2023, which is the last signature date set forth below, by and between **ChargePoint, Inc.** (“Contractor”), whose mailing address is 240 E. Hacienda Ave, Campbell, CA 95008, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

### **Section 1. Contractor Duties**

Contractor shall provide City the services for the installation of three (3) ChargePoint CT 4021-GW 1 Dual Port EV charging stations, which services are more particularly described in Contractor’s February 15, 2023 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Contractor’s Duties under this agreement include:

- (A) 5-year ChargePoint as a Service™ subscription for three (3) Dual CT4000 units including hardware and installation, cloud software, activation, ongoing proactive monitoring, maintenance, and reporting.

### **Section 2. Effective Date; Term**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) This agreement shall be effective for a period of five (5) years from date of execution.
- (C) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (D) Contractor shall commence the Duties upon completion of site preparation by the City of Goshen Water & Sewer Department and conduit run by a qualified, licensed electrician.
- (E) The agreement may be renewed under the same terms and conditions by written amendment of both parties. Either party may provide the other party written notice at least ninety (90) days before the expiration of the original term if either party desires to extend the agreement. The term of the renewal shall not be longer than the term of the original agreement.

### **Section 3. Compensation**

- (A) City agrees to compensate Contractor the sum of Thirty-Six Thousand \$36,000 for performing all Duties.

### **Section 4. Payment**

- (B) Payment shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen  
c/o Goshen Environmental Resilience  
202 S. 5<sup>th</sup> Street  
Goshen, IN 46528

- (C) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

### **Section 5. Licensing/Certification Standards**

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Contractor pursuant to this agreement.

### **Section 6. Independent Contractor**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. 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 Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

### **Section 7. Non-Discrimination**

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of

Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, 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 contract.

## **Section 8. Employment Eligibility Verification**

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

## **Section 9. Contracting with Relatives**

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

## **Section 10. No Investment Activities in Iran**

In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

## **Section 11. Indemnification**

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

## **Section 12. Force Majeure**

- (A) 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. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. 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.

## **Section 13. Default**

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor 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 services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
  - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
  - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
  - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
  - (4) Contractor 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 Contractor or any of Contractor's property.
  - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
  - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

**Section 14. Termination**

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (C) 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 agreement.

**Section 15. Notice**

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City: City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson St., Suite 2  
Goshen, IN 46528

Contractor: ChargePoint, Inc  
Attention: Jake Lueck  
240 E Hacienda Ave  
Campbell, CA 95008

**Section 16. Subcontracting or Assignment**

Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

**Section 17. Amendments**

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

**Section 18. Waiver of Rights**

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

**Section 19. Applicable Laws**

- (A) Contractor 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.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so may be deemed a material breach of agreement.

**Section 20. Miscellaneous**

- (A) Any provision of this agreement 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 agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement 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.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

**Section 21. Severability**

In the event that any provision of the agreement 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 agreement shall not affect the validity or enforceability of any other provision of the agreement.

**Section 22. Binding Effect**

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

**Section 23. Entire Agreement**

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

**Section 24. Authority to Execute**

The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.



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

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

**ChargePoint, Inc**

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

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

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

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

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



# Quotation

Driving a Better Way™  
chargepoint.com

**Sales Representative:** Jake Lueck  
**E-Mail:** jake.lueck@chargepoint.com  
**Telephone:**

**Quote Number:** Q-258054-1  
**Date:** 2/15/2023  
**Expires On:** 2/28/2023

**Primary Contact:** Theresa Sailor

## Bill To Address

## Ship To Address

City of Goshen Indiana  
202 S 5th St  
Goshen Indiana 46528  
United States

Theresa Sailor  
City of Goshen Indiana  
202 S 5th St  
Goshen Indiana 46528  
United States  
theresasailor@goshencity.com  
(574) 370 - 7238

## ChargePoint as a Service

ChargePoint as a Service™ (CPaaS) is the easiest way to provide electric vehicle (EV) charging solutions without having to purchase and maintain everything yourself. You get the site ready, and for an annual subscription fee ChargePoint takes care of the installation, monitoring and maintenance to provide maximum uptime with minimum effort.

Product Name	Product Description	Term (Years)	Quantity	Lifetime Amount
CPAAS-CT4000-DUAL-5	5-year ChargePoint as a Service™ subscription for Dual CT4000. Includes hardware and installation, cloud software, activation, ongoing proactive monitoring, maintenance, and reporting.	5	3	USD 36,000.00
				USD 36,000.00

## Hardware Products Shipped with Subscription

Product Name	Product Description	Qty
CT4021-GW1	Dual Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management	3
	Total	3



### Annual Billing Summary

Term	Annual Billing
Year 1	USD 7,200.00
Year 2	USD 7,200.00
Year 3	USD 7,200.00
Year 4	USD 7,200.00
Year 5	USD 7,200.00
<b>Grand Total</b>	<b>USD 36,000.00</b>

#### Quote Acceptance

- + Invoices are Net 30 from invoice date.
- + All pricing is confidential between Customer and ChargePoint.
- + Customer invoicing starts on the Subscription Commencement Date, which is 90 days from time of shipment.
- + Renewals are automatic and annual, unless cancelled 60 days prior to the expiration of a Subscription Term.
- + Sales tax in applicable states will be applied to this quote at time of invoicing.
- + Credit checks are required for new customers.
- + Pricing does not include any electrical make ready work that is required for the installation.
- + Additional terms and conditions for this transaction can be found at <http://www.chargepoint.com/legal/cpaas>
- + Customer confirms that the shipping and billing information providing in this Quotation is accurate for ChargePoint's shipping and invoicing purposes.
- + Customer confirms that it has the power and authority to permit ChargePoint to install the Charging Stations at the Designated Parking Spaces.

**By signing this quote I hereby acknowledge that I have the authority to enter into this transaction on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.**

Signature :

Title :

Name (Print) :

Date :

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact E-Mail :

**Requested Ship Date :**

## **CHARGEPOINT AS A SERVICE AGREEMENT**

This ChargePoint as a Service Agreement (this “Agreement”) is made and entered into by and between the corporation, partnership or other legal entity you represent (“Subscriber” or Customer), and the applicable ChargePoint entity or entities (“CPI” or “ChargePoint”) which can be found in Section 16 below”) as of the date this Agreement executed by the Parties (the “Effective Date”). Subscriber and CPI are each sometimes referred to herein as a “Party” and collectively as the “Parties.”

### **PURPOSE OF THE AGREEMENT**

This Agreement describes the terms and conditions pursuant to which ChargePoint will provide electric vehicle (“EV”) charging services to EV drivers (the “Service”). Under the terms of the Service, Subscriber will be entitled to select the locations (each, a “Location”), and the prices, at which EV drivers may charge. The Service is offered as a subscription. In order to deliver the Service, ChargePoint will install one or more EV charging stations (“Charging Stations”) at each Location after consultation with, and at Locations acceptable to, Subscriber.

#### **1. AGREEMENT TERM; SUBSCRIPTION TERM; EXHIBITS.**

1.1. CPI offers subscriptions to Services for a term agreed to by CPI and Subscriber (each, a “Subscription”). CPI shall provide the Service to Subscriber throughout the entire period of the applicable Subscription. Except as set forth in Section 6, a Subscription is binding and may not be canceled. In case of any attempted early cancellation or termination of a Subscription by Subscriber not otherwise permitted under Section 6 of this Agreement, Subscriber must pay the remaining balance of the subscription fees for the applicable Subscription.

1.2. Each Subscription will commence ninety (90) days from the invoice date, as described under Section 2.1, and will last for the applicable term purchased. All renewal Subscriptions will begin on the day following the expiration date of an applicable Subscription (the “Renewal Date”).

1.3. This Agreement includes the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference. In the event of any conflict between this Agreement and any Exhibit, this Agreement shall prevail. Capitalized terms not otherwise defined in an Exhibit shall have the meaning ascribed to them in this Agreement.

1. Exhibit 1: Flex Billing
2. Exhibit 2: Terms Regarding Granting and Receipt of Rights
3. Exhibit 3: Insurance Policy Requirements

#### **2. INVOICING; PAYMENT.**

2.1. Subscriber will be billed, annually in advance, for subscription fees for an applicable Subscription. ChargePoint will invoice Subscriber on or after the date the applicable Charging Station(s) associated with an applicable Subscription is shipped to Subscriber. Thereafter,

ChargePoint will invoice Subscriber on the Renewal Date. All invoices are due within thirty (30) days of the invoice date.

2.2. Invoices not paid when due are subject to interest at the rate of one and one-half percent (1.5%) per month or, if less, the highest rate allowed under applicable law. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, terminate the subscription, suspend the provision of the Service, and/or enter onto Subscriber's premise for the purpose of reclaiming the Charging Stations. Subscriber shall be liable for all costs, including reasonable attorneys' fees and Charging Station recovery fees, incurred by CPI in connection with its efforts to collect any past due amounts. Subscriber is required to pay all amounts due and owing during its chosen Subscription Term regardless of whether it is using the Service.

### **3. INSTALLATION AND MAINTENANCE OF CHARGING STATIONS.**

#### **3.1. Site Preparation and Installation of Charging Stations.**

3.1.1. After consultation with Subscriber, parking spaces at an applicable Location will be designated (the "Designated Parking Spaces") for installation of the Charging Stations. Before installation, Subscriber shall be responsible for performing Site Preparation, as described below. For Subscriber's convenience only CPI may provide contact information of certain operations and maintenance partners (each, a "CPI Partner"), who can assist Subscriber with Site Preparation. All Site Preparation services, whether performed by a CPI Partner or other third party, on behalf of Subscriber shall be performed pursuant to a separate agreement between such CPI Partner or other third party and Subscriber ("Separate Agreement"). The Parties agree that, in providing such information, CPI makes no representation or warranty of any kind, nor does CPI take or assume any liability in connection with the Separate Agreement. For purposes of this Agreement, the term "Site Preparation" shall mean, without limitation, performing any electrical service upgrades, installing conduit runs, running wiring, installing cell repeaters, ensuring cellular coverage and other site work necessary to provide adequate power and connectivity to each of the Designated Parking Spaces according to CPI's published Site Design Guide specifications. Please visit CPI's training website available at <https://chargepoint.ent.box.com/v/cp-university> for instructions on how to access CP University and access to the relevant Site Design Guide specifications.

3.1.2. After Subscriber completes Site Preparation, Subscriber will notify ChargePoint that Charging Stations may be installed at the Designated Parking Spaces. Notice must be provided with the Construction Signoff Form found at [www.chargepoint.com/guides/](http://www.chargepoint.com/guides/). If Subscriber does not use a ChargePoint Partner to complete Site Preparation and if ChargePoint attempts to install the Charging Stations but is unable to do so because the Site Preparation has not been completed in accordance with ChargePoint's published specifications, Subscriber agrees to pay a re-dispatch fee of \$300 within thirty (30) days of receipt of ChargePoint's invoice for such fee. Once the applicable Charging Station(s) have been installed, Subscriber may not move the Charging Stations from the Designated Parking Spaces. Charging Stations and replacement parts installed pursuant to this Agreement may be new or refurbished and equivalent to new in performance and reliability.

#### **3.2 Maintenance of Charging Stations**

3.2.1. ChargePoint shall ensure that the Charging Stations function in the manner required to provide the Service. In the event Subscriber knows of or becomes aware of any malfunctioning Charging Station, Subscriber shall promptly notify CPI of such malfunction. ChargePoint will respond to Subscriber within 1 (one) business day of learning of a malfunctioning Charging Station. Subscriber will cooperate with CPI, so that CPI may remotely diagnose an issue with the Charging Station. ChargePoint is responsible for servicing, repairing, modifying, and adjusting Charging Stations. Subscriber shall not directly or indirectly service, repair, modify or adjust any Charging Station. ChargePoint's obligations include providing labor and parts coverage for vandalism, damage or other problems caused by accidents or negligence; provided that, ChargePoint reserves all rights to charge Subscriber for all costs incurred for unauthorized services, repairs, modifications and adjustments to the Charging Station caused by Subscriber, its employees, agents.

3.2.2. ChargePoint's obligations under this Section 3 do not include repairing, replacing monitoring or servicing anything other than the Charging Stations. For example, ChargePoint will not configure, repair, replace or otherwise maintain repeaters installed by Subscriber as part of the Site Preparation Process.

3.2.3. Subscriber agrees that it shall not interfere with, or cause its employees or agents to interfere with, CPI's performance of maintenance services, or in any other way interfere with CPI's responsibilities under this Agreement.

3.2.4. Subscriber agrees to provide CPI or its service partners with access, during normal business hours (9:00 a.m. to 5:00 p.m., Monday to Friday), to the Charging Stations to perform required maintenance work. In addition, Subscriber shall designate and keep current a Subscriber manager in its ChargePoint Cloud Service account, who shall act as Subscriber's sole liaison with CPI for those matters covered by this Agreement.

3.2.5 Subscriber agrees, at its own expense and at all times during the Subscription, to keep public areas, parking spaces, streets and sidewalks appurtenant to the Designated Parking Spaces reasonably free of debris and rubbish and in good repair and condition.

4. **CLOUD SERVICES.** During a Subscription, ChargePoint shall make available to Subscriber the software-as-a-service offering ("ChargePoint Cloud Service") that will permit Subscriber to, among other things, designate who may use the Charging Stations to charge an electric vehicle and the price charged for such use. The ChargePoint Cloud Services are an integral part of the Service and all references in this Agreement to the Service shall be deemed to include a reference to the ChargePoint Cloud Services.

## **5. RESPONSIBILITIES AND AGREEMENTS.**

5.1 **OPERATION OF THE CHARGEPOINT NETWORK.** In addition to maintenance obligations set forth in Section 3 of this Agreement, CPI shall be solely responsible for: (i)

provisioning and operating, maintaining, administering and supporting the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (the “ChargePoint Network”); (ii) provisioning and operating, maintaining, administering and supporting the applications offered on the Cloud Services; and (iii) operating the ChargePoint Network in compliance with all applicable laws. CPI will protect the confidentiality and security of all personally identifiable information in accordance with all applicable laws and regulations and the CPI Privacy Policy.

5.2 LIMITATIONS ON RESPONSIBILITY. CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) continuous availability of electrical service to any of Subscriber’s Charging Stations; (ii) continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; and (iii) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions.

### 5.3 SUBSCRIBER’S RESPONSIBILITIES AND AGREEMENTS FOR CLOUD SERVICES

5.3.1 GENERAL. All use of the ChargePoint Cloud Services by Subscriber, its employees and agents shall comply with this Agreement. All ChargePoint Cloud Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber’s own use, and Subscriber shall keep all such items secure and confidential. Subscriber shall use reasonable efforts to prevent, and shall be fully liable to CPI for, any unauthorized access to, use of or damage to the ChargePoint Network or ChargePoint Cloud Services arising as a result of Subscriber’s breach of its obligations as a result its failure to comply with its obligations under this Section 5.3.1. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

5.3.2 USE RESTRICTIONS AND LIMITATIONS OF CLOUD SERVICES. Subscriber shall not:

a) sell, resell, license, rent, lease or otherwise transfer the Services or any data collected or maintained by CPI in connection with the operation of ChargePoint therein to any third party;

(b) interfere with or disrupt the Services, the ChargePoint Network, servers, or networks connected to the ChargePoint Cloud Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Network;

(c) attempt to gain unauthorized access to the ChargePoint Network or the Services or related systems or networks or any data contained therein, or access or use the Services through any technology or means other than those provided or expressly authorized by CPI;

(d) reverse engineer, decompile or otherwise attempt to extract the source code of the Services, including, without limitation, the Charging Stations and cloud services, or any part thereof, except to the extent expressly permitted or required by applicable law;

(e) create derivative works based on the ChargePoint Network, the Services, or any of ChargePoint’s various trademarks, service marks, trade names, logos, domain names, and other

distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, (the “CPI Marks”) and all other CPI-supplied material developed by CPI;

(f) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection therewith;

(g) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to the Service, copy, frame or mirror any part of the Service, other than copying or framing on Subscriber’s own intranets or otherwise solely for Subscriber’s own internal business use and purposes;

(h) access the ChargePoint Network, any part of the Services for any competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or “look and feel;”

(i) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Services or collect information about ChargePoint users for any unauthorized purpose;

(j) upload, transmit or introduce any malicious code to ChargePoint or Services;

(k) use any of the Services if Subscriber is a person barred from such use under the laws of the United States or of any other jurisdiction; or

(l) use the ChargePoint Cloud Services to upload, post, display, transmit or otherwise make available (i) any inappropriate, defamatory, obscene, or unlawful content; (ii) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (iii) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

(m) Utilize the Content for any other purpose other than Subscriber’s internal business purpose.

5.3.3 OWNERSHIP OF CONTENT. ChargePoint shall own and hold all right, title and interest in and to the following:

(a) Content, including all data collected or maintained by CPI in the operation of ChargePoint, the Services and the Charging Stations; and

(b) CPI Property, including (i) ChargePoint, (ii) the Services, (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and the Services, (iv) the CPI Marks and (v) all other CPI-supplied material developed or provided by CPI for Subscriber’s use in connection with the Services.

5.3.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber’s property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the Services. CPI may utilize the



various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business (the “Subscriber Marks”) to advertise that Subscriber is using the Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the Services.

#### 5.3.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) **USE LIMITATIONS.** Subscriber shall not use any of the CPI Marks for or with any products, except in the manner permitted pursuant to CPI’s usage guidelines. From time to time, CPI may provide updated CPI Mark usage guidelines, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI’s prior written consent, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI’s Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) **PROHIBITIONS.** Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber’s business is conducted or in connection with the name of a business of Subscriber or its affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber content and services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, the ChargePoint Network, or the Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) **NO REGISTRATION OF CPI MARKS.** Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) TERMINATION AND CESSATION OF USE OF CPI MARKS. Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

5.3.6 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to the ChargePoint Network; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any internet service provider not affiliated with CPI; or This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

5.3.7 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE "UNDERLYING CARRIER"). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

## **6. RENEWAL AND TERMINATION.**

6.1 Upon the expiration of a Subscription, unless ChargePoint has received Subscriber's notice of intent not to renew sixty (60) days prior to the expiration of an applicable Subscription, the Subscription will auto renew and ChargePoint shall invoice Subscriber for a new one-year Subscription, with subscription fees set at the current list price for the subscription. Annual list price increases for a Subscription will be limited to the greater of (i) five percent (5%) or (ii) the aggregate increase in the consumer price index during the immediately preceding Subscription Term. This Agreement may be immediately terminated by Subscriber for cause if (i) CPI is in material breach of any of its obligations under this Agreement and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof from Subscriber, or (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors. Any notice of termination of this Agreement by Subscriber pursuant to this Section 6.1 shall be sent to the address for notices set forth below in Section 20.

6.2 This Agreement may be immediately terminated by Subscriber for cause if (i) CPI is in material breach of any of its obligations under this Agreement and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof from Subscriber, or (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors. Any notice of termination of this Agreement by Subscriber pursuant to this Section 6.1 shall be sent to the address for notices set forth below in Section 20.

Upon any termination of this Agreement for cause by Subscriber pursuant to this Section 6.2, CPI shall refund a pro-rata portion of any pre-paid subscription fees.

6.3 This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; or (iii) as otherwise explicitly provided in this Agreement.

6.4 Subscriber hereby grants CPI the right, upon termination of this Agreement, and upon the termination of any Subscription that Subscriber elects not to renew, to enter the Location for the purpose of removing the Charging Stations and any equipment owned by CPI, and any other ancillary property of CPI relating thereto. Within thirty (30) days of termination of a Subscription, ChargePoint and Subscriber will engage in good faith to schedule a date upon which such Charging Stations from the Location. CPI will remove such Charging Stations and other equipment at no cost to Subscriber. Upon termination of a Subscription, Subscriber shall immediately cease its use of all Services related to such Subscription and CPI will no longer be bound to deliver the Services under such Subscription. Subscriber agrees that it shall not interfere with, and will cause its employees and agents not to interfere with, CPI in conjunction with the service, maintenance, or removal of the Charging Stations, or in any other way interfere with CPI's responsibilities under this Agreement.

## **7. INDEMNIFICATION.**

7.1 "Damages" shall mean any injury, wound, wrong, hurt, harm, fee, damages, cost, expense, expenditure, or loss of any nature, including, but not limited to: (i) injury or damage to any property or right; and (ii) injury, damage or death to any person or entity, (iii) attorneys' fees, witness fees, expert witness fees and expenses; and (iv) all other litigation costs and expenses.

7.2 "Claims" shall mean all claims, requests, accusations, allegations, assertions, complaints, petitions, demands, suits, actions, proceedings, and causes of action of every kind and description.

7.3 Subscriber shall indemnify, defend and hold CPI and its affiliates, and any of their respective present and former directors, officers, members, shareholders, employees, representatives and agents, and all of its and their successors and assigns, harmless from and against any and all

Damages from third-party Claims which arise out of or relate to: (i) Subscriber's negligent acts or omissions, recklessness or willful misconduct; or (ii) the loss of life or any injury to persons or property due to conditions existing at the Location, including the Designated Parking Spaces, unless any such Damages arise out of or relate to CPI's negligence or willful misconduct.

7.4 CPI shall indemnify, defend, and hold Subscriber harmless from and against any and all Damages from third-party Claims that result from or arise out of the actual or alleged misappropriation or infringement of any intellectual property rights in connection with the Service.

7.5 The obligations under this Section shall survive the termination or expiration of this Agreement.

8. **OWNERSHIP OF CHARGING STATIONS.** The Charging Stations are and shall remain the personal property of CPI, regardless of the manner in which they may be attached to any other property. Subscriber shall not permit any levy, lien, or other legal process to be attached to the Charging Stations and shall immediately notify ChargePoint if any of the foregoing shall occur. Subscriber acknowledges that, for purposes of the Uniform Commercial Code, the Charging Stations are provided to Subscriber pursuant to a subscription service, and not a secured financing. ChargePoint may make such filings under the Uniform Commercial Code, and in such jurisdictions, as it deems necessary in its sole discretion.

#### 9. **INTELLECTUAL PROPERTY.**

9.1 Subscriber shall not: (i) create derivative works based on any of ChargePoint's intellectual property rights, including, without limitation, the Service, Charging Stations, Cloud Services, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, customer lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, URL links, websites, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records (collectively the "Intellectual Property") (ii) copy, frame or mirror any part or content of the Intellectual Property, (iii) reverse engineer any Intellectual Property right or (iv) access the Intellectual Property for any improper purpose whatsoever, including, without limitation, in order to (a) build a competitive product or service, or (b) copy any features, functions, interface, graphics or "look and feel" of ChargePoint's Intellectual Property.

9.2 All right, title and interest in the Intellectual Property shall remain, the exclusive property of ChargePoint.

10. **EXCLUSIVE RIGHT.** During the Subscription Term, Subscriber will not permit anyone other than CPI to provide, maintain, service or operate any electric vehicle charging stations at the Location.

11. **LICENSES; PERMITS.** Subscriber agrees that it shall obtain any and all necessary licenses and/or permits for the make ready electrical work, installation, and operation of the Charging Stations.

12. **INJUNCTIVE RELIEF.** The Parties recognize that the obligations under this Agreement are special, unique and of extraordinary character. The Parties acknowledge the difficulty in forecasting damages arising from the breach of any of the obligations or restrictive covenants and that the non-breaching Party may be irreparably harmed thereby. Therefore, the Parties agree that the non-breaching Party shall be entitled to elect to enforce each of the obligations and restrictive covenants by means of injunctive relief or an order of specific performance and that such remedy shall be available in addition to all other remedies available at law or in equity, including the recovery of damages from the non-breaching Party's agents or affiliates involved in such breach. In such action, the non-breaching party shall not be required to plead or prove irreparable harm or lack of an adequate remedy at law or post a bond or any security.

13. **REPRESENTATIONS & WARRANTIES.**

13.1 CPI represents and warrants to Subscriber that it has the appropriate legal authority to execute this Agreement, that it has all requisite licenses and permits to perform pursuant to this Agreement, that it is not bound by any other agreement which precludes it from complying with the terms and conditions contained herein, and that it will perform under this Agreement in compliance with any applicable laws, rules, regulations, or ordinances.

13.2 Subscriber represents and warrants to CPI that it has the appropriate legal authority to execute and be bound by this Agreement, it has the full power and authority to permit CPI to install Charging Stations at the Designated Parking Spaces, that it has all requisite licenses and permits to perform pursuant to this Agreement, the electrical usage consumed by the Charging Stations will not violate or otherwise conflict with the terms and conditions of any other agreement, that it is not bound by any other agreement which precludes it from complying with the terms and conditions contained herein, and that it will perform under this Agreement in compliance with any applicable laws, rules, regulations or ordinances.

14. **ENVIRONMENTAL ATTRIBUTES.** CPI is the owner of the Charging Stations provided under this Agreement and retains any and all rights to claim environmental attributes associated with the use of the Charging Stations, including, without limitation, carbon offset and other credits.

15. **BINDING.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns

16. **GOVERNING LAW; ARBITRATION.** The ChargePoint entity entering into this Agreement, the address to which Subscriber should direct notices under this Agreement, the governing law, and place of jurisdiction, shall be determined according to where the Subscriber is domiciled:

<b>If Subscriber is domiciled in:</b>	<b>The CPI Entity entering into this Agreement is:</b>	<b>Notices should be addressed to:</b>	<b>Governing law is:</b>	<b>Place of jurisdiction:</b>	<b>Forum:</b>
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable Governing Laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to Subscriber’s violation of the intellectual property rights of CPI, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys’ fees and costs.

Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

**17. LIMITATIONS OF LIABILITY.**

17.1 Disclaimers of Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR PROHIBITED BY APPLICABLE LAW, CPI EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY MADE, OR THAT MAY HAVE BEEN MADE, IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, UNINTERRUPTED SERVICE, AND ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE.

17.2 Exclusion of Consequential Damages. EXCEPT AS PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL CPI BE LIABLE TO SUBSCRIBER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION FOR THE LOSS OF DATA, BUSINESS INTERRUPTION, OR LOST PROFITS, THAT IN ANY WAY ARISE OUT OF OR RELATE TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF RELIEF, WHETHER OR NOT CPI HAS BEEN ADVISED TO THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF ANY CLAIM OR FINDING THAT A REMEDY SUFFERS A FAILURE OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, THIS SECTION SHALL NOT APPLY WITH RESPECT TO ANY DAMAGES WHICH ARISE OUT OF OR RELATE TO CPI'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

17.3 Limitation of Liability. CPI's aggregate liability under this Agreement shall not exceed the aggregate subscription fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

18. **NOTICES.** Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent recognized overnight courier service as follows:

**If to CPI:**

Construction Signoff Form  
ChargePoint, Inc.  
c/o Site Readiness Department  
7350 N. Dobson Road, Suite 104,  
Scottsdale, AZ 85256  
[installdispatch@chargepoint.com](mailto:installdispatch@chargepoint.com)

Non-Renewal and Termination Notices  
ChargePoint, Inc.  
csam@chargepoint.com

**If to Subscriber:**

If to Subscriber, to the billing address  
and contact on file.

All other notices  
Attn: Legal Department  
ChargePoint, Inc.  
254 E Hacienda Ave  
Campbell, CA 95008

19. **INSURANCE.** At all times during the Subscription Term of this Agreement, the Parties shall keep and maintain insurance described in Exhibit 3, or higher if required by law. Upon request, the Parties shall furnish, a certificate of insurance evidencing such insurance is in full force and effect.

20. **RELATIONSHIP OF PARTIES.** Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties hereto or constitute or be deemed to constitute any Party the agent or employee of the other Party for any purpose whatsoever, and neither Party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

21. **FORCE MAJEURE.** If either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of any strike, lockout, labor trouble, inability to procure materials or energy, failure of power, hurricane, restrictive governmental laws or regulations, riot, insurrection, picketing, sit-ins, war or other unavoidable reason of a like nature not attributable to the negligence or fault of such Party, then the performance of such work or action will be excused for the period of the unavoidable delay and the period for the performance of any such work or action will be extended for an equivalent period.

22. **EXHIBITS.** All exhibits attached to this Agreement and referred to herein are hereby incorporated by reference as if fully set forth herein. Any exhibit not annexed hereto may be attached after the Effective Date hereof and which shall thereafter be incorporated by reference herein.

23. **NO THIRD-PARTY RIGHTS.** The provisions of this Agreement are for the exclusive benefit of CPI and Subscriber only, and no other party shall have any right or claim against either Party or be entitled to enforce any provisions hereunder against any Party hereto.

24. **HEADINGS.** The headings in this Agreement are used for convenience only and shall not be used to define, limit, or describe the scope of this Agreement or any of the obligations herein.

25. **FINAL AGREEMENT.** This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.



26. **SEVERABILITY.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms and provisions, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

27. **CONFIDENTIALITY.**

27.1 Subscriber acknowledges that all terms and conditions of this Agreement (the “Confidential Information”) shall be deemed confidential and may not be disclosed to third parties. Subscriber recognizes that CPI has legitimate business interests in protecting the Confidential Information, and as a consequence, Subscriber expressly agrees to the restrictions contained in this Agreement because they further CPI’s legitimate business interests. The provisions of this Section 27.1 shall survive the expiration or other termination of this Agreement.

27.2 Notwithstanding anything in this Agreement to the contrary, Subscriber may disclose Confidential Information: (i) as required by any court or other governmental body; (ii) as otherwise required by law; (iii) to legal counsel of Subscriber; (iv) in confidence, to accountants, banks and financing sources, and its advisors (who are bound by terms of confidentiality at least as strict as those set forth in this Agreement); (v) in connection with the enforcement of this Agreement or rights under this Agreement; or (vi) in confidence, in connection with an actual or proposed merger, acquisition or similar transaction; provided, however, that if Subscriber is required to disclose pursuant to clause (i) or (ii), Subscriber shall provide prompt prior notice thereof, if possible, to CPI to enable CPI at its sole cost to seek a protective order or otherwise prevent or restrict such disclosure.

28. **ASSIGNMENT.** This Agreement may not be assigned by Subscriber without the prior written consent of CPI. Notwithstanding the foregoing, Subscriber may assign this Agreement in connection with the sale of substantially all of its assets, a transfer to an affiliate, a merger, an acquisition, or any other similar transaction; provided that the assignee agrees to be bound by the terms of this Agreement.

29. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts (including, electronic, facsimile, or scanned versions), each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, and notwithstanding that all of such parties may not have executed the same counterpart.

30. **ENGLISH LANGUAGE AGREEMENT GOVERNS.** Where ChargePoint has provided Subscriber with a translation of the English language version of this Agreement, Company agrees that the translation is provided for Subscriber’s convenience only and that the English language version of this Agreement governs Company’s relationship with ChargePoint. If there is any conflict between the English language version of this Agreement. It is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s’y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

## **EXHIBIT 1: FLEX BILLING TERMS**

**This Exhibit sets forth certain additional terms and conditions (“Flex Billing Subscription Terms”) pursuant to which Subscriber may charge Users fees for the use of Subscriber’s Charging Stations. In order to charge such fees, Subscriber must subscribe to a Service Plan that includes CPI’s management, collection and/or processing services related to such fees (“Flex Billing”).**

**1. DEFINITIONS.** The following additional defined terms shall apply to these Flex Billing Subscription Terms:

**1.1 “CPI Fees”** means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

**1.2 “Net Session Fees”** means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber’s Charging Stations.

**1.3 “Session” or “Charging Session”** means the period of time during which a User uses Subscriber’s Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

**1.4 “Session Fees”** means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

**2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.**

**2.1 SESSION FEES.** Subscriber shall have sole authority to determine and set in real-time Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber’s use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

**2.2 DEDUCTIONS FROM SESSION FEES.** In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

**2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES.** CPI shall remit Net Session Fees to Subscriber not more than thirty (30) days after the end of each calendar month as directed by Subscriber from time to time through the applicable ChargePoint Cloud Services. Notwithstanding the foregoing, no such payment will be required if at the end of any calendar month the amount due to Subscriber hereunder is less than fifty U.S. Dollars/ CAD (\$50), except in connection with the expiration or termination of this Agreement. In no event shall CPI remit amounts due to Subscriber, regardless of the amount then due, later than thirty (30) days following the end of each calendar quarter.

**3. TAXES.** Subscriber is responsible for the payment of all sales, use, value added, and similar taxes (collectively “Sales Tax”) incurred in connection with Session Fees; provided that CPI is solely responsible for all taxes based on CPI’s income, property and employees. Where CPI is required by law to collect and/or remit Sales Tax for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

## **EXHIBIT 2: TERMS REGARDING GRANTING OF RIGHTS**

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights (“Rights Subscription Terms”). The Rights Subscription Terms are part of the Agreement, and all use of the ChargePoint Cloud Services permitted pursuant to the Rights Subscription Terms remains subject to the Agreement.

### **1. ADDITIONAL DEFINITIONS.** The following additional definitions shall apply.

**1.1 “Rights”** means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Cloud Services which a Rights Grantor grants to a Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Cloud Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection with one or more of the Charging Stations.

**1.2 “Rights Grantor”** means Subscriber.

**1.3 “Rights Grantee”** means any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber’s access to Services.

### **2. TERMS.**

**2.1 LIMITED RIGHTS.** A Rights Grantee’s right to access and use the ChargePoint Cloud Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Service Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter be terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Service Plan(s) to which it has subscribed.

**2.2 RESPONSIBILITY FOR AUTHORIZED USER.** All use of the ChargePoint Cloud Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber’s indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

**2.3 NO AGREEMENT.** Subscriber acknowledges and agrees that the ChargePoint Cloud Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Cloud Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an

agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of such agreement.

## **EXHIBIT 3: INSURANCE REQUIREMENTS**

### **Commercial General Liability**

Limits:	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate and Products/ Completed Operations Aggregate (Separately)
Coverage:	Occurrence Form, Commercial General Liability including Personal Injury, Products Liability, Completed Operations, Contractual and Property Damage Coverage. Should provide primary (and not contributing) coverage, containing cross-liability and severability of interest clauses.
Per Location Limits:	General Aggregate Limit applies per location.

### **Automobile Liability**

Bodily Injury & Property Damage Combined Single Limit -	\$1,000,000 Each Accident
Coverage:	Comprehensive Form including Employer's Non-Owned & Hired Liability providing primary (and not contributing) coverage, containing cross-liability and severability of interest clauses.

**Workers Compensation:** Statutory Benefits

**Employers' Liability:** \$500,000 Employers' Liability

This Workers' Compensation and Employer's liability insurance must contain a waiver by the insurer of all rights of legal and conventional subrogation against Client and Property Management Company.

### **Umbrella/Excess Liability:**

\$5,000,000 Each Occurrence  
\$5,000,000 Aggregate

**Forms for All Coverages:** Copy of specific applicable additional insured endorsement and waiver of subrogation endorsement must be attached and noted on Certificate of Insurance.



STORMWATER DEPARTMENT  
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## MEMORANDUM

**TO: City of Goshen Stormwater Board**

**FROM: Stormwater Department**

**RE: POST-CONSTRUCTION PLAN APPROVAL  
STAR TRUCK RENTAL, INC. EAST TRAILER PARKING EXPANSION  
(JN: 2021-2016)**

**DATE: February 27, 2023**

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The developer of Star Truck Rentals, Inc. East Trailer Parking Expansion, affecting one (1) or more acres of land and located at 1715 East Lincoln Avenue, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

The Stormwater Department requests the Stormwater Board's acceptance of the plan.

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Star Truck Rentals, Inc. East Trailer Parking Expansion as it has been found to meet the requirements of City Ordinance 4329.

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