



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

Regular Meeting Agenda

**2:00 p.m. December 6, 2021**

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: November 29, 2021

Approval of Agenda

- 1) Open Bids: 2022 Asphalt Paving Project (Josh Corwin)
- 2) Open Bids: 2022 Concrete Paving Project (Josh Corwin)
- 3) Open Bids : Wilden Avenue Tree Clearing (Josh Corwin)
- 4) Open Bids: New Goshen Parks Maintenance Building Construction Project (Josh Corwin)
- 5) Open Bids: The Crossing Subdivision Drainage Plan (Josh Corwin)
- 6) Resignation of Police Officer Randy Valderrama (Chief Miller)
- 7) Agreement with INDOT for Installation of Equipment in State Right of Way (Bodie Stegelmann)
- 8) Community Service Partnership Agreement with Historical Society (Brandy Henderson)
- 9) Community Service Partnership Agreement with Downtown Goshen (Brandy Henderson)
- 10) Community Service Partnership Agreement with Chamber of Commerce (Brandy Henderson)

- 11) Community Service Partnership Agreement with Goshen Theater (Brandy Henderson)
- 12) Community Service Partnership Agreement with Center for Business Excellence (Brandy Henderson)
- 13) Agreement with New Avenues (Shannon Marks)
- 14) Resolution 2021-33 Declaring Surplus and Authorizing the Disposal of Personal Property (Shannon Marks)
- 15) Resolution 2021-34 Share of Costs of Wages and Benefits for 2022 (Shannon Marks)
- 16) Agreement with Jacobi, Toombs & Lanz, Inc. for Building Plan Review (Carla Newcomer)
- 17) Post-Construction Plan Approval: GHS 2018 Building Addition and Renovations (JN: 2019-2016) (Jason Kauffman)
- 18) Post-Construction Plan Approval: GHS Site and Parking Renovations (JN: 2020-2018) (Jason Kauffman)
- 19) Post-Construction Plan Approval: Schrock Commercial Strip Mall (JN: 2020-2042) (Jason Kauffman)
- 20) Post-Construction Plan Approval: Supreme Corp Chassis Lot (JN: 2019-2039) (Jason Kauffman)
- 21) Construction completion agreement of construction project 1611 Hay Parkway (JN: 2017-2045) (Jason Kauffman)

Privilege of the Floor

Board of Public Works and Safety Order: 724 S. Main St. (Derek Doss)

**Board of Public Works and Safety Order: 214 E. Clinton St. (Ron Davidhizer)**

**Approval of Civil City and Utility Claims**

*Adjournment*



## BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

### MINUTES OF THE NOV. 29, 2021 REGULAR MEETING

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

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

**Absent:** None

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

**Review/approval of Minutes:** Amended minutes of the Nov. 22, 2021 meeting of the Board of Works & Safety & Stormwater Board were presented. **Board member Mike Landis moved to approve the minutes as presented and the motion was seconded by Board member Barb Swartley. Motion passed 5-0.**

**Review/approval of Agenda:** Mayor Stutsman presented the Board agenda with the deletion of agenda item #4, an Agreement Amendment with Alexander Chemical Corporation, which was not yet ready for consideration. **Landis moved to approve the agenda as amended. Swartley seconded the motion. Motion passed 5-0.**

#### **1) Hiring and Swearing in of David M. Stump as a Probationary Patrol Officer (Chief Miller)**

**Department Chief José Miller** asked the Board to approve the hiring of David M. Stump for the position of probationary patrol officer, effective Nov. 29, 2021. Miller said Stump has passed all exams and has been approved by both the local and State pension boards.

**Landis/Swartley moved to hire David M. Stump as a Probationary Police Officer for the Goshen Police Department, effective Nov. 29, 2021. Motion passed 5-0. Mayor Stutsman then swore Stump into office.**

#### **2) Hiring and Swearing in of Aaron H. Lower as a Probationary Patrol Officer (Chief Miller)**

**Police Department Chief José Miller** asked the Board to approve the hiring of Aaron H. Lower for the position of probationary patrol officer, effective Nov. 29, 2021. Miller said Lower has passed all exams and has been approved by both the local and State pension boards. He said Lower is a 2019 graduate of the Indiana Law Enforcement Academy and previously worked at the Mishawaka Police Department as a sworn officer for about three years.

**Landis/Swartley moved to hire Aaron H. Lower as a Probationary Police Officer for the Goshen Police Department, effective Nov. 29, 2021. Motion passed 5-0. Mayor Stutsman then swore Lower into office.**

#### **3) Hiring and Swearing in of Anthony W. Reese as a Probationary Patrol Officer (Chief Miller)**

**Police Department Chief José Miller** asked the Board to approve the hiring of Anthony W. Reese for the position of probationary patrol officer, effective Nov. 29, 2021. Miller said Reese has passed all exams and has been approved by both the local and State pension boards. He said Reese is a 2021 graduate of the Indiana Law Enforcement Academy. He previously worked at the Elkhart Police Department as a sworn officer for about 1½ years.





Landis/Swartley moved to hire Anthony W. Reese as a Probationary Police Officer for the Goshen Police Department, effective Nov. 29, 2021. Motion passed 5-0. Mayor Stutsman then swore Reese into office.

**4) Agreement amendment for electrical maintenance with L&M Electric – JN: 2022-0005 (Dustin Sailor)**

**City Director of Public Works and Utilities Dustin Sailor** asked the Board to authorize Mayor Stutsman to execute an amended agreement with L&M Electric to extend by one (1) year, through Dec. 31, 2022 for Civil City electrical maintenance. The agreement is for electrical maintenance of traffic signals, school flashers, lighting, City buildings and the Airport under the same terms and conditions as the Feb. 15, 2021 contract.

**Landis/Swartley moved to authorize Mayor Stutsman to execute an amended agreement with L&M Electric through Dec. 31, 2022 for Civil City electrical maintenance. Motion passed 5-0.**

**5) Agreement amendment for electrical maintenance with Middlebury Electric – JN: 2022-0006 (Dustin Sailor)**

**City Director of Public Works and Utilities Dustin Sailor** asked the Board to authorize Mayor Stutsman to execute an amended agreement with Middlebury Electric to extend by one (1) year, through Dec. 31, 2022, for Utilities electrical maintenance. The agreement is for the electrical maintenance of the Wastewater and Water Utilities under the same terms and conditions as the Feb. 17, 2021 contract.

**Landis/Swartley moved to authorize Mayor Stutsman to execute an amended agreement with Middlebury Electric to extend by one year, through Dec. 31, 2022, for Utilities electrical maintenance. Motion passed 5-0.**

**6) Agreement for Completion of Construction Project at 123 N. 6th Street (Dustin Sailor)**

**City Director of Public Works and Utilities Dustin Sailor** asked the Board to approve the agreement with Habitat for Humanity of Elkhart County, Inc. for the completion of the construction project at 123 N 6th St. Sailor said Habitat for Humanity has passed the final building inspection for 123 N. 6<sup>th</sup> St. and the project is substantially complete except for seeding disturbed areas, the planting of a street tree, and possible repairs to a damaged sidewalk. He said these final requirements cannot be completed now due to weather conditions. Sailor said the Stormwater Department is submitting an Agreement for the Completion of the Construction Project for approval and authorization for the Mayor to execute. Under the agreement, Habitat for Humanity agrees to permanently stabilize 5,000 square feet of disturbed area with seed, plant the required street tree, and repair damage to sidewalks by June 15, 2022. The expected cost of the remaining work is \$1,550 and a surety for that amount has been submitted to the Clerk-Treasurer's Office.

**Landis/Swartley moved to approve the agreement with Habitat for Humanity of Elkhart County, Inc. for the completion of the construction project at 123 N 6th St. Motion passed 5-0.**

**7) 2021 Pavement Management Plan – JN: 2021-0004 (Josh Corwin)**

**City Civil Traffic Engineer Josh Corwin** asked the Board to approve the revised Pavement Management Plan for 2021. The plan reports on the condition of the City's roadways and, once submitted to the Indiana Local Technical Assistance Program (LTAP), fulfills one of the requirements to be eligible for Community Crossings Matching Grant applications. He said the report summarizes the condition of the city's roadway network using the Pavement Surface Evaluation and Rating (PASER) system. The report is required to be updated and submitted to LTAP each year, along with a pavement inventory. The City's road network is required to be rated every other year.



Corwin provided a summary of the report's key findings and recommendations. He said 63% of the city's roadways are in poor condition and it would take \$47 million to complete all projects necessary to upgrade the City's roads. To better track the condition of roads, Corwin said the City would be implementing new software and hiring an asset manager. **Mayor Stutsman** repeated that \$47 million would be needed to repair the City's roads. The Mayor also praised City staff for doing such a good job of improving roads and making good use of available funds. In response to a question from **Board member Landis**, Corwin explained how the City prioritizes its work. Mayor Stutsman said City staff works hard to make street improvements throughout the City.

**Landis/Swartley moved to approve the revised Pavement Management Plan for 2021. Motion passed 5-0.**

**8) Wilden Avenue Reconstruction – JN: 2014-0035 (Josh Corwin)**

**City Civil Traffic Engineer Josh Corwin** asked the Board to approve the Wilden Avenue Reconstruction project for letting and to sign the attached cover sheet for submittal to the Indiana Department of Transportation (INDOT). Corwin said the project is scheduled for letting in March 2022 and Abonmarche is currently preparing to submit final tracings to INDOT this week. The tracings will require approval and signatures of the Board of Public Safety for final acceptance by INDOT.

**Landis/Swartley moved to approve the Wilden Avenue Reconstruction project for letting and to sign the attached cover sheet for submittal to the Indiana Department of Transportation. Motion passed 5-0.**

**9) Survey RFQ – JN: 2021-0027 (Dustin Sailor)**

**City Director of Public Works and Utilities Dustin Sailor** asked the Board to approve the agreement with Jones Petrie Rafinski for a topographical survey of five City locations for \$28,000. Sailor said that on Nov. 11, 2021, the City received quotes for the topographical survey of five locations and one boundary survey. The locations are: Fire Training Facility, Hickory Street, 1012 Hickory Street, Alley 250, Clinton Street and Berkey Avenue. Following are the results of the quotes: A & Z Engineering, \$39,442; Abonmarche, \$31,500; and Jones Petrie Rafinski, \$28,000. The Engineering Department asked the Board of Public Works and Safety to award the contract to Jones Petrie Rafinski as the lowest responsive and responsible quoter.

**Landis/Swartley moved to approve the agreement with Jones Petrie Rafinski for a topographical survey of five locations for \$28,000. Motion passed 5-0.**

**10) Goshen Water & Sewer unpaid final accounts (Kelly Saenz)**

**Goshen Water & Sewer Office Manager Kelly Saenz** asked the Board to move the office's uncollected finalized accounts from active to Collection, Sewer Liens and Write offs. Saenz reported that the original amount of unpaid final Water/Sewer accounts for this period, through Aug. 31, 2021, was \$6,125.00. Collection letters were sent out and payments of \$2,481.89 had been collected. The uncollected amount equals \$3,643.11.

**Landis/Swartley moved to move the Goshen Water and Sewer Office's uncollected finalized accounts from active to Collection, Sewer Liens and Write offs. Motion passed 5-0.**

**Privilege of the Floor:**

**Mayor Stutsman opened Privilege of the Floor at 2:21 p.m. No one asked to speak, so the Mayor closed Privilege of the Floor.**



With no further matters before the Board, Mayor Stutsman/Swartley moved to approve Civil City and Utility claims and to adjourn the meeting. Motion passed 4-0. Meeting was adjourned at 2:22 p.m.

**APPROVED**

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Jeremy Stutsman, Chair

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Michael Landis, Member

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Mary Nichols, Member

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Barb Swartley, Member

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DeWayne Riouse, Member

**ATTEST**

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Richard R. Aguirre, Clerk-Treasurer



**Engineering Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185  
engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **2022 ASPHALT PAVING PROJECT  
PROJECT NO. 2022-0002**

DATE: December 3, 2021

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The Clerk-Treasurer's Office has received bids from contractors today for the above referenced project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

Thanks!!

**Requested Motion: Open bids received from Contractors for the 2022 Asphalt Paving Project and read the Total Base Bid amount.**



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## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **2022 CONCRETE PAVING PROJECT  
PROJECT NO. 2022-0002**

DATE: December 3, 2021

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The Clerk-Treasurer's Office has received bids from contractors today for the above referenced project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

Thanks!!

**Requested Motion: Open bids received from Contractors for the 2022 Concrete Paving Project and read the Total Base Bid amount.**





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## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **WILDEN AVENUE TREE CLEARING  
PROJECT NO. 2014-0035**

DATE: December 3, 2021

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The Clerk-Treasurer's Office has received bids from contractors today for the above referenced project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

Thanks!!

**Requested Motion: Open bids received from Contractors for the Wilden Avenue Reconstruction Tree Clearing Project and read the Total Base Bid amount.**



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## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **NEW GOSHEN PARKS MAINTENANCE BUILDING  
PROJECT NO. 2021-0022**

DATE: December 3, 2021

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The Clerk-Treasurer's Office has received bids from contractors today for the above referenced project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

Thanks!!

**Requested Motion: Open bids received from Contractors for the New Goshen Parks Maintenance Building Construction Project and read the Total Base Bid amount.**



**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **THE CROSSING SUBDIVISION DRAINAGE  
PROJECT NO. 2020-0033**

DATE: December 3, 2021

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The Clerk-Treasurer's Office has received bids from contractors today for the above referenced project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

Thanks!!

**Requested Motion: Open bids received from Contractors for The Crossing Subdivision Drainage Project and read the Total Base Bid amount.**





**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  
Member DeWayne Riouse

Date: December 6<sup>th</sup>, 2021

From: Jose' Miller, Chief of Police

Reference: The Resignation of Officer Randy Valderrama #164.

I am requesting that the Board of Public Works and Safety approve the resignation of Officer Randy Valderrama effective November 30<sup>th</sup>, 2021. Officer Valderrama served on the Goshen Police Department since February of 2014. I wish the best for Officer Valderrama in his 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**  
**Bodie J. Stegelmann, City Attorney**

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To: Board of Public Works and Safety  
From: Bodie J. Stegelmann  
Date: December 2, 2021  
Re: Agreement with INDOT for Installation of Equipment in State Right of Way

The City of Goshen seeks to install certain equipment in State of Indiana highway right of way. The Indiana Department of Transportation ("INDOT") requires the City to sign an agreement (at no cost to the City) containing INDOT's standard terms and conditions of such installation.

**Motion Requested: Approve an Agreement between INDOT and the City for the Installation of Law Enforcement Equipment in the State right of way, and authorize Police Chief Jose Miller to sign such Agreement.**

**AGREEMENT**  
**Between**  
**THE INDIANA DEPARTMENT OF TRANSPORTATION**  
**And**  
**THE GOSHEN POLICE DEPARTMENT**  
**For**  
**INSTALLATION OF LAW ENFORCEMENT EQUIPMENT**

This Agreement (“Agreement”), made and entered by and between the State of Indiana through the Indiana Department of Transportation (hereinafter referred to as “INDOT”) and the Goshen Police Department, Elkhart County, Indiana (hereinafter referred to as the “GPD”) (collectively referred to as the “PARTIES”) through their duly authorized and undersigned officials, is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

**RECITALS**

**WHEREAS**, the GPD has requested to install law enforcement equipment (“LEE”) within state-owned or controlled right-of way in Goshen, Indiana in the interest of public safety; and

**WHEREAS**, the GPD has agreed to pay the costs associated with the installation of the LEE; and

**WHEREAS**, the GPD has agreed to maintain the LEE after the installation to the satisfaction of INDOT and pay for all costs associated with future maintenance; and

**WHEREAS**, the installation of the LEE will occur within state-owned or controlled right-of-way, as shown in **Exhibit A**, attached hereto, and incorporated herein; and

**WHEREAS**, it is of mutual interest for the PARTIES to cooperate in use of the state-owned or controlled right-of-way for the safety of the motoring public.

**NOW THEREFORE**, in consideration of the premises and the mutually dependent covenants herein contained, the PARTIES hereto agree as follows:

**ARTICLE I.**  
**PURPOSE AND TERM**

- 1.1. Preamble and Recitals.** The Preamble and Recitals recorded above are incorporated by reference into this Agreement. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Agreement.
- 1.2. Purpose.** The purpose of this Agreement is to delineate costs for installation of the LEE and the maintenance responsibilities, and the costs associated with said maintenance of the LEE.

**1.3. Term.**

**1.3.1. Effective date.** This Agreement shall become effective on the date it is approved by the Attorney General of Indiana or an authorized representative.

**1.3.2. Termination.** The termination date is the earliest of:

A. If construction activities related to installation of the LEE permitted by this Agreement have not begun within one (1) year of the date of the issuance of the permit, this Agreement shall terminate; or

B. If the LEE installed by terms of this Agreement is removed from the state-owned or controlled right-of-way, this Agreement shall terminate on the date the LEE is removed.

**1.4. INDOT Operations.** The LEE shall not create any adverse impact or interference to INDOT operations including without limitation right-of-way maintenance, traffic signals, or otherwise impact INDOT's maintenance of facilities.

**ARTICLE II**  
**THE GPD'S RESPONSIBILITIES**

**2.1. Use and Compliance with Laws and INDOT Policy.**

**2.1.1.** The GPD shall be solely responsible to ensure that the use of the LEE will be for law enforcement purposes only; and

**2.1.2.** The GPD shall be solely responsible to ensure that the data collected or derived from the LEE will not be used, sold, or otherwise transferred, for any purpose other than law enforcement, and only in compliance with applicable laws; and

**2.1.3.** The GPD agrees that the LEE and all information gathered or generated therefrom, and the GPD's use of such information, shall be subject to compliance with INDOT Permit Operations Memorandum 21-02 (**Exhibit C**, which is attached hereto and fully incorporated herein by reference), all applicable state and federal laws (including applicable privacy protections), and all terms of this Agreement.

**2.1.4.** The GPD agrees that any LEE installed within state-owned or controlled right-of-way must be placed in accordance with existing state and federal laws, rules, and regulations, as well as INDOT standards and specifications and all terms of this Agreement.

**2.1.5.** Failure by the GPD to abide by the requirements of state or federal laws, INDOT Permit Operations Memorandum 21-02, or this Agreement with regard to use of the LEE or any information gathered or derived therefrom may result in immediate termination of this Agreement (as well as any other similar agreement the GPD has

entered with INDOT) and removal of all LEE equipment located on state-owned facilities or within state-owned or controlled rights-of-way.

**2.2. Design.**

2.2.1. The GPD shall be responsible for the preparation of the design of the LEE installations in accordance with the most recent version of INDOT's Standard Specifications and any subsequent revisions. Standard Specifications information is available from the INDOT website at: <https://www.in.gov/dot/div/contracts/standards/book/index.html>.

2.2.2 The design plans and specifications shall include, but not be limited to:

- A. The proposed method of accomplishing the installations.
- B. Details of all physical installations to be made.
- C. Devices to be mounted on each structure.

2.2.3. The GPD, or its representative, shall deliver one (1) electronic copy of the proposed plans and specifications for the LEE and associated work to the Fort Wayne District Permit Manager ("Permit Manager") for concurrence and approval as the final plan. INDOT shall approve the final plans and demonstrate its concurrence in the electronic permitting system.

2.2.4. No changes to the final plans shall be made without written consent from INDOT. Approval for changes to the final plans shall be obtained from the Permit Manager. When approved, a change to the final plan shall be considered as if it was a part of the original final plan.

2.2.5. The Permit Manager may request AS BUILT plans after installation upon final inspection.

**2.3. Construction.**

2.3.1. No construction work relating to the placement of the LEE permitted by this Agreement may begin within the state-owned or controlled right-of way until this Agreement is fully approved and executed by the Indiana Office of the Attorney General and a permit has been issued. No construction activity may begin within the state-owned or controlled right-of-way until approval of the final plans required in Section 2.2 is given by INDOT.

2.3.2. The GPD shall provide project supervision or shall employ a project engineer, independent from the contractor, to provide competent and adequate engineering, testing, and inspection services to monitor the contractor's work for compliance with the final plans.

- 2.3.3.** The GPD shall install or have a contractor, pre-qualified with INDOT, perform the installation according to the final plans and any subsequent approved revisions at its sole expense. The performance of the installation shall be in accordance with INDOT's rules and regulations and all applicable state, federal and local laws.
- 2.3.4.** At least one (1) week prior to beginning construction activities, the GPD shall schedule a preconstruction meeting at a time and place convenient to the Permit Manager. Representatives of the GPD shall attend the meeting. In addition, representatives of all agencies which will utilize the LEE, the designer, the project supervisor/engineer, the contractor, if any, and any affected utilities shall attend. Topics for discussion shall include but are not limited to:
- A. the work plan;
  - B. the traffic control plan;
  - C. the inspection plan;
  - D. utility connectivity plan (independent power source);
  - E. a list of contact names with mailing addresses, telephone/fax numbers, and email addresses; and
  - F. the criteria for using the LEE.
- 2.3.5.** The GPD shall notify the Permit Manager at least five (5) working days prior to commencing work on the installation of the LEE.
- 2.3.6.** All work and materials shall be in accordance with the most current version of the INDOT Standard Specifications and subsequent revisions. When a category of materials or equipment specified for this installation is listed on the INDOT list of approved materials, any such materials or equipment specified for this installation shall be selected from the INDOT list of approved materials.
- 2.3.7.** The installation work shall be performed in a manner and quality meeting the satisfaction and approval of INDOT with regard to proper highway engineering and planning.
- 2.3.8.** During construction, INDOT may inspect the installation. INDOT will promptly notify the GPD or the project supervisor/engineer, verbally or in writing, of any deficiencies. The GPD will correct or have a contractor correct such deficiencies. The inspection by INDOT does not relieve the GPD or the project supervisor/engineer of the responsibility to inspect and construct the LEE and appurtenances in accordance with the final plans and specifications as required herein.
- 2.3.9.** Prior to activation of the LEE, a final inspection will be required. Representatives of the District Traffic Engineer will witness the inspection. The GPD may attend the inspection. The final inspection will include the activation of the LEE at each location to verify proper operation to the satisfaction of the GPD and INDOT.

**2.4. Financial Responsibilities.**

- 2.4.1. The GPD shall be solely responsible to pay all costs associated with the design, construction, and installation of the LEE. Under no circumstances shall INDOT be responsible for any costs associated with the design, construction, and installation of the LEE.
- 2.4.2. The GPD shall be solely responsible to pay all costs associated with the maintenance of the LEE. Under no circumstances shall INDOT be responsible for any costs associated with maintenance of the LEE.
- 2.4.3. The GPD shall be solely responsible for obtaining utility service and all costs associated with the utility service for the LEE. Any separately metered utilities shall be billed directly to the GPD, and INDOT shall have no obligation with respect thereto. Any utility fees related to utilities that are not separately metered shall be prorated by INDOT, on a reasonable basis and the GPD shall pay any amount owed within thirty (30) days of receiving an invoice for the same.

**2.5. Maintenance and Operations.**

- 2.5.1. The GPD shall be responsible for maintaining the LEE at all times. Maintenance activities shall not create an adverse impact to or interfere with the safety and travel of the motoring public.
- 2.5.2. The GPD shall ensure that the installation and location of the LEE and areas of the state-owned or controlled right-of-way used for the LEE be in substantial conformity with Exhibit A, which is attached hereto and fully incorporated herein by reference. INDOT shall have the right to terminate this Agreement and order removal of the LEE if, in INDOT's sole discretion, it is determined that the location of the LEE substantially deviates from the plans shown in Exhibit B, which is attached hereto and fully incorporated herein by reference, subject to the notification provisions contained herein.
- 2.5.3. The GPD shall notify INDOT and submit a Maintenance of Traffic (MOT) plan five (5) business days prior to any maintenance activities if such activities require lane closures or traffic restrictions.
- 2.5.4. When performing work within state-owned or controlled right-of-way, the GPD shall at all times adhere to the traffic control measures found in the most recent version of the Indiana Manual on Uniform Traffic Control Devices, Interstate Highway Lane Closure Policy and the Indiana Department of Transportation Policies, Processes & Procedures on Work Zone Safety & Mobility.
- 2.5.5. The GPD, or its representative, shall contact, by any means, the Permit Manager a minimum of one (1) business day, before performing routine maintenance on LEE located within state-owned or controlled right-of-way. Routine maintenance shall

not be performed on a weekend, holiday, or after normal business hours. For maintenance of LEE located in or on a traffic signal, an INDOT signal technician may be present during this maintenance activity.

- 2.5.6.** In the course of emergency maintenance due to equipment knock down caused by vehicular accident or acts of nature, INDOT or its representative will attempt, using normal diligence, to salvage for re-use any LEE that has been knocked down. INDOT will not reinstall LEE. INDOT will not ensure that any LEE removed for salvage is functional. The GPD, or its representatives, shall assure that the LEE is functional before attempting to reinstall the LEE.
- 2.5.7.** The GPD may request in writing that locations within state-owned or controlled right of way be added to or removed from **Exhibit A**. A formal amendment to this Agreement will be required before a change in the location is effective.
- 2.5.8.** If after appropriate review, INDOT determines that any LEE or appurtenances installed on the state-owned or controlled right-of-way by terms of this Agreement (a) have become substandard, (b) conflict with future improvements or other necessary installations, (c) are not being properly maintained, (d) are being misused, or (e) if this Agreement is terminated, INDOT may order modification, relocation or removal of the LEE. A pre-qualified contractor employed by the GPD shall perform the removal or modification within sixty (60) days of notice to the GPD from INDOT at the GPD's sole expense.
- 2.5.9.** Any use of the right-of-way permitted by this Agreement remains secondary to the interest of INDOT to use the right-of-way for highway or other transportation purposes. The GPD agrees that it shall surrender the right-of-way upon which the LEE is located, whether in part or in its entirety, if, in INDOT's sole discretion, the right-of-way or any portion thereof is required for future expansion, modification, or maintenance of US 33, State Road ("SR") 38, or SR 15. The GPD understands and agrees that it shall not be entitled to any damages or any other compensation in the event that INDOT requires complete or partial removal of the LEE for any reason.
- 2.5.10.** Prior to constructing any additional improvements within state-owned or controlled right-of-way, the GPD shall apply for a permit for all construction by the GPD (or other parties contracted by the GPD) within state-owned or controlled right-of-way. This Agreement in no way binds INDOT to the issuance of any permit to the GPD. However, INDOT agrees, in good faith, to review the GPD's application, and if appropriate, issue a permit to the GPD.
- 2.5.11.** The GPD shall be responsible for the GPD's improvements within the state owned or controlled right-of-way. To the extent permitted by law, the GPD shall indemnify and hold INDOT harmless for any claims arising out of the above-said items within the state-owned or controlled right-of-way. This is in addition to representations



provided under Section 4.22 of this Agreement. This section of this Agreement shall survive termination of this Agreement.

**2.5.12.** The GPD shall perform all work permitted under this Agreement to INDOT's reasonable satisfaction, as determined at the discretion of INDOT, and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations.

### **ARTICLE III.** **INDOT'S RESPONSIBILITIES**

- 3.1.** INDOT shall have approval authority for the GPD's design, construction, and maintenance plans and for any improvements on US 33, SR 38, or SR 15 located within state-owned or controlled right-of-way. Such review and approval shall be completed within a reasonable timeframe.
- 3.2.** INDOT may inspect the work of the LEE installation at any time and shall notify the GPD of any deficiencies to be remedied. INDOT does not own, nor is it assume any responsibility for the LEE.
- 3.3.** Under no circumstances shall INDOT be responsible for any costs of design, construction, maintenance, improvements, operation, regulation, or removal of the LEE.
- 3.4.** In the event that the GPD fails to install the LEE in accordance with this Agreement or to complete any necessary maintenance of the LEE or remediate any damage caused in whole or in part by the LEE, in the interest of the safety of the motoring public, INDOT may complete any necessary repairs and invoice the GPD for the total cost of the repair. The GPD shall pay each invoice within thirty (30) days of issuance of the invoice. The GPD's failure to pay any invoice received from INDOT may result in removal of the LEE from state-owned or controlled right-of-way.
- 3.5.** Under no circumstances shall INDOT be responsible for collecting, maintaining, or storing any information obtained by the GPD through the use of LEE.

### **ARTICLE IV.** **GENERAL PROVISIONS**

- 4.1.** **Access to Records.** The GPD shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the costs incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of final payment, if any, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT. The GPD agrees that, upon request by any agency participating in federally assisted programs with whom the GPD has agreed to or seeks to agree to, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the GPD in connection with this Agreement, including any books, documents, papers,

correspondence, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

- 4.2. **Assignment; Successors.** [OMITTED – NOT APPLICABLE]
- 4.3. **Assignment of Antitrust Claims.** [OMITTED – NOT APPLICABLE]
- 4.4. **Audits.** The GPD acknowledges that it may be required to submit to an audit of funds, if any, paid through this Agreement. Any such audit shall be conducted in accordance with IC §5-11-1, *et. seq.*, and audit guidelines specified by the State.
- 4.5. **Authority to Bind the GPD.** The signatory for the GPD represents that he/she has been duly authorized to execute this Agreement on behalf of the GPD and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the GPD when his/her signature is affixed and accepted by the State.
- 4.6. **Changes in Work.** The GPD shall not commence any additional work or change the scope of the work until authorized in writing by the State. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.
- 4.7. **Certification for Federal Aid Contracts Lobbying Activities.** The GPD certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the GPD has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
  - A. No federal appropriated funds have been paid or will be paid, by or on behalf of the GPD, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
  - B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - C. The GPD also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**4.8. Compliance with Laws.**

- A. The GPD shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the GPD to determine whether the provisions of this Agreement require formal modification.
- B. The GPD and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et. seq.* and the regulations promulgated thereunder. **If the GPD has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Agreement, the GPD shall ensure compliance with the disclosure requirements in IC §4-2-6-10.5 prior to the execution of this Agreement.** If the GPD is not familiar with these ethical requirements, the GPD should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the GPD or its agents violate any applicable ethical standards, the State may, at its sole discretion, terminate this Agreement immediately upon notice to the GPD. In addition, the GPD may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. [OMITTED – NOT APPLICABLE]
- D. [OMITTED – NOT APPLICABLE]
- E. [OMITTED – NOT APPLICABLE]
- F. The GPD warrants that the GPD and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.
- G. [OMITTED – NOT APPLICABLE]
- H. As required by IC §5-22-3-7:
  - (1) The GPD and any principals of the GPD certify that:
    - (A) the GPD, except for de minimis and nonsystematic violations, has not violated the terms of:
      - (i) IC §24-4.7 [Telephone Solicitation of Consumers];

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

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

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

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

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

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

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

**4.9. Condition of Payment. [OMITTED – NOT APPLICABLE]**

**4.10. Confidentiality of State Information. [OMITTED – NOT APPLICABLE]**

**4.11. Continuity of Services. [OMITTED – NOT APPLICABLE]**

**4.12. Debarment and Suspension. [OMITTED – NOT APPLICABLE]**

**4.13. Default by State. [OMITTED – NOT APPLICABLE]**

**4.14. Disputes. [OMITTED – NOT APPLICABLE]**

**4.15. Drug Free Workplace Certification.**

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

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

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled

substance is prohibited in the GPD's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

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

**4.16. Employment Eligibility Verification.** As required by IC §22-5-1.7, the GPD swears or affirms under the penalties of perjury that the GPD does not knowingly employ an unauthorized alien. The GPD further agrees that:

- A. The GPD shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The GPD is not required to participate should the E-Verify program cease to exist. Additionally, the GPD is not required to participate if the GPD is self-employed and does not employ any employees.
- B. The GPD shall not knowingly employ or contract with an unauthorized alien. The GPD shall not retain an employee or contract with a person that the GPD subsequently learns is an unauthorized alien.
- C. The GPD shall require its subcontractors, who perform work under this Agreement, to certify to the GPD 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. The GPD agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

- 4.17. Employment Option. [OMITTED – NOT APPLICABLE]**
- 4.18. Force Majeure.** In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as “Force Majeure Event”), the Party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 4.19. Funding Cancellation.** As required by Financial Management Circular 2007-1 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- 4.20. 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 the State of Indiana.
- 4.21. HIPAA Compliance. [OMITTED – NOT APPLICABLE]**
- 4.22. Indemnification.** The GPD agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third-party claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the GPD and/or its subcontracts, if any, in the performance of this Agreement. The State shall not provide such indemnification to the GPD.
- 4.23. Independent Entity; Workers’ Compensation Insurance.** The GPD is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the PARTIES. Neither Party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other Party. The GPD shall provide all necessary unemployment and workers’ compensation insurance for the GPD’s employees and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Agreement.

- 4.24. **Indiana Veteran Owned Small Business Enterprise Compliance.** [OMITTED – NOT APPLICABLE]
- 4.25. **Information Technology Enterprise Architecture Requirements.** [OMITTED – NOT APPLICABLE]
- 4.26. **Insurance.** The GPD shall cause and require the contractors installing or maintaining the LEE at each location listed in **Exhibit A** to secure and keep in force during the term of this Agreement the insurance coverages specified in the 2020 INDOT Standard Specifications.
- 4.27. **Key Person(s).** [OMITTED – NOT APPLICABLE]
- 4.28. **Licensing Standards.** The GPD, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the GPD pursuant to this Agreement. The State will not approve any study, plans or work performed by the GPD when the GPD, its employees or contractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification, or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the GPD shall notify the State immediately and the State, at its option, may immediately terminate this Agreement.
- 4.29. **Merger & Modification.** This Agreement constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary PARTIES.
- 4.30. **Minority and Women’s Business Enterprises Compliance.** [OMITTED – NOT APPLICABLE]
- 4.31. **Nondiscrimination.**
- A. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the GPD 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’s or applicant’s race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran or any other characteristic protected by federal, state or local law (“Protected Characteristics”). The GPD certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be

construed to imply or establish an employment relationship between the State and any applicant or employee of the GPD or any subcontractor.

- B. INDOT is a recipient of federal funds, and therefore, were applicable, the GPD 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.

The GPD agrees that if the GPD employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the GPD will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The GPD shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of this Agreement.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran.)

- C. During the performance of this Agreement, the GPD, for itself, its assignees, and successors in interest (hereinafter referred to as the "GPD") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
1. Compliance with Regulations: The GPD shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
  2. Nondiscrimination: The GPD, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The GPD shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.



3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the GPD for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the GPD of the GPD's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
4. Information and Reports: The GPD shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by INDOT and the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the GPD is in the exclusive possession of another who fails or refuses to furnish this information, the GPD shall so certify to INDOT or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the GPD's noncompliance with the nondiscrimination provisions of this Agreement, INDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the GPD under the Agreement until the GPD complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: The GPD shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The GPD shall take such action with respect to any subcontract or procurement as INDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the GPD becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the GPD may request INDOT to enter into such litigation to protect the interests of INDOT, and, in addition, the GPD may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- 4.32. Notice to PARTIES.** Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

**A. For INDOT:**

Jason Hanaway  
Fort Wayne District Permits Manager  
5333 Hatfield Road

Fort Wayne, IN 46808  
Phone: 260-969-8254  
Email: [jhanaway@indot.in.gov](mailto:jhanaway@indot.in.gov)

**And with copy to:**

Chief Legal Counsel and Deputy Commissioner  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758  
Indianapolis, IN 46204  
Email: [hkennedy@indot.in.gov](mailto:hkennedy@indot.in.gov)

**B. For the GPD:**

Chief José D. Miller  
Goshen Police Department  
111. E. Jefferson St.  
Goshen, IN 46528  
Phone: 574-533-8661  
Email: [police@goshencity.com](mailto:police@goshencity.com)

**And with copy to:**

Ryan Elswick  
Flock Safety  
1170 Howell Mill Rd.  
Northwest Atlanta, GA 30318  
Phone: 317-989-8985  
Email: [ryan.elswick@flocksafety.com](mailto:ryan.elswick@flocksafety.com)

**4.33. Order of Precedence; Incorporation by Reference. [OMITTED – NOT APPLICABLE]**

**4.34. Ownership of Documents and Materials. [OMITTED – NOT APPLICABLE]**

**4.35. Payments.**

A. All payments, if any, shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the GPD in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments, if any, will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC §4-13-2-20.

**B. [OMITTED – NOT APPLICABLE]**

**4.36. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages,**

interest, or attorney's fees, except as required by Indiana law in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and §34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment, if any, shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

- 4.37. Progress Reports. [OMITTED – NOT APPLICABLE]**
- 4.38. Prohibited Telecommunications and Video Surveillance Equipment and Services.** In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the GPD is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by: (A) Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR (B) Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), for any purpose to fulfill its obligations under this Agreement. The GPD shall be responsible to ensure that any contractors or subcontractors are bound by and comply with the terms of this provision. Breach of this provision shall be considered a material breach of this Agreement.
- 4.39. Public Record.** The GPD acknowledges that the State will not treat this Agreement as containing confidential information and will post this Agreement on its website as required by Executive Order 05-07. Use by the public of the information contained in this Agreement shall not be considered an act of the State.
- 4.40. Renewal Option. [OMITTED – NOT APPLICABLE]**
- 4.41. Severability.** The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.
- 4.42. Status of Claims.** The GPD shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the GPD resulting from services performed under this Agreement.
- 4.43. Substantial Performance.** This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.
- 4.44. Taxes.** The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the GPD or its subcontractors as a result of this Agreement.
- 4.45. Termination for Convenience. [OMITTED – NOT APPLICABLE]**

**4.46. Termination for Default. [OMITTED – NOT APPLICABLE]**

**4.47. Travel. [OMITTED – NOT APPLICABLE]**

**4.48. 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 is in writing and signed by the Party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the GPD shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the GPD's negligent performance of any of the services furnished under this Agreement.

**4.49. Work Standards.** The GPD shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards (or by ensuring that its subcontractors do the same). If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, the State may request in writing the replacement of any or all such individuals, and the GPD shall grant such request.

**4.50. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed, or deleted the State's standard contract clauses (as contained in the 2021 OAG/ IDOA Professional Services Agreement Manual or the 2021 SCM Template) in any way except as follows: None.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Party, or that the undersigned is the properly authorized representative, agent, member or officer of the Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Party, 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. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Agreement, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Agreement to the State of Indiana. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Agreement will not become binding on the State until it has been approved by the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:  
[https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI\\_CUSTOM\\_APPS.SOI\\_PUBLIC\\_CNTR\\_CTS.GBL](https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTR_CTS.GBL)

**In Witness Whereof**, the PARTIES 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.

**GOSHEN POLICE DEPARTMENT**

\_\_\_\_\_  
Chief José D. Miller

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

**STATE OF INDIANA**  
**Indiana Department of Transportation**

**Recommended for approval by:**

\_\_\_\_\_  
Todd H. Johnson  
Fort Wayne District Deputy Commissioner

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

**Executed By:**

\_\_\_\_\_ (FOR)  
Joseph McGuinness  
Commissioner

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

**APPROVALS**

STATE OF INDIANA  
Budget Agency

By: (FOR)  
Zachary Q. Jackson, Director

Date:

STATE OF INDIANA  
Department of Administration

By: (FOR)  
Rebecca Holwerda, Commissioner

Date:

Approved as to Form and Legality:  
Office of the Attorney General

By: (FOR)  
Theodore E. Rokita  
Attorney General

Date:



**Legal Department, CITY OF GOSHEN**

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

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

December 2, 2021

**To:** Board of Public Works and Safety  
**From:** Brandy L. Henderson  
**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 four (4) Community Service Partnership Agreements for your consideration and approval.

Goshen Historical Society has requested \$15,000 for to provide a Volunteer and Membership Growth Coordinator. Goshen Historical Society has provided all the required information and the agreement is now being brought before the Board for consideration and approval.

**Suggested Motion: I move that the City of Goshen approve the agreement with Goshen Historical Society to support the project or projects outlined in its submitted application and provide this organization with the requested funds and authorize Mayor Stutsman to execute accordingly.**



**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, 2022, 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, 2022, 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 2022**

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

Applications available: Monday, November 1, 2021.

Applications due: Monday, November 22, 2021.

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 2022 will become available sometime after July 1, 2022. If an award is made, program expenses may be incurred starting January 1, 2022, 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, Indiana

Mailing Address: same as above

Contact Person: Ron Hoke

Phone Number: home: 574-538-3933; mus: 574-975-0033

Email address: museum@goshenhistorical.org

Project Title: Volunteer and Membership Growth Coordinator

Community Service award requested: \$ 15,000

Expected number of individuals to benefit from this project: Entire City



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.

As part of Goshen's cultural and art base needed to educate our citizens about our history and to attract and educate tourists about our history we have been expanding our museum hours. Our growth and ability to continue to fulfill our mission to the community is tied to our ability to grow both our membership and our volunteer numbers. This grant will allow us to hire a part-time staff person to concentrate on growing both our volunteer and membership base. Since this position can't be filled until the grant funds are distributed, we are requesting that the city distribute the entire grant in one lump sum as soon as possible in the 2022 fiscal year. Over the year we are hoping to fund this position for 690 hours.

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
<b>PT Worker</b>			
a.	15,000	15,000	
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.

We will be seeking matching funds for this position, but until they are obtained this city grant will be the sole monetary support for the position. The new staff member will need to be trained themselves by our current volunteer staff so they can properly do the job. We anticipate that our volunteers will require 6 to 8 hours per week to train and supervise the paid part-time person. That would be at least 300 hours for the year or \$3,000 at \$10 per hour. Our total budget for 2022 (excluding this position) will be approximately \$30,000 which will be funded by memberships, donations, a garage sale fund raiser and gift shop sales.



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.

As a culture and art attraction on Main Street we are continuing to assist the education of our citizens and the attraction of tourism to Goshen. Our museum hours have been expanded to 10-4 every Tuesday through Saturday and this can continue only if our volunteer and membership base are expanded. We believe that growing our program meets the criteria for the Goshen Comprehensive Plan aimed at growing the tourism industry in Goshen.

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

Any significant increase in our membership and volunteers will be able to be measured. Over the course of 2022 we hope to add at least 4-6 volunteers and as many as 20-30 new memberships. Should we achieve those numbers we would have been very successful. Achieving half those numbers would still be better than we have been doing over the years that we have not had a person to target our growth.

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

*The entire population benefits from our activities.*

**Organizational Characteristics**

IRS nonprofit status non profit  
Years in operation 41 years  
Number of full-time paid staff 0  
Number of part-time paid staff currently 0  
Number of volunteer staff 15-20  
Number of Board members 13

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

Our board consists of 12 elected members and one curator. The elected members serve 3 year terms with 4 being elected every year. The board elects officers annually after our society annual meeting. Our mission statement is "Preserving and Sharing the Ongoing Story of Goshen."

The society operates the Goshen Historical Society Museum with previously stated hours as an educational and tourism attraction for any person who visits. The police booth is open on First Fridays April to November. We offer educational tours of the museum, court house, downtown and millrace at various times. We publish books about Goshen and educational brochures that are available for the public. We also provide quarterly programs to the public at Greencroft and participate in DGI and Chamber functions in the downtown.

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)

**Ron Hoke**

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

Date: 11/4/2021

COMMUNITY SERVICE  
PARTNERSHIP AGREEMENT

With Goshen Historical Society

To Perform/Provide Volunteer and Membership Growth Co-ordinator

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 \$15,000.00, 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, 2022, on forms provided by the City.

4. Term. This Agreement commences on JAN, 1, 2022, and shall remain in effect through completion of the Project, or December 31, 2022, whichever is later.

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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.

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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.

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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.

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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.

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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,

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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  
bodiestegelman@goshencity.com

B. Notices to the Partner shall be sent to (Include contact name and title, mailing and e-mail address):  
GOSHEN HISTORICAL SOCIETY  
RON HOKE, PRES. OF THE BOARD  
124 S. MAIN ST. 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.

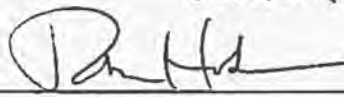
CITY:

CITY OF GOSHEN, INDIANA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

PARTNER:

[name of Partner] Goshen Historical Society

By:   
Name: RON HOKÉ  
Title: PRES. OF BOARD  
Date: 11/2/2021



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## **Goshen Historical Society Board Members Nov.1, 2021**

Ron Hoke, President

Jane Iwema, Vice-President

Ellen Straw, Secretary

Randy Clouse, Treasurer

John Hertzler

Wanda Hoffman

Tom Holtzinger

Jeff Keim

Ursula Mars

Rod Pletcher

Chuck Rink

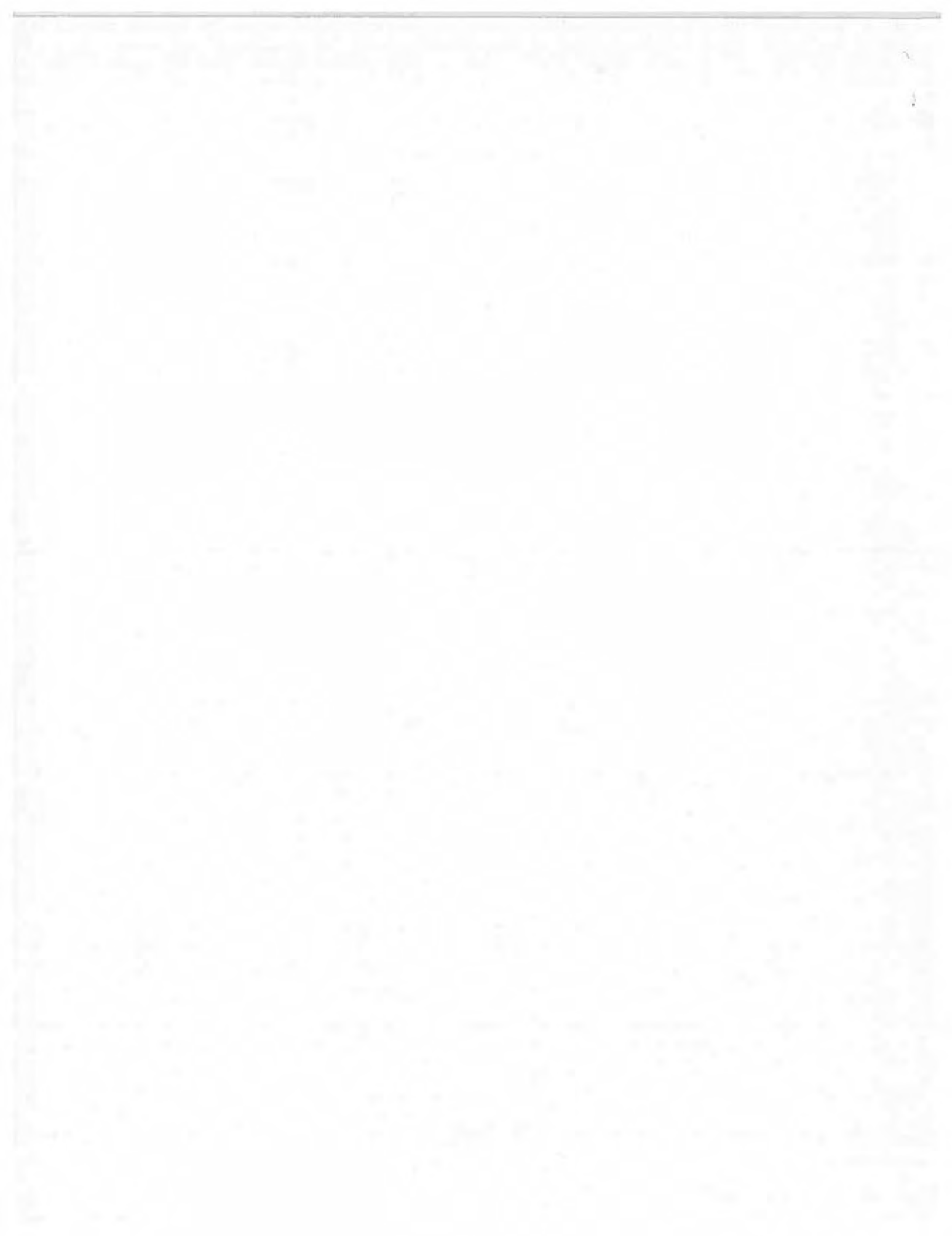
Dale Garber, Curator

One vacancy

Goston Historical Society 2021 Budget

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Acct Number	Expense Description	2021 Budget		2020 to 10/31
52000	Building Expenses			0
52100	Utilities	7,200		4,477
52101	Museum NIPSCO		6,000	
52102	Booth NIPSCO		700	
52103	Water & Sewer		500	
52200	Insurance	2,000		1,887
52300	Repairs and Maintenance	3,000		1,294
52301	Trash - Bakery		288	
52302	FFS Alarm Company		450	
52303	Koorsen		100	
52304	Bill's Heating		200	
52305	Hardware			
52400	Custodial supplies	1,500		209
53000	Advertising & Promotions	200		0
53100	Advertising			
53200	newsletter (printing & postage)	1,600		1,224
53300	promotional brochures	1,000		
53400	internet and social media	2,000		254
54000	Office General Administrative Expenses			
54200	office expenses	5,750		4,423
54201	Atlas IT		4,000	
54202	Copier contract			
54203	Office supplies (paper, letterheads, ink, etc.)		1,500	
54300	Phone & Internet (Comcast)	1,500		1,222



54400	postage & shipping	300		165
54500	Service charges	25		10
54600	Service contracts	500		540
55000	Collections Expenses	2,000		
55100	Accession Purchases		250	0
55200	Collection Maintenance		500	0
55300	Display Materials & Supplies		1,250	119
56000	Fundraisers and Events	600		
56100	Annual Meeting & First Fridays		400	
56150	Retreat expenses		100	
56200	Garage Sale		100	
57000	Dues & Subscriptions	1,500		
57100	EID		400	183
57300	Association Memberships		600	130
	TOTAL	30,675		16,137
account #	Incomes	2021 Budget		2020 to 12/17
45100	memberships (indiv only)	16,000		12,660
45300	sponsorships (business and indiv.)	7,500		8,500
46000	fundraisers (net spc events-garage sale, fall event))	4,000		8,371
41000	misc. ( donation jars, gift shop & unrestricted donations)	3,000		2,662
47100	Gift shop and sales of products	2,500		372
44100	CFEC grants			1,090

TOTAL		33,000		33,655
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## Goshen Historical Society 2022 Budget

RECEIVED NOV 03 2021

Acct Number	Expense Description	2022 Budget		2021 to 10/13
52000	Building Expenses			
52100	Utilities	6,080		
52101	Museum NIPSCO		5,400	3,667
52102	Booth NIPSCO		420	326
52103	Water & Sewer		360	259
52200	Insurance	2,000		1,887
52300	Repairs and Maintenance	2,500		
52301	Trash - Bakery		288	240
52302	FFS Alarm Company		475	441
52303	Koorsen		150	101
52304	BW Cook - Bill's P H		400	129
52305	Hardware - Awning		1,000	162
52400	Custodial supplies		100	60
53000	Advertising & Promotions			
53100	Advertising	250		
53200	newsletter (printing & postage)	1,500		1,354
53300	promotional brochures	1,000		
53400	internet and social media	1,000		15
53500	publications/books	1,250		852
53600	oral histories	1,500		
54000	Office General Administrative Expenses			
54200	office expenses	5,500		
54201	Atlas IT		4,000	2,899
54202	Copier contract			.

54203	Office supplies (paper, letterheads, ink, etc.)		1,500	827
54300	Phone & Internet (Comcast)	1,500		1,094
54400	postage & shipping	300		80
54500	Service charges	25		1
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	
56000	Fundraisers and Events	600		111
56100	Annual Meeting & First Fridays		400	90
56150	Retreat expenses		100	
56200	Garage Sale		100	
57000	Dues & Subscriptions	1,250		
57100	EID		355	364
57300	Association Memberships		850	640
	paid position grant from city (separate restricted fund)	15,000		
	TOTAL	43,955		16,558
account #	Incomes	2022 Budget		2021 to 10/12
45100	memberships (indiv only)	16,000		4,100
45300	sponsorships (business and life indiv.)	4,500		3,450
46000	fundraisers (net spc events-garage sale, fall event))	2,000		2,234
41000	misc. ( donation jars & unrestricted donations)	5,000		7,750

47100	Gift shop and sales of products	3,000		2,419
44100	CFEC Distritution	1,200		1,160
44200	Goshen City grant	15,000		3,000
44300	Restricted grant projects donations	0		2,200
	TOTAL	46,700		26,313



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	09/30/21 Current Year-to-Date				09/30/20 Prior Year-to-Date				08/31/21 Endowment
	Unrestricted / Operating	Restricted / Designated	Fixed Assets	Total	Unrestricted / Operating	Restricted / Designated	Fixed Assets	Total	
101									
102									
103									
104									
105									
106									
107	34,527	41,804		76,330	28,487	31,845		60,332	
108	815	0		815	514	0		514	
109		0		0	0	0		0	38,932
110				0				0	
111	38,041	41,804	0	79,845	29,001	31,845	0	60,846	38,932
112									
113			4,988	4,988			5,980	5,980	
114		0	8,378	8,378			2,889	2,889	
115			54,568	54,568			56,900	56,900	
116			14,554	14,554			15,291	15,291	
117			15,000	15,000			15,000	15,000	
118	0	0	97,464	97,464	0	0	96,020	96,020	0
119									
120	35,041	41,804	97,464	174,310	29,001	31,845	96,020	156,866	38,932
121									
122	0	0	0	0	0	0		0	
123	897	0	0	897	1,108	0		1,108	
124	897	0	0	897	1,108	0		1,108	0
125									
126	42,328	32,229	91,328	165,887	30,028	31,308	96,020	157,356	31,899
127	(15,000)	15,000	0	0	0	0		0	
128	0	(6,135)	6,135	0			0	0	
129	7,917	710	0	7,726	(2,730)	340	0	(2,391)	5,033
130	34,345	41,804	97,464	173,613	27,898	31,845	96,020	155,560	36,932
131									
132	33,041	41,804	97,464	174,310	29,001	31,845	96,020	156,866	36,932
133									
134									
135	34,345		97,464	131,809	27,898		96,020	123,915	
136		14,998		14,998		14,973		14,973	
137		23,837		23,837		13,214		13,214	
138		1,400		1,400					
139	34,345	40,033	97,464	171,842	27,898	28,167	96,020	152,085	0
140		235		235		235		235	
141		0		0		1,720		1,720	
142		(1,835)							
143		249		249		100		100	
144		1,131		1,131		1,204		1,204	
145		200		200		200		200	
146		1,800		1,800					
147									36,932
148	34,345	41,804	97,464	173,748	27,898	31,845	96,020	155,560	36,932

	09/30/21				09/30/20				08/31/21
	Unrestricted / Operating	Restricted / Designated	Fixed Assets	Total	Unrestricted / Operating	Restricted / Designated	Fixed Assets	Total	
201 Goshen Historical Society									
202 Activities Statement									
203									
204									
205									
206									
207 Operations Budget									
208 Contributions	6,371	2,250		10,621	5,453	2,125	0	7,578	1,100
209 Endowment contributions	0			0	0	0	0	0	0
210 Gifts-in-kind	0			0	0	0	0	0	
211 Grants	1,160	3,000		4,160	1,090	0	0	1,090	275
212 Membership dues	5,927			5,927	4,315	0	0	4,315	
213 Sponsorships	0			0	0	0	0	0	
214 Fundraisers (net)	2,223			2,223	0	0	0	0	
215 Sales (net)	2,430	(1,194)		1,236	242	0	0	242	
216 Interest / Investment Income	29	38		67	22	218	0	237	4,818
217 Miscellaneous Income	0			0	0	0	0	0	
218 Total revenues	20,140	4,094	0	24,234	11,122	2,341	0	13,463	6,193
219									
220 Building expenses	5,939		0	5,939	6,771	0	0	6,771	
221 Advertising, newsletter, etc	1,215	2,312		3,527	1,218	1,400	0	2,618	
222 Office expenses	4,032	0	0	4,032	4,348	0	0	4,348	
223 Telephone and Internet	1,094			1,094	1,085	0	0	1,085	
224 Collections expense	19	1,073		1,092	119	801	0	720	
225 Memberships and conferences	822			822	313	0	0	313	
226 Miscellaneous expense	1			1	0	0	0	0	
227 Endowment set-up		0		0	0	0	0	0	
228 Grants									1,180
229	13,123	3,385	0	16,507	13,652	2,001	0	15,653	1,180
230									
231 Net operating income / (loss)	7,017	710	0	7,726	(2,730)	340	0	(2,391)	5,033

	09/30/21 Actual	Budget YTD	Over / (Under)	Full Budget
301				
302	Gothen Historical Society			
303	Operating Comparison to Budget			
304				
305				
306	8,371	2,250	6,121	3,000
307	1,150		1,150	
308	5,927	7,050	(1,123)	23,500
309	4,853	1,835	3,018	8,250
310	29	0	29	0
311	<u>20,140</u>	<u>10,835</u>	<u>9,295</u>	<u>32,750</u>
312				
313	5,939	10,275	(4,336)	13,700
314	1,215	3,870	(2,655)	5,180
315	4,032	4,831	(899)	6,575
316	1,094	1,123	(31)	1,500
317	19	1,500	(1,481)	2,000
318	822	823	(3)	1,500
319	1	0	1	0
320	0	0	0	0
321	<u>13,123</u>	<u>22,828</u>	<u>(9,403)</u>	<u>30,433</u>
322				
323	<u>7,017</u>	<u>(11,591)</u>	<u>19,608</u>	<u>2,323</u>

328 Reconciliation of Restricted / Designated Funds

	Building Improvements (Designated)	Capital Improvements (Des / Rest)	CFEC (Restricted)	City Grants (Restricted)	DG (Restricted)	Greatest Needs (Des / Rest)	Memorials (Restricted)	Model T (Restricted)	Oral History (Des / Rest)	09/30/21 Total
331	14,977	13,453	505	0		240	1,354	200	1,500	32,229
332			0			800	50	0	1,400	2,250
333			0	3,000						3,000
334	19	19	0							38
335		15,000								15,000
336										0
337		(4,800)			(1,535.00)					(6,135)
338			(508)	(888)						(1,194)
339			0	(2,312)		0				(2,312)
340										0
341						(800)	(24)	0	0	(824)
342						0	(249)	0		(249)
343	<u>14,996</u>	<u>23,672</u>	<u>0</u>	<u>0</u>	<u>(1,535)</u>	<u>240</u>	<u>1,131</u>	<u>200</u>	<u>2,900</u>	<u>41,804</u>
344										
345	Archiving						151			151
346	Harvey	Native American collection					345			345
347	Kummeth	Purpose TBD					835			835
348	Total Memorials						<u>1,131</u>			<u>1,131</u>



**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

December 2, 2021

**To:** Board of Public Works and Safety  
**From:** Brandy L. Henderson  
**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 four (4) Community Service Partnership Agreements for your consideration and approval.

Downtown Goshen, Inc. has requested \$70,000 for two projects, the Facade Incentive Program and First Fridays monthly municipal festivals. Downtown Goshen, Inc. has provided all the required information and the agreement is now being brought before the Board for consideration and approval.

**Suggested Motion: I move that the City of Goshen approve the agreement with Downtown Goshen, Inc. to support the project or projects outlined in its submitted application and provide this organization with the requested funds and authorize Mayor Stutsman to execute accordingly.**

**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, 2022, 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, 2022, 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  
bodiestegelman@goshencity.com

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

Downtown Goshen, Inc  
Attn: Denise Davis, Board Chair  
234 S. Main Street  
Goshen, IN 46526  
ddavis@yaub.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 2022**

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

Applications available: Monday, November 1, 2021.

**Applications due: Monday, November 22, 2021.**

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 2022 will become available sometime after July 1, 2022.

If an award is made, program expenses may be incurred starting January 1, 2022, but no claims will be paid until grant agreements are approved by the Board of Public Works and signed.

Organization: \_\_\_\_\_

Organization Address: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

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

Community Service award requested: \$\_\_\_\_\_

Expected number of individuals to benefit from **this project**: \_\_\_\_\_

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.

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.

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.

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

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 attached sheet.

**Organizational Characteristics**

IRS nonprofit status \_\_\_\_\_

Years in operation \_\_\_\_\_

Number of full-time paid staff \_\_\_\_\_

Number of part-time paid staff \_\_\_\_\_

Number of volunteer staff \_\_\_\_\_

Number of Board members \_\_\_\_\_

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 between 10-20, currently at 14. It is a member organization where members can be individuals or businesses that pay the membership fee. Currently 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 provided are described above.

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)

N/A

Printed Name:

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

Chairperson, Board of Directors (Signature)

Printed Name:

Denise C. Davis

Date: November 22, 2021

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; an incentive tool for business recruitment, increased foot traffic inside stores, a high impact marketing tool for business owners, City, 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.

2021 was an unusual year and 2022 will continue to be challenging although live events are planning to return as permitted. In 2022 DGI/Eyedart are planning to consider health and safety needs and resume in person, socially distanced as possible, events resuming regular monthly events. The Downtown Goshen 2022 Event list includes, Fire and Ice event, Fiction, Fantasy, and Folklore, Hidden Treasures, Spring Into Action Campaign, Celebrate Goshen July event, The Goshen Games (Friday and Saturday in August), VolksFest, Harvest Festival, and Arts Tour, Trick or Treat Main Street partnership, Eat, Drink, Shop Goshen, Summer Kick-Off in June, Small Business Saturday and Hometown Holiday, monthly business meetings via zoom, and social media promotions.

## Façade Incentive Program

Our Façade Incentive Program promotes the maintenance and rehabilitation of Central Business District buildings by providing grants to business and building owners. Since 2005 over 100 projects have been completed. This squarely meets the City's goal of promote the maintenance and rehabilitation of downtown properties, promotes cleanliness and upkeep of the downtown district and preserve and protect downtown's historic resources.

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 \$5,000; Windows (ie: uncovering, painting) –75% up to \$5,000; Awnings –75% up to \$1,500; Signs –75% up to \$1,000. Uploaded Façade rants 12-18-20.

Due in part to the ongoing work of DGI we have maintained the historic character of our downtown, most store fronts are filled and the downtown is a community gathering space for resident, shoppers and visitors.

## Question 6

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. 2020 grants were for 5 projects, 3 of which were Hispanic operated 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. For 2022 the goal is to make the events inclusive of all groups, even if the events are virtual or spread out.



Attachment A  
2020 990

**Downtown Goshen, Inc.  
234 S. Main Street, #4  
Goshen, IN 46526**

**December 31, 2020  
Income Tax Returns**

## INSIGHT ACCOUNTING GROUP

1832 W. Lincoln Ave., Goshen, IN 46526  
Phone:(574)534-4040 Fax: (574)533-7876

3830 Edison Lakes Pkwy., Mishawaka, IN 46545  
Phone:(574)288-4801 Fax:(574)287-4286

[InsightAccountingGroup.com](http://InsightAccountingGroup.com)

September 1, 2021

### CONFIDENTIAL

Downtown Goshen, Inc.  
234 S. Main Street, #4  
Goshen, IN 46526

Dear Denise:

We have prepared the following returns from information provided by you without verification or audit.

Return of Organization Exempt From Income Tax (Form 990)  
Indiana Nonprofit Organization's Annual Report (Form NP-20)

We suggest that you examine these returns carefully to fully acquaint yourself with all items contained therein to ensure that there are no omissions or misstatements. Attached are instructions for signing and filing each return. Please follow those instructions carefully.

Enclosed is any material you furnished for use in preparing the returns. If the returns are examined, requests may be made for supporting documentation. Therefore, we recommend that you retain all pertinent records for at least seven years.

In order that we may properly advise you of tax considerations, please keep us informed of any significant changes in your financial affairs or of any correspondence received from taxing authorities.

If you have any questions, or if we can be of assistance in any way, please call.

Sincerely,

INSIGHT ACCOUNTING GROUP, PC

INSIGHT ACCOUNTING GROUP, PC  
1832 W LINCOLN AVE  
GOSHEN, IN 46526-5918

Downtown Goshen, Inc.  
234 S. Main Street, #4  
Goshen, IN 46526



Form **990****Two Year Comparison Report****2019 & 2020**

For calendar year 2020, or tax year beginning , ending

Name

Taxpayer Identification Number

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

		2019	2020	Differences
<b>Revenue</b>	1. Contributions, gifts, grants	<b>136,170</b>	<b>80,463</b>	<b>-55,707</b>
	2. Membership dues and assessments	<b>26,950</b>	<b>2,700</b>	<b>-24,250</b>
	3. Government contributions and grants	<b>70,000</b>	<b>70,000</b>	
	4. Program service revenue	<b>37,492</b>	<b>14,103</b>	<b>-23,389</b>
	5. Investment income			
	6. Proceeds from tax exempt bonds			
	7. Net gain or (loss) from sale of assets other than inventory			
	8. Net income or (loss) from fundraising events			
	9. Net income or (loss) from gaming			
	10. Net gain or (loss) on sales of inventory			
	11. Other revenue	<b>12,531</b>	<b>4,234</b>	<b>-8,297</b>
	<b>12. Total revenue.</b> Add lines 1 through 11	<b>283,143</b>	<b>171,500</b>	<b>-111,643</b>
<b>Expenses</b>	13. Grants and similar amounts paid		<b>18,330</b>	<b>18,330</b>
	14. Benefits paid to or for members			
	15. Compensation of officers, directors, trustees, etc.			
	16. Salaries, other compensation, and employee benefits			
	17. Professional fundraising fees			
	18. Other professional fees	<b>299,914</b>	<b>184,543</b>	<b>-115,371</b>
	19. Occupancy, rent, utilities, and maintenance	<b>500</b>		<b>-500</b>
	20. Depreciation and Depletion			
	21. Other expenses	<b>29,564</b>	<b>26,281</b>	<b>-3,283</b>
	<b>22. Total expenses.</b> Add lines 13 through 21	<b>329,978</b>	<b>229,154</b>	<b>-100,824</b>
	<b>23. Excess or (Deficit).</b> Subtract line 22 from line 12	<b>-46,835</b>	<b>-57,654</b>	<b>-10,819</b>
<b>Other Information</b>	24. Total exempt revenue	<b>283,143</b>	<b>171,500</b>	<b>-111,643</b>
	25. Total unrelated revenue			
	26. Total excludable revenue	<b>50,023</b>	<b>18,337</b>	<b>-31,686</b>
	27. Total assets	<b>123,336</b>	<b>65,682</b>	<b>-57,654</b>
	28. Total liabilities			
	29. Retained earnings	<b>123,336</b>	<b>65,682</b>	<b>-57,654</b>
	30. Number of voting members of governing body	<b>14</b>	<b>14</b>	
31. Number of independent voting members of governing body	<b>14</b>	<b>14</b>		
32. Number of employees	<b>0</b>	<b>0</b>		
33. Number of volunteers	<b>222</b>	<b>222</b>		

## Filing Instructions

**Downtown Goshen, Inc.**

### Exempt Organization Tax Return

**Taxable Year Ended December 31, 2020**

**Date Due:** November 15, 2021

**Remittance:** None is required. Your Form 990 for the tax year ended 12/31/20 shows no balance due.

**Signature:** You are using a Personal Identification Number (PIN) for signing your return electronically. Form 8879-EO, IRS *e-file* Signature Authorization for an Exempt Organization should be signed and dated by an authorized officer of the organization and returned to:

INSIGHT ACCOUNTING GROUP, PC  
1832 W LINCOLN AVE  
GOSHEN, IN 46526-5918

***Important:*** Your return will not be filed with the IRS until the signed Form 8879-EO has been received by this office.

**Other:** Your return is being filed electronically with the IRS and is not required to be mailed. If you Mail a paper copy of your return to the IRS it will delay the processing of your return.

Form **8879-EO**

### IRS e-file Signature Authorization for an Exempt Organization

OMB No. 1545-0047

Department of the Treasury  
Internal Revenue Service

For calendar year 2020, or fiscal year beginning . . . . ., 2020, and ending . . . . ., 20 . . . . .

▶ **Do not send to the IRS. Keep for your records.**  
▶ **Go to [www.irs.gov/Form8879EO](http://www.irs.gov/Form8879EO) for the latest information.**

# 2020

Name of exempt organization or person subject to tax

**DOWNTOWN GOSHEN, INC.**

Taxpayer identification number

**35-1848884**

Name and title of officer or person subject to tax

**DENISE DAVIS  
PRESIDENT**

#### Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, or 7a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, or 7b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

<b>1a</b> Form 990 check here ▶ <input checked="" type="checkbox"/>	<b>b</b> Total revenue, if any (Form 990, Part VIII, column (A), line 12)	<b>1b</b>	<b>171,500</b>
<b>2a</b> Form 990-EZ check here ▶ <input type="checkbox"/>	<b>b</b> Total revenue, if any (Form 990-EZ, line 9)	<b>2b</b>	
<b>3a</b> Form 1120-POL check here ▶ <input type="checkbox"/>	<b>b</b> Total tax (Form 1120-POL, line 22)	<b>3b</b>	
<b>4a</b> Form 990-PF check here ▶ <input type="checkbox"/>	<b>b</b> Tax based on investment income (Form 990-PF, Part VI, line 5)	<b>4b</b>	
<b>5a</b> Form 8868 check here ▶ <input type="checkbox"/>	<b>b</b> Balance due (Form 8868, line 3c)	<b>5b</b>	
<b>6a</b> Form 990-T check here ▶ <input type="checkbox"/>	<b>b</b> Total tax (Form 990-T, Part III, line 4)	<b>6b</b>	
<b>7a</b> Form 4720 check here ▶ <input type="checkbox"/>	<b>b</b> Total tax (Form 4720, Part III, line 1)	<b>7b</b>	

#### Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that  I am an officer of the above organization or  I am a person subject to tax with respect to (name of organization) \_\_\_\_\_, (EIN) \_\_\_\_\_ and that I have examined a copy of the 2020 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

#### PIN: check one box only

I authorize **INSIGHT ACCOUNTING GROUP, PC** to enter my PIN **06187** as my signature  
ERO firm name Enter five numbers, but do not enter all zeros

on the tax year 2020 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer or person subject to tax with respect to the organization, I will enter my PIN as my signature on the tax year 2020 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax ▶

Date ▶ **09/01/21**

#### Part III Certification and Authentication

**ERO's EFIN/PIN.** Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

**3515588880**

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2020 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ **MARTHA ELLIOTT**

Date ▶ **09/01/21**

**ERO Must Retain This Form — See Instructions**

**Do Not Submit This Form to the IRS Unless Requested To Do So**

For Paperwork Reduction Act Notice, see back of form.

Form **8879-EO** (2020)

Form **990**  
Department of the Treasury  
Internal Revenue Service**Return of Organization Exempt From Income Tax**  
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

**2020**  
**Open to Public Inspection**▶ 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.**A For the 2020 calendar year, or tax year beginning**, and ending

<b>B</b> Check if applicable: Address change Name change Initial return Final return/terminated Amended return Application pending	<b>C</b> Name of organization <b>DOWNTOWN GOSHEN, INC.</b>		<b>D</b> Employer identification number <b>35-1848884</b>		
	Doing business as		<b>E</b> Telephone number <b>574-312-9922</b>		
	Number and street (or P.O. box if mail is not delivered to street address) <b>234 S. MAIN STREET, #4</b>		Room/suite		
	City or town, state or province, country, and ZIP or foreign postal code <b>GOSHEN IN 46526</b>		<b>G</b> Gross receipts\$ <b>171,500</b>		
	<b>F</b> Name and address of principal officer: <b>DENISE DAVIS 130 N MAIN STREET GOSHEN IN 46526</b>		<b>H(a)</b> Is this a group return for subordinates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <b>H(b)</b> Are all subordinates included? Yes <input type="checkbox"/> No <input type="checkbox"/> If "No," attach a list. See instructions		
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) 501(c) ( ) (insert no.) 4947(a)(1) or 527		<b>H(c)</b> Group exemption number ▶			
<b>J</b> Website: ▶ <b>WWW.CITYONTHEGO.ORG</b>			<b>L</b> Year of formation: <b>1992</b>		
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶			<b>M</b> State of legal domicile: <b>IN</b>		

**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>14</b>		
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	<b>14</b>		
	<b>5</b> Total number of individuals employed in calendar year 2020 (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>233,120</b>	<b>153,163</b>		
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<b>37,492</b>	<b>14,103</b>		
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<b>12,531</b>	<b>4,234</b>		
	<b>12</b> Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>283,143</b>	<b>171,500</b>		
<b>Expenses</b>	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1–3)		<b>18,330</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>329,978</b>	<b>210,824</b>		
<b>18</b> Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	<b>329,978</b>	<b>229,154</b>			
<b>19</b> Revenue less expenses. Subtract line 18 from line 12	<b>-46,835</b>	<b>-57,654</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>123,336</b>	<b>65,682</b>		
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	<b>0</b>	<b>0</b>		
		<b>123,336</b>	<b>65,682</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.

<b>Sign Here</b>	Signature of officer		Date	
	<b>DENISE DAVIS</b> Type or print name and title		<b>PRESIDENT</b>	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check if PTIN
	<b>MARTHA ELLIOTT</b>	<b>MARTHA ELLIOTT</b>	<b>09/01/21</b>	self-employed <b>P00234702</b>
	Firm's name ▶ <b>INSIGHT ACCOUNTING GROUP, PC</b>	Firm's EIN ▶ <b>20-3708395</b>		
	Firm's address ▶ <b>1832 W LINCOLN AVE GOSHEN, IN 46526-5918</b>	Phone no. <b>574-534-4040</b>		

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** (2020)



**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 \$ **29,380** including grants of \$ **18,330** ) (Revenue \$ )  
**REHAB AND RENOVATE STORE FRONTS**

**4b** (Code: ) (Expenses \$ **182,664** including grants of \$ ) (Revenue \$ **18,337** )  
**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 \$ including grants of \$ ) (Revenue \$ )  
**N/A**

**4d** Other program services (Describe on Schedule O.)  
(Expenses \$ including grants of \$ ) (Revenue \$ )

**4e** Total program service expenses **212,044**

**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)? <i>If "Yes," complete Schedule A</i>	<b>X</b>	
2	Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (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? <i>If "Yes," complete Schedule C, Part I</i>		<b>X</b>
4	<b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		<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 Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		<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? <i>If "Yes," complete Schedule D, Part I</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? <i>If "Yes," complete Schedule D, Part II</i>		<b>X</b>
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		<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? <i>If "Yes," complete Schedule D, Part IV</i>		<b>X</b>
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>		<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? <i>If "Yes," complete Schedule D, Part VI</i>		<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? <i>If "Yes," complete Schedule D, Part VII</i>		<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? <i>If "Yes," complete Schedule D, Part VIII</i>		<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? <i>If "Yes," complete Schedule D, Part IX</i>		<b>X</b>
e	Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>		<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)? <i>If "Yes," complete Schedule D, Part X</i>		<b>X</b>
12a	Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		<b>X</b>
b	Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		<b>X</b>
13	Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		<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? <i>If "Yes," complete Schedule F, Parts I and IV</i>		<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? <i>If "Yes," complete Schedule F, Parts II and IV</i>		<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? <i>If "Yes," complete Schedule F, Parts III and IV</i>		<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? <i>If "Yes," complete Schedule G, Part I</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? <i>If "Yes," complete Schedule G, Part II</i>		<b>X</b>
19	Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		<b>X</b>
20a	Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		<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? <i>If "Yes," complete Schedule I, Parts I and II</i>		<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? <i>If "Yes," complete Schedule I, Parts I and III</i>		<b>X</b>
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? <i>If "Yes," complete Schedule J</i>		<b>X</b>
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? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		<b>X</b>
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? <i>If "Yes," complete Schedule L, Part I</i>		<b>X</b>
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? <i>If "Yes," complete Schedule L, Part I</i>		<b>X</b>
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? <i>If "Yes," complete Schedule L, Part II</i>		<b>X</b>
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? <i>If "Yes," complete Schedule L, Part III</i>		<b>X</b>
28	Was the organization a party to a business transaction with one of the following parties (see 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? <i>If "Yes," complete Schedule L, Part IV</i>		<b>X</b>
b	A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>		<b>X</b>
c	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>		<b>X</b>
29	Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		<b>X</b>
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		<b>X</b>
31	Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		<b>X</b>
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		<b>X</b>
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? <i>If "Yes," complete Schedule R, Part I</i>		<b>X</b>
34	Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		<b>X</b>
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		<b>X</b>
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)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
36	<b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		<b>X</b>
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? <i>If "Yes," complete Schedule R, Part VI</i>		<b>X</b>
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note:</b> All Form 990 filers are required to complete Schedule O.	<b>X</b>	

**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 in 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?		
		<b>1a</b>	<b>2</b>
		<b>1b</b>	<b>0</b>
		<b>1c</b>	

**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>	<b>0</b>		
<b>b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <b>Note:</b> 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>			<b>X</b>
<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>			<b>X</b>
<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>			<b>X</b>
<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>			<b>X</b>
<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>			<b>X</b>
<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>			<b>X</b>
<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>			<b>X</b>
<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>			<b>X</b>
<b>f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	<b>7f</b>			<b>X</b>
<b>g</b>	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	<b>7g</b>			<b>X</b>
<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>			<b>X</b>
<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? <b>Note:</b> 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>			<b>X</b>
<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>			<b>X</b>
<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>			<b>X</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 **X**

**Section A. Governing Body and Management**

		Yes	No
<b>1a</b>	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.	<b>14</b>	
<b>b</b>	Enter the number of voting members included on line 1a, above, who are independent	<b>14</b>	
<b>2</b>	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?		<b>X</b>
<b>3</b>	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?		<b>X</b>
<b>4</b>	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		<b>X</b>
<b>5</b>	Did the organization become aware during the year of a significant diversion of the organization's assets?		<b>X</b>
<b>6</b>	Did the organization have members or stockholders?	<b>X</b>	
<b>7a</b>	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?	<b>X</b>	
<b>b</b>	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		<b>X</b>
<b>8</b>	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
<b>a</b>	The governing body?	<b>X</b>	
<b>b</b>	Each committee with authority to act on behalf of the governing body?	<b>X</b>	
<b>9</b>	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		<b>X</b>

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

		Yes	No
<b>10a</b>	Did the organization have local chapters, branches, or affiliates?		<b>X</b>
<b>b</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?		
<b>11a</b>	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	<b>X</b>	
<b>b</b>	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
<b>12a</b>	Did the organization have a written conflict of interest policy? If "No," go to line 13	<b>X</b>	
<b>b</b>	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	<b>X</b>	
<b>c</b>	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	<b>X</b>	
<b>13</b>	Did the organization have a written whistleblower policy?		<b>X</b>
<b>14</b>	Did the organization have a written document retention and destruction policy?		<b>X</b>
<b>15</b>	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?		
<b>a</b>	The organization's CEO, Executive Director, or top management official		<b>X</b>
<b>b</b>	Other officers or key employees of the organization If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		<b>X</b>
<b>16a</b>	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		<b>X</b>
<b>b</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?		

**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 **X** 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 and/or Box 7 of Form 1099-MISC) 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 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 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)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(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) <b>JUSTIN BELL</b>	0.00									
<b>DIRECTOR</b>	0.00	<b>X</b>					0	0	0	
(2) <b>MYRON BONTRAGER</b>	0.00									
<b>DIRECTOR</b>	0.00	<b>X</b>					0	0	0	
(3) <b>DENISE DAVIS</b>	0.00									
<b>PRESIDENT</b>	0.00	<b>X</b>		<b>X</b>			0	0	0	
(4) <b>JULIA GAUTSCHE</b>	0.00									
<b>DIRECTOR</b>	0.00	<b>X</b>					0	0	0	
(5) <b>JON HUNSBERGER</b>	0.00									
<b>DIRECTOR</b>	0.00	<b>X</b>					0	0	0	
(6) <b>NICK KIEFFER</b>	0.00									
<b>DIRECTOR</b>	0.00	<b>X</b>					0	0	0	
(7) <b>JULIA KING</b>	0.00									
<b>DIRECTOR</b>	0.00	<b>X</b>					0	0	0	
(8) <b>MAGGIE OKPONOB</b>	0.00									
<b>VP</b>	0.00	<b>X</b>		<b>X</b>			0	0	0	
(9) <b>AMY PHELPS</b>	0.00									
<b>TREASURER</b>	0.00	<b>X</b>		<b>X</b>			0	0	0	
(10) <b>JESSE SENSENIG</b>	0.00									
<b>DIRECTOR</b>	0.00	<b>X</b>					0	0	0	
(11) <b>TARA SPARKS</b>	0.00									
<b>SECRETARY</b>	0.00	<b>X</b>		<b>X</b>			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 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)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(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) <b>JEREMY STUTSMAN</b>	0.00									
DIRECTOR	0.00	X					0	0	0	
(13) <b>ANNE THIEL</b>	0.00									
DIRECTOR	0.00	X					0	0	0	
(14) <b>CASEY YERGER</b>	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 <b>former</b> 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>	<b>1a</b> Federated campaigns	<b>1a</b>					
	<b>b</b> Membership dues	<b>1b</b>	2,700				
	<b>c</b> Fundraising events	<b>1c</b>					
	<b>d</b> Related organizations	<b>1d</b>					
	<b>e</b> Government grants (contributions)	<b>1e</b>	70,000				
	<b>f</b> All other contributions, gifts, grants, and similar amounts not included above	<b>1f</b>	80,463				
	<b>g</b> Noncash contributions included in lines 1a-1f	<b>1g</b>	\$				
	<b>h Total.</b> Add lines 1a-1f			153,163			
<b>Program Service Revenue</b>	<b>2a</b> PARTICIPANT FEES	Business Code	713990	7,118	7,118		
	<b>b</b> ADMINISTRATION FEES		713990	4,377	4,377		
	<b>c</b> MERCHANT/QUICKBOOKS FEES		713990	2,608	2,608		
	<b>d</b>						
	<b>e</b>						
	<b>f</b> All other program service revenue						
	<b>g Total.</b> Add lines 2a-2f			14,103			
<b>Other Revenue</b>	<b>3</b> Investment income (including dividends, interest, and other similar amounts)						
	<b>4</b> Income from investment of tax-exempt bond proceeds						
	<b>5</b> Royalties						
	<b>6a</b> Gross rents	(i) Real					
		(ii) Personal					
		<b>6a</b>					
	<b>b</b> Less: rental expenses	<b>6b</b>					
	<b>c</b> Rental inc. or (loss)	<b>6c</b>					
	<b>d</b> Net rental income or (loss)						
	<b>7a</b> Gross amount from sales of assets other than inventory	(i) Securities					
		(ii) Other					
		<b>7a</b>					
	<b>b</b> Less: cost or other basis and sales exps.	<b>7b</b>					
	<b>c</b> Gain or (loss)	<b>7c</b>					
<b>d</b> Net gain or (loss)							
<b>8a</b> Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	<b>8a</b>						
	<b>b</b> Less: direct expenses	<b>8b</b>					
<b>c</b> Net income or (loss) from fundraising events							
<b>9a</b> Gross income from gaming activities. See Part IV, line 19	<b>9a</b>						
	<b>b</b> Less: direct expenses	<b>9b</b>					
<b>c</b> Net income or (loss) from gaming activities							
<b>10a</b> Gross sales of inventory, less returns and allowances	<b>10a</b>						
	<b>b</b> Less: cost of goods sold	<b>10b</b>					
<b>c</b> Net income or (loss) from sales of inventory							
<b>Miscellaneous Revenue</b>	<b>11a</b> MISCELLANEOUS INCOME	Business Code	4,234	4,234			
	<b>b</b>						
	<b>c</b>						
	<b>d</b> All other revenue						
	<b>e Total.</b> Add lines 11a-11d			4,234			
<b>12 Total revenue.</b> See instructions			171,500	18,337	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

<b>Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.</b>	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
<b>1</b> Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21	<b>18,330</b>	<b>18,330</b>		
<b>2</b> Grants and other assistance to domestic individuals. See Part IV, line 22				
<b>3</b> Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
<b>4</b> Benefits paid to or for members				
<b>5</b> Compensation of current officers, directors, trustees, and key employees				
<b>6</b> Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
<b>7</b> Other salaries and wages				
<b>8</b> Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
<b>9</b> Other employee benefits				
<b>10</b> Payroll taxes				
<b>11</b> Fees for services (nonemployees):				
<b>a</b> Management	<b>176,368</b>	<b>176,368</b>		
<b>b</b> Legal				
<b>c</b> Accounting	<b>8,175</b>		<b>8,175</b>	
<b>d</b> Lobbying				
<b>e</b> Professional fundraising services. See Part IV, line 17				
<b>f</b> Investment management fees				
<b>g</b> Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
<b>12</b> Advertising and promotion				
<b>13</b> Office expenses				
<b>14</b> Information technology				
<b>15</b> Royalties				
<b>16</b> Occupancy				
<b>17</b> Travel				
<b>18</b> Payments of travel or entertainment expenses for any federal, state, or local public officials				
<b>19</b> Conferences, conventions, and meetings				
<b>20</b> Interest				
<b>21</b> Payments to affiliates				
<b>22</b> Depreciation, depletion, and amortization				
<b>23</b> Insurance	<b>743</b>	<b>743</b>		
<b>24</b> 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.)				
<b>a</b> <b>FACADE PROGRAM: PROGRAM CO</b>	<b>11,050</b>	<b>11,050</b>		
<b>b</b> <b>OTHER EXPENSES</b>	<b>5,553</b>	<b>5,553</b>		
<b>c</b> <b>DGI ADMINISTRATION FEES</b>	<b>4,377</b>		<b>4,377</b>	
<b>d</b> <b>OTHER: TASK FORCE MEETINGS</b>	<b>3,147</b>		<b>3,147</b>	
<b>e</b> All other expenses	<b>1,411</b>		<b>1,411</b>	
<b>25</b> Total functional expenses. Add lines 1 through 24e	<b>229,154</b>	<b>212,044</b>	<b>17,110</b>	<b>0</b>
<b>26</b> 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>123,336</b>	<b>1</b>	<b>65,682</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 Total assets.</b> Add lines 1 through 15 (must equal line 33)		<b>123,336</b>	<b>16</b>	<b>65,682</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 Total liabilities.</b> 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>123,336</b>	<b>27</b>	<b>65,682</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 Total net assets or fund balances</b>	<b>123,336</b>	<b>32</b>	<b>65,682</b>
<b>33 Total liabilities and net assets/fund balances</b>	<b>123,336</b>	<b>33</b>	<b>65,682</b>	

**Part XI Reconciliation of Net Assets**

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

<b>1</b>	Total revenue (must equal Part VIII, column (A), line 12)	<b>1</b>	<b>171,500</b>
<b>2</b>	Total expenses (must equal Part IX, column (A), line 25)	<b>2</b>	<b>229,154</b>
<b>3</b>	Revenue less expenses. Subtract line 2 from line 1	<b>3</b>	<b>-57,654</b>
<b>4</b>	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	<b>4</b>	<b>123,336</b>
<b>5</b>	Net unrealized gains (losses) on investments	<b>5</b>	
<b>6</b>	Donated services and use of facilities	<b>6</b>	
<b>7</b>	Investment expenses	<b>7</b>	
<b>8</b>	Prior period adjustments	<b>8</b>	
<b>9</b>	Other changes in net assets or fund balances (explain on Schedule O)	<b>9</b>	
<b>10</b>	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	<b>10</b>	<b>65,682</b>

**Part XII Financial Statements and Reporting**

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

		Yes	No
<b>1</b>	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 in Schedule O.		
<b>2a</b>	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: Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis <input type="checkbox"/>		<input checked="" type="checkbox"/>
<b>2b</b>	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: Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis <input type="checkbox"/>		<input checked="" type="checkbox"/>
<b>2c</b>	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.		
<b>3a</b>	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?		<input checked="" type="checkbox"/>
<b>3b</b>	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 or 990-EZ)**

**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.

**2020**

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 <b>DOWNTOWN GOSHEN, INC.</b>	Employer identification number <b>35-1848884</b>
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**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 or 990-EZ).)
- 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 X** 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 in 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>						

**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) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	189,703	194,911	236,361	233,120	153,163	1,007,258
<b>2</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
<b>3</b> The value of services or facilities furnished by a governmental unit to the organization without charge						
<b>4 Total.</b> Add lines 1 through 3	189,703	194,911	236,361	233,120	153,163	1,007,258
<b>5</b> 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)						
<b>6 Public support.</b> Subtract line 5 from line 4.						1,007,258

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
<b>7</b> Amounts from line 4	189,703	194,911	236,361	233,120	153,163	1,007,258
<b>8</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
<b>9</b> Net income from unrelated business activities, whether or not the business is regularly carried on						
<b>10</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
<b>11 Total support.</b> Add lines 7 through 10						1,007,258
<b>12</b> Gross receipts from related activities, etc. (see instructions)					12	176,845

**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** ▶

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

<b>14</b> Public support percentage for 2020 (line 6, column (f) divided by line 11, column (f))	<b>14</b>	100.00 %
<b>15</b> Public support percentage from 2019 Schedule A, Part II, line 14	<b>15</b>	99.85 %
<b>16a 33 1/3% support test—2020.</b> If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and <b>stop here</b> . The organization qualifies as a publicly supported organization		▶ <b>X</b>
<b>b 33 1/3% support test—2019.</b> 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 <b>stop here</b> . The organization qualifies as a publicly supported organization		▶
<b>17a 10%-facts-and-circumstances test—2020.</b> 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 <b>stop here</b> . Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization		▶
<b>b 10%-facts-and-circumstances test—2019.</b> 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 <b>stop here</b> . Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization		▶
<b>18 Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		▶

**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) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(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 Total.</b> 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 Public support.</b> (Subtract line 7c from line 6.)						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(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 in 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 Total support.</b> (Add lines 9, 10c, 11, and 12.)						
<b>14 First 5 years.</b> 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 <b>stop here</b> ▶						

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

<b>15</b> Public support percentage for 2020 (line 8, column (f), divided by line 13, column (f))	<b>15</b>	%
<b>16</b> Public support percentage from 2019 Schedule A, Part III, line 15	<b>16</b>	%

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

<b>17</b> Investment income percentage for 2020 (line 10c, column (f), divided by line 13, column (f))	<b>17</b>	%
<b>18</b> Investment income percentage from 2019 Schedule A, Part III, line 17	<b>18</b>	%

- 19a 33 1/3% support tests—2020.** 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—2019.** 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 12a or 12b in Part I, answer (b) and (c) 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 or 990-EZ).</i>		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</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 in 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 in 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? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

**Part IV Supporting Organizations** (continued)

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

**Section B. Type I Supporting Organizations**

		Yes	No
1	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? If "No," describe in <b>Part VI</b> 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.	1	
2	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? If "Yes," explain in <b>Part VI</b> how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.	2	

**Section C. Type II Supporting Organizations**

		Yes	No
1	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)? If "No," describe in <b>Part VI</b> how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).	1	

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

		Yes	No
1	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?	1	
2	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? If "No," explain in <b>Part VI</b> how the organization maintained a close and continuous working relationship with the supported organization(s).	2	
3	By reason of the relationship described in 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? If "Yes," describe in <b>Part VI</b> the role the organization's supported organizations played in this regard.	3	

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

1	Check the box next to the method that the organization used to satisfy the Integral Part Test during the year ( <b>see instructions</b> ).		
a	The organization satisfied the Activities Test. Complete <b>line 2</b> below.		
b	The organization is the parent of each of its supported organizations. Complete <b>line 3</b> below.		
c	The organization supported a governmental entity. Describe in <b>Part VI</b> how you supported a governmental entity ( <b>see instructions</b> ).		
2	Activities Test. <b>Answer lines 2a and 2b below.</b>		
a	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? If "Yes," then in <b>Part VI identify those supported organizations and explain</b> 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.	2a	
b	Did the activities described in 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? If "Yes," explain in <b>Part VI</b> the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.	2b	
3	Parent of Supported Organizations. <b>Answer lines 3a and 3b below.</b>		
a	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? If "Yes" or "No," provide details in <b>Part VI</b> .	3a	
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in <b>Part VI</b> the role played by the organization in this regard.	3b	



**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.

<b>Section A – Adjusted Net Income</b>		(A) Prior Year	(B) Current Year (optional)
<b>1</b> Net short-term capital gain	<b>1</b>		
<b>2</b> Recoveries of prior-year distributions	<b>2</b>		
<b>3</b> Other gross income (see instructions)	<b>3</b>		
<b>4</b> Add lines 1 through 3.	<b>4</b>		
<b>5</b> Depreciation and depletion	<b>5</b>		
<b>6</b> 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)	<b>6</b>		
<b>7</b> Other expenses (see instructions)	<b>7</b>		
<b>8 Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	<b>8</b>		
<b>Section B – Minimum Asset Amount</b>		(A) Prior Year	(B) Current Year (optional)
<b>1</b> Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
<b>a</b> Average monthly value of securities	<b>1a</b>		
<b>b</b> Average monthly cash balances	<b>1b</b>		
<b>c</b> Fair market value of other non-exempt-use assets	<b>1c</b>		
<b>d Total</b> (add lines 1a, 1b, and 1c)	<b>1d</b>		
<b>e Discount</b> claimed for blockage or other factors ( <i>explain in detail in Part VI</i> ):			
<b>2</b> Acquisition indebtedness applicable to non-exempt-use assets	<b>2</b>		
<b>3</b> Subtract line 2 from line 1d.	<b>3</b>		
<b>4</b> Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	<b>4</b>		
<b>5</b> Net value of non-exempt-use assets (subtract line 4 from line 3)	<b>5</b>		
<b>6</b> Multiply line 5 by 0.035.	<b>6</b>		
<b>7</b> Recoveries of prior-year distributions	<b>7</b>		
<b>8 Minimum Asset Amount</b> (add line 7 to line 6)	<b>8</b>		
<b>Section C – Distributable Amount</b>			Current Year
<b>1</b> Adjusted net income for prior year (from Section A, line 8, column A)	<b>1</b>		
<b>2</b> Enter 0.85 of line 1.	<b>2</b>		
<b>3</b> Minimum asset amount for prior year (from Section B, line 8, column A)	<b>3</b>		
<b>4</b> Enter greater of line 2 or line 3.	<b>4</b>		
<b>5</b> Income tax imposed in prior year	<b>5</b>		
<b>6 Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	<b>6</b>		
<b>7</b> 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
<b>1</b> Amounts paid to supported organizations to accomplish exempt purposes	
<b>2</b> Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
<b>3</b> Administrative expenses paid to accomplish exempt purposes of supported organizations	
<b>4</b> Amounts paid to acquire exempt-use assets	
<b>5</b> Qualified set-aside amounts (prior IRS approval required—provide details in <b>Part VI</b> )	
<b>6</b> Other distributions (describe in <b>Part VI</b> ). See instructions.	
<b>7 Total annual distributions.</b> Add lines 1 through 6.	
<b>8</b> Distributions to attentive supported organizations to which the organization is responsive (provide details in <b>Part VI</b> ). See instructions.	
<b>9</b> Distributable amount for 2020 from Section C, line 6	
<b>10</b> Line 8 amount divided by line 9 amount	

Section E – Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2020	(iii) Distributable Amount for 2020
<b>1</b> Distributable amount for 2020 from Section C, line 6			
<b>2</b> Underdistributions, if any, for years prior to 2020 (reasonable cause required—explain in <b>Part VI</b> ). See instructions.			
<b>3</b> Excess distributions carryover, if any, to 2020			
<b>a</b> From 2015 .....			
<b>b</b> From 2016 .....			
<b>c</b> From 2017 .....			
<b>d</b> From 2018 .....			
<b>e</b> From 2019 .....			
<b>f Total</b> of lines 3a through 3e			
<b>g</b> Applied to underdistributions of prior years			
<b>h</b> Applied to 2020 distributable amount			
<b>i</b> Carryover from 2015 not applied (see instructions)			
<b>j</b> Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
<b>4</b> Distributions for 2020 from Section D, line 7: \$			
<b>a</b> Applied to underdistributions of prior years			
<b>b</b> Applied to 2020 distributable amount			
<b>c</b> Remainder. Subtract lines 4a and 4b from line 4.			
<b>5</b> Remaining underdistributions for years prior to 2020, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in <b>Part VI</b> . See instructions.			
<b>6</b> Remaining underdistributions for 2020 Subtract lines 3h and 4b from line 1. For result greater than zero, explain in <b>Part VI</b> . See instructions.			
<b>7 Excess distributions carryover to 2021.</b> Add lines 3j and 4c.			
<b>8</b> Breakdown of line 7:			
<b>a</b> Excess from 2016 .....			
<b>b</b> Excess from 2017 .....			
<b>c</b> Excess from 2018 .....			
<b>d</b> Excess from 2019 .....			
<b>e</b> Excess from 2020 .....			



**Schedule B**  
**(Form 990, 990-EZ,**  
**or 990-PF)**  
Department of the Treasury  
Internal Revenue Service

**Schedule of Contributors**

OMB No. 1545-0047

**2020**

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

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<sup>1</sup>/<sub>3</sub>% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), 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, 990-EZ, or 990-PF), 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, 990-EZ, or 990-PF).

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

Schedule B (Form 990, 990-EZ, or 990-PF) (2020)

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	<b>CITY OF GOSHEN</b> <b>203 S. 5TH STREET</b>  <b>GOSHEN IN 46526</b>	\$ <b>70,100</b>	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	<b>COMMUNITY FOUNDATION OF ELKHART CO</b> <b>300 NIBCO PKWY #301</b>  <b>ELKHART IN 46516</b>	\$ <b>19,500</b>	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	<b>GOSHEN HEALTH</b> <b>200 HIGH PARK AVE</b>  <b>GOSHEN IN 46526</b>	\$ <b>15,000</b>	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	<b>INDIANA ARTS COMMISSION</b> <b>100 N SENATE AVE N505</b>  <b>INDIANAPOLIS IN 46204</b>	\$ <b>19,480</b>	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.)

**SCHEDULE O**  
**(Form 990 or 990-EZ)**

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 990-EZ.

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

OMB No. 1545-0047

**2020**

**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.**

Form <b>990</b>	<b>Tax Return History</b>	<b>2020</b>
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Name <b>DOWNTOWN GOSHEN, INC.</b>	Employer Identification Number <b>35-1848884</b>
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	2016	2017	2018	2019	2020	2021
Contributions, gifts, grants	175,660	166,697	207,784	206,170	150,463	
Membership dues	14,043	28,214	28,577	26,950	2,700	
Program service revenue	32,568	31,951	38,824	37,492	14,103	
Capital gain or loss						
Investment income						
Fundraising revenue (income/loss)						
Gaming revenue (income/loss)						
Other revenue	215	1,056	3,871	12,531	4,234	
<b>Total revenue</b>	<b>222,486</b>	<b>227,918</b>	<b>279,056</b>	<b>283,143</b>	<b>171,500</b>	
Grants and similar amounts paid					18,330	
Benefits paid to or for members						
Compensation of officers, etc.						
Other compensation						
Professional fees	21,982	21,716	22,480	299,914	184,543	
Occupancy costs	1,200	1,200	1,200	500		
Depreciation and depletion						
Other expenses	151,996	180,265	191,928	29,564	26,281	
<b>Total expenses</b>	<b>175,178</b>	<b>203,181</b>	<b>215,608</b>	<b>329,978</b>	<b>229,154</b>	
<b>Excess or (Deficit)</b>	<b>47,308</b>	<b>24,737</b>	<b>63,448</b>	<b>-46,835</b>	<b>-57,654</b>	
<b>Total exempt revenue</b>	<b>222,486</b>	<b>227,918</b>	<b>279,056</b>	<b>283,143</b>	<b>171,500</b>	
Total unrelated revenue						
Total excludable revenue	32,783	33,007	42,695	50,023	18,337	
Total Assets	81,986	106,723	170,171	123,336	65,682	
Total Liabilities						
Net Fund Balances	81,986	106,723	170,171	123,336	65,682	

# Federal Statements

## Form 990, Part IX, Line 24e - All Other Expenses

<u>Description</u>	<u>Total Expenses</u>	<u>Program Service</u>	<u>Management &amp; General</u>	<u>Fund Raising</u>
OTHER:MISCELLANEOUS EXPEN	\$ 1,411	\$	\$ 1,411	\$
TOTAL	\$ 1,411	\$ 0	\$ 1,411	\$ 0



## Federal Statements

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

<u>Description</u>	<u>Amount</u>
DGI MEMBERSHIPS	\$ 2,700
GOVERNMENT GRANT	70,000
OTHER EVENTS	
RIVERBEND FILM FESTIVAL SPONSORS	
FIRST FRIDAY SPONSORS	43,983
FACADE GRANT AND SPONSORS	2,500
GRANTS	<u>33,980</u>
TOTAL	\$ <u><u>153,163</u></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	\$ 15,500	\$
ALUMINUM TRAILER COMPANY	5,000	
CHAMBER OF COMMERCE GOSHEN, INC.	5,500	
GENESIS PRODUCTS	20,000	
1ST SOURCE BANK	12,000	
INDIANA ARTS COMMISSION	19,480	
TOTAL	<u>\$ 77,480</u>	<u>\$ 0</u>

**Federal Statements****Schedule A, Part II, Line 12 - Current year**

<u>Description</u>	<u>Amount</u>
PARTICIPANT FEES	\$ 7,118
ADMINISTRATION FEES	4,377
MERCHANT/QUICKBOOKS FEES	2,608
MISCELLANEOUS INCOME	4,234
TOTAL	\$ <u>18,337</u>

## **Filing Instructions**

**Downtown Goshen, Inc.**

**Indiana Nonprofit Organization's Annual Report**

**Taxable Year Ended December 31, 2020**

**Date Due:** AS SOON AS POSSIBLE

**Remittance:** None is required.

**Mail To:** Indiana Department of Revenue  
Tax Administration  
P.O. Box 6481  
Indianapolis, IN 46206-6481

**Signature:** The return should be signed and dated by an officer representing the organization.

**NP-20**

State Form 51062  
(R11 / 8-20)

Indiana Department of Revenue  
**Indiana Nonprofit Organization's Annual Report  
For the Calendar Year or Fiscal Year**

Beginning    and Ending

Place "X" in box if: Change of Address  Amended Report  Final Report:  Indicate Date Closed \_\_\_\_\_

Due on the 15th day of the 5th month following the end of the tax year.

NO FEE REQUIRED.

Name of Organization

**DOWNTOWN GOSHEN, INC.**

Telephone Number

**574 312 9922**

Address

**234 S. MAIN STREET, #4**

County

**ELKHART**

Indiana Taxpayer Identification Number

City

**GOSHEN**

State

**IN**

ZIP Code

**46526**

Federal Employer Identification Number

**35 1848884**

Printed Name of Person to Contact

**AMY PHELPS**

Contact's Telephone Number

**574 312 9922**

If you are filing a federal return, attach a completed copy of Form 990, 990EZ, or 990PF.

**Note:** If your organization has unrelated business income of more than \$1,000 as defined under **Section 513** of the Internal Revenue Code, **you must also file Form IT-20NP.**

**Current Information**

1. Indicate number of years your organization has been in continuous existence 29
2. Have any changes not previously reported to the Department been made in your governing instruments, (e.g.) articles of incorporation, bylaws, or other instruments of importance? If yes, attach a detailed description of changes.
3. Attach a schedule, listing the names, titles and addresses of your current officers **SEE STATEMENT 1**
4. Briefly describe the purpose or mission of your organization below.

**IMPROVE THE DOWNTOWN OF GOSHEN, IN.**

Email Address:

*I declare under the penalties of perjury that I have examined this return, including all attachments, and to the best of my knowledge and belief, it is true, complete, and correct.*

Signature of Officer or Trustee

**DENISE DAVIS**

**PRESIDENT**

Title

**574 312 9922**

Daytime Telephone Number

Date

Name of Person(s) to Contact



**Return of Organization Exempt From Income Tax**  
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

**2020**  
**Open to Public Inspection**

▶ 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.

**A For the 2020 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  
**D** Employer identification number

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

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** **574-312-9922**

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

**G** Gross receipts\$ **171,500**

**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** **H(c)** Group exemption number ▶

**K** Form of organization:  Corporation  Trust  Association  Other ▶ **L** Year of formation: **1992** **M** State of legal domicile: **IN**

**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>14</b>
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	<b>14</b>
	<b>5</b> Total number of individuals employed in calendar year 2020 (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>233,120</b>	<b>153,163</b>
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<b>37,492</b>	<b>14,103</b>
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<b>12,531</b>	<b>4,234</b>
	<b>12</b> Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>283,143</b>	<b>171,500</b>
<b>Expenses</b>	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1–3)		<b>18,330</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>329,978</b>	<b>210,824</b>
<b>18</b> Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	<b>329,978</b>	<b>229,154</b>	
<b>19</b> Revenue less expenses. Subtract line 18 from line 12	<b>-46,835</b>	<b>-57,654</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>123,336</b>	<b>65,682</b>
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	<b>0</b>	<b>0</b>
		<b>123,336</b>	<b>65,682</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: **DENISE DAVIS** Date: **PRESIDENT**

Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name: **MARTHA ELLIOTT** Preparer's signature: **MARTHA ELLIOTT** Date: **09/01/21** 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

**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 \$ **29,380** including grants of \$ **18,330** ) (Revenue \$ )  
**REHAB AND RENOVATE STORE FRONTS**

**4b** (Code: ) (Expenses \$ **182,664** including grants of \$ ) (Revenue \$ **18,337** )  
**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 \$ including grants of \$ ) (Revenue \$ )  
**N/A**

**4d** Other program services (Describe on Schedule O.)  
(Expenses \$ including grants of \$ ) (Revenue \$ )

**4e** Total program service expenses **212,044**

**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)? <i>If "Yes," complete Schedule A</i>	<b>X</b>	
2	Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (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? <i>If "Yes," complete Schedule C, Part I</i>		<b>X</b>
4	<b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		<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 Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		<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? <i>If "Yes," complete Schedule D, Part I</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? <i>If "Yes," complete Schedule D, Part II</i>		<b>X</b>
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		<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? <i>If "Yes," complete Schedule D, Part IV</i>		<b>X</b>
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>		<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? <i>If "Yes," complete Schedule D, Part VI</i>		<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? <i>If "Yes," complete Schedule D, Part VII</i>		<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? <i>If "Yes," complete Schedule D, Part VIII</i>		<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? <i>If "Yes," complete Schedule D, Part IX</i>		<b>X</b>
e	Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>		<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)? <i>If "Yes," complete Schedule D, Part X</i>		<b>X</b>
12a	Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		<b>X</b>
b	Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		<b>X</b>
13	Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		<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? <i>If "Yes," complete Schedule F, Parts I and IV</i>		<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? <i>If "Yes," complete Schedule F, Parts II and IV</i>		<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? <i>If "Yes," complete Schedule F, Parts III and IV</i>		<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? <i>If "Yes," complete Schedule G, Part I</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? <i>If "Yes," complete Schedule G, Part II</i>		<b>X</b>
19	Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		<b>X</b>
20a	Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		<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? <i>If "Yes," complete Schedule I, Parts I and II</i>		<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? <i>If "Yes," complete Schedule I, Parts I and III</i>		<b>X</b>
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? <i>If "Yes," complete Schedule J</i>		<b>X</b>
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? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		<b>X</b>
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? <i>If "Yes," complete Schedule L, Part I</i>		<b>X</b>
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? <i>If "Yes," complete Schedule L, Part I</i>		<b>X</b>
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? <i>If "Yes," complete Schedule L, Part II</i>		<b>X</b>
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? <i>If "Yes," complete Schedule L, Part III</i>		<b>X</b>
28	Was the organization a party to a business transaction with one of the following parties (see 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? <i>If "Yes," complete Schedule L, Part IV</i>		<b>X</b>
b	A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>		<b>X</b>
c	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>		<b>X</b>
29	Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		<b>X</b>
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		<b>X</b>
31	Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		<b>X</b>
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		<b>X</b>
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? <i>If "Yes," complete Schedule R, Part I</i>		<b>X</b>
34	Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		<b>X</b>
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		<b>X</b>
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)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
36	<b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		<b>X</b>
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? <i>If "Yes," complete Schedule R, Part VI</i>		<b>X</b>
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note:</b> All Form 990 filers are required to complete Schedule O.	<b>X</b>	

**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 in 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?		
		<b>1a</b>	<b>2</b>
		<b>1b</b>	<b>0</b>
		<b>1c</b>	

**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>	<b>0</b>		
<b>b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <b>Note:</b> 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>			<b>X</b>
<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>			<b>X</b>
<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>			<b>X</b>
<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>			<b>X</b>
<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>			<b>X</b>
<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>			<b>X</b>
<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>			<b>X</b>
<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>			<b>X</b>
<b>f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	<b>7f</b>			<b>X</b>
<b>g</b>	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	<b>7g</b>			<b>X</b>
<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>			<b>X</b>
<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? <b>Note:</b> 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>			<b>X</b>
<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>			<b>X</b>
<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>			<b>X</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 **X**

**Section A. Governing Body and Management**

		Yes	No
<b>1a</b>	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.	<b>14</b>	
<b>b</b>	Enter the number of voting members included on line 1a, above, who are independent	<b>14</b>	
<b>2</b>	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?		<b>X</b>
<b>3</b>	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?		<b>X</b>
<b>4</b>	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		<b>X</b>
<b>5</b>	Did the organization become aware during the year of a significant diversion of the organization's assets?		<b>X</b>
<b>6</b>	Did the organization have members or stockholders?	<b>X</b>	
<b>7a</b>	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?	<b>X</b>	
<b>b</b>	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		<b>X</b>
<b>8</b>	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
<b>a</b>	The governing body?	<b>X</b>	
<b>b</b>	Each committee with authority to act on behalf of the governing body?	<b>X</b>	
<b>9</b>	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		<b>X</b>

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

		Yes	No
<b>10a</b>	Did the organization have local chapters, branches, or affiliates?		<b>X</b>
<b>b</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?		
<b>11a</b>	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	<b>X</b>	
<b>b</b>	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
<b>12a</b>	Did the organization have a written conflict of interest policy? If "No," go to line 13	<b>X</b>	
<b>b</b>	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	<b>X</b>	
<b>c</b>	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	<b>X</b>	
<b>13</b>	Did the organization have a written whistleblower policy?		<b>X</b>
<b>14</b>	Did the organization have a written document retention and destruction policy?		<b>X</b>
<b>15</b>	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?		
<b>a</b>	The organization's CEO, Executive Director, or top management official		<b>X</b>
<b>b</b>	Other officers or key employees of the organization If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		<b>X</b>
<b>16a</b>	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		<b>X</b>
<b>b</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?		

**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 **X** 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 and/or Box 7 of Form 1099-MISC) 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 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 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)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(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) <b>JUSTIN BELL</b>	0.00									
<b>DIRECTOR</b>	0.00	<b>X</b>					0	0	0	
(2) <b>MYRON BONTRAGER</b>	0.00									
<b>DIRECTOR</b>	0.00	<b>X</b>					0	0	0	
(3) <b>DENISE DAVIS</b>	0.00									
<b>PRESIDENT</b>	0.00	<b>X</b>		<b>X</b>			0	0	0	
(4) <b>JULIA GAUTSCHE</b>	0.00									
<b>DIRECTOR</b>	0.00	<b>X</b>					0	0	0	
(5) <b>JON HUNSBERGER</b>	0.00									
<b>DIRECTOR</b>	0.00	<b>X</b>					0	0	0	
(6) <b>NICK KIEFFER</b>	0.00									
<b>DIRECTOR</b>	0.00	<b>X</b>					0	0	0	
(7) <b>JULIA KING</b>	0.00									
<b>DIRECTOR</b>	0.00	<b>X</b>					0	0	0	
(8) <b>MAGGIE OKPONOB</b>	0.00									
<b>VP</b>	0.00	<b>X</b>		<b>X</b>			0	0	0	
(9) <b>AMY PHELPS</b>	0.00									
<b>TREASURER</b>	0.00	<b>X</b>		<b>X</b>			0	0	0	
(10) <b>JESSE SENSENIG</b>	0.00									
<b>DIRECTOR</b>	0.00	<b>X</b>					0	0	0	
(11) <b>TARA SPARKS</b>	0.00									
<b>SECRETARY</b>	0.00	<b>X</b>		<b>X</b>			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 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)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(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) <b>JEREMY STUTSMAN</b>	0.00									
DIRECTOR	0.00	X					0	0	0	
(13) <b>ANNE THIEL</b>	0.00									
DIRECTOR	0.00	X					0	0	0	
(14) <b>CASEY YERGER</b>	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 <b>former</b> 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>	<b>1a</b> Federated campaigns	<b>1a</b>				
	<b>b</b> Membership dues	<b>1b</b>	2,700			
	<b>c</b> Fundraising events	<b>1c</b>				
	<b>d</b> Related organizations	<b>1d</b>				
	<b>e</b> Government grants (contributions)	<b>1e</b>	70,000			
	<b>f</b> All other contributions, gifts, grants, and similar amounts not included above	<b>1f</b>	80,463			
	<b>g</b> Noncash contributions included in lines 1a-1f	<b>1g</b>	\$			
	<b>h Total.</b> Add lines 1a-1f		153,163			
<b>Program Service Revenue</b>	<b>2a</b> PARTICIPANT FEES	Business Code 713990	7,118	7,118		
	<b>b</b> ADMINISTRATION FEES	713990	4,377	4,377		
	<b>c</b> MERCHANT/QUICKBOOKS FEES	713990	2,608	2,608		
	<b>d</b>					
	<b>e</b>					
	<b>f</b> All other program service revenue					
	<b>g Total.</b> Add lines 2a-2f		14,103			
<b>Other Revenue</b>	<b>3</b> Investment income (including dividends, interest, and other similar amounts)					
	<b>4</b> Income from investment of tax-exempt bond proceeds					
	<b>5</b> Royalties					
	<b>6a</b> Gross rents	(i) Real				
		(ii) Personal				
		<b>6a</b>				
	<b>b</b> Less: rental expenses	<b>6b</b>				
	<b>c</b> Rental inc. or (loss)	<b>6c</b>				
	<b>d</b> Net rental income or (loss)					
	<b>7a</b> Gross amount from sales of assets other than inventory	(i) Securities				
		(ii) Other				
		<b>7a</b>				
	<b>b</b> Less: cost or other basis and sales exps.	<b>7b</b>				
	<b>c</b> Gain or (loss)	<b>7c</b>				
<b>d</b> Net gain or (loss)						
<b>8a</b> Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	<b>8a</b>					
	<b>b</b> Less: direct expenses	<b>8b</b>				
<b>c</b> Net income or (loss) from fundraising events						
<b>9a</b> Gross income from gaming activities. See Part IV, line 19	<b>9a</b>					
	<b>b</b> Less: direct expenses	<b>9b</b>				
<b>c</b> Net income or (loss) from gaming activities						
<b>10a</b> Gross sales of inventory, less returns and allowances	<b>10a</b>					
	<b>b</b> Less: cost of goods sold	<b>10b</b>				
<b>c</b> Net income or (loss) from sales of inventory						
<b>Miscellaneous Revenue</b>	<b>11a</b> MISCELLANEOUS INCOME	Business Code	4,234	4,234		
	<b>b</b>					
	<b>c</b>					
	<b>d</b> All other revenue					
	<b>e Total.</b> Add lines 11a-11d		4,234			
<b>12 Total revenue.</b> See instructions		171,500	18,337	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

<b>Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.</b>	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
<b>1</b> Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21	<b>18,330</b>	<b>18,330</b>		
<b>2</b> Grants and other assistance to domestic individuals. See Part IV, line 22				
<b>3</b> Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
<b>4</b> Benefits paid to or for members				
<b>5</b> Compensation of current officers, directors, trustees, and key employees				
<b>6</b> Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
<b>7</b> Other salaries and wages				
<b>8</b> Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
<b>9</b> Other employee benefits				
<b>10</b> Payroll taxes				
<b>11</b> Fees for services (nonemployees):				
<b>a</b> Management	<b>176,368</b>	<b>176,368</b>		
<b>b</b> Legal				
<b>c</b> Accounting	<b>8,175</b>		<b>8,175</b>	
<b>d</b> Lobbying				
<b>e</b> Professional fundraising services. See Part IV, line 17				
<b>f</b> Investment management fees				
<b>g</b> Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
<b>12</b> Advertising and promotion				
<b>13</b> Office expenses				
<b>14</b> Information technology				
<b>15</b> Royalties				
<b>16</b> Occupancy				
<b>17</b> Travel				
<b>18</b> Payments of travel or entertainment expenses for any federal, state, or local public officials				
<b>19</b> Conferences, conventions, and meetings				
<b>20</b> Interest				
<b>21</b> Payments to affiliates				
<b>22</b> Depreciation, depletion, and amortization				
<b>23</b> Insurance	<b>743</b>	<b>743</b>		
<b>24</b> 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.)				
<b>a</b> <b>FACADE PROGRAM: PROGRAM CO</b>	<b>11,050</b>	<b>11,050</b>		
<b>b</b> <b>OTHER EXPENSES</b>	<b>5,553</b>	<b>5,553</b>		
<b>c</b> <b>DGI ADMINISTRATION FEES</b>	<b>4,377</b>		<b>4,377</b>	
<b>d</b> <b>OTHER: TASK FORCE MEETINGS</b>	<b>3,147</b>		<b>3,147</b>	
<b>e</b> All other expenses	<b>1,411</b>		<b>1,411</b>	
<b>25</b> Total functional expenses. Add lines 1 through 24e	<b>229,154</b>	<b>212,044</b>	<b>17,110</b>	<b>0</b>
<b>26</b> 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>123,336</b>	<b>1</b>	<b>65,682</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 Total assets.</b> Add lines 1 through 15 (must equal line 33)		<b>123,336</b>	<b>16</b>	<b>65,682</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 Total liabilities.</b> 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>123,336</b>	<b>27</b>	<b>65,682</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 Total net assets or fund balances</b>	<b>123,336</b>	<b>32</b>	<b>65,682</b>
<b>33 Total liabilities and net assets/fund balances</b>	<b>123,336</b>	<b>33</b>	<b>65,682</b>	



**Part XI Reconciliation of Net Assets**

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

<b>1</b>	Total revenue (must equal Part VIII, column (A), line 12)	<b>1</b>	<b>171,500</b>
<b>2</b>	Total expenses (must equal Part IX, column (A), line 25)	<b>2</b>	<b>229,154</b>
<b>3</b>	Revenue less expenses. Subtract line 2 from line 1	<b>3</b>	<b>-57,654</b>
<b>4</b>	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	<b>4</b>	<b>123,336</b>
<b>5</b>	Net unrealized gains (losses) on investments	<b>5</b>	
<b>6</b>	Donated services and use of facilities	<b>6</b>	
<b>7</b>	Investment expenses	<b>7</b>	
<b>8</b>	Prior period adjustments	<b>8</b>	
<b>9</b>	Other changes in net assets or fund balances (explain on Schedule O)	<b>9</b>	
<b>10</b>	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	<b>10</b>	<b>65,682</b>

**Part XII Financial Statements and Reporting**

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

		Yes	No
<b>1</b>	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 in Schedule O.		
<b>2a</b>	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: Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis <input type="checkbox"/>		<input checked="" type="checkbox"/>
<b>2b</b>	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: Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis <input type="checkbox"/>		<input checked="" type="checkbox"/>
<b>2c</b>	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.		
<b>3a</b>	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?		<input checked="" type="checkbox"/>
<b>3b</b>	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 or 990-EZ)**

**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.

**2020**

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 <b>DOWNTOWN GOSHEN, INC.</b>	Employer identification number <b>35-1848884</b>
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**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 or 990-EZ).)
- 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 X** 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 in 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>						

**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) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	189,703	194,911	236,361	233,120	153,163	1,007,258
<b>2</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
<b>3</b> The value of services or facilities furnished by a governmental unit to the organization without charge						
<b>4 Total.</b> Add lines 1 through 3	189,703	194,911	236,361	233,120	153,163	1,007,258
<b>5</b> 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)						
<b>6 Public support.</b> Subtract line 5 from line 4.						1,007,258

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
<b>7</b> Amounts from line 4	189,703	194,911	236,361	233,120	153,163	1,007,258
<b>8</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
<b>9</b> Net income from unrelated business activities, whether or not the business is regularly carried on						
<b>10</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
<b>11 Total support.</b> Add lines 7 through 10						1,007,258
<b>12</b> Gross receipts from related activities, etc. (see instructions)					12	176,845

**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** ▶

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

<b>14</b> Public support percentage for 2020 (line 6, column (f) divided by line 11, column (f))	<b>14</b>	100.00 %
<b>15</b> Public support percentage from 2019 Schedule A, Part II, line 14	<b>15</b>	99.85 %
<b>16a 33 1/3% support test—2020.</b> If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization ▶ <b>X</b>		
<b>b 33 1/3% support test—2019.</b> 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 <b>stop here.</b> The organization qualifies as a publicly supported organization ▶		
<b>17a 10%-facts-and-circumstances test—2020.</b> 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 <b>stop here.</b> Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶		
<b>b 10%-facts-and-circumstances test—2019.</b> 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 <b>stop here.</b> Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶		
<b>18 Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶		

**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) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(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 Total.</b> 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 Public support.</b> (Subtract line 7c from line 6.)						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(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 in 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 Total support.</b> (Add lines 9, 10c, 11, and 12.)						
<b>14 First 5 years.</b> 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 <b>stop here</b> ▶						

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

<b>15</b> Public support percentage for 2020 (line 8, column (f), divided by line 13, column (f))	<b>15</b>	%
<b>16</b> Public support percentage from 2019 Schedule A, Part III, line 15	<b>16</b>	%

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

<b>17</b> Investment income percentage for 2020 (line 10c, column (f), divided by line 13, column (f))	<b>17</b>	%
<b>18</b> Investment income percentage from 2019 Schedule A, Part III, line 17	<b>18</b>	%

- 19a 33 1/3% support tests—2020.** 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—2019.** 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
<b>1</b> Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in <b>Part VI</b> how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
<b>2</b> 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 <b>Part VI</b> how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
<b>3a</b> 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>b</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 <b>Part VI</b> when and how the organization made the determination.</i>		
<b>c</b> 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 <b>Part VI</b> what controls the organization put in place to ensure such use.</i>		
<b>4a</b> Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
<b>b</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 <b>Part VI</b> how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
<b>c</b> 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 <b>Part VI</b> 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>		
<b>5a</b> 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 <b>Part VI</b>, 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</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?		
<b>c</b> <b>Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
<b>6</b> 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 <b>Part VI</b>.</i>		
<b>7</b> 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 or 990-EZ).</i>		
<b>8</b> Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
<b>9a</b> 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 <b>Part VI</b>.</i>		
<b>b</b> Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in <b>Part VI</b>.</i>		
<b>c</b> Did a disqualified person (as defined in 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 <b>Part VI</b>.</i>		
<b>10a</b> 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>b</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 in lines 11b and 11c below, the governing body of a supported organization?	<b>11a</b>	
<b>b</b> A family member of a person described in line 11a above?	<b>11b</b>	
<b>c</b> A 35% controlled entity of a person described in line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in <b>Part VI</b> .	<b>11c</b>	

**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? If "No," describe in <b>Part VI</b> 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.	<b>1</b>	
<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? If "Yes," explain in <b>Part VI</b> how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.	<b>2</b>	

**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)? If "No," describe in <b>Part VI</b> how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).	<b>1</b>	

**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>1</b>	
<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? If "No," explain in <b>Part VI</b> how the organization maintained a close and continuous working relationship with the supported organization(s).	<b>2</b>	
<b>3</b> By reason of the relationship described in 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? If "Yes," describe in <b>Part VI</b> the role the organization's supported organizations played in this regard.	<b>3</b>	

**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 ( <b>see instructions</b> ).		
<b>a</b> The organization satisfied the Activities Test. Complete <b>line 2</b> below.		
<b>b</b> The organization is the parent of each of its supported organizations. Complete <b>line 3</b> below.		
<b>c</b> The organization supported a governmental entity. Describe in <b>Part VI</b> how you supported a governmental entity ( <b>see instructions</b> ).		
<b>2</b> Activities Test. <b>Answer lines 2a and 2b below.</b>		
<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? If "Yes," then in <b>Part VI identify those supported organizations and explain</b> 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.	<b>2a</b>	
<b>b</b> Did the activities described in 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? If "Yes," explain in <b>Part VI</b> the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.	<b>2b</b>	
<b>3</b> Parent of Supported Organizations. <b>Answer lines 3a and 3b below.</b>		
<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? If "Yes" or "No," provide details in <b>Part VI</b> .	<b>3a</b>	
<b>b</b> Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in <b>Part VI</b> the role played by the organization in this regard.	<b>3b</b>	

**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.

<b>Section A – Adjusted Net Income</b>		(A) Prior Year	(B) Current Year (optional)
<b>1</b>	Net short-term capital gain	<b>1</b>	
<b>2</b>	Recoveries of prior-year distributions	<b>2</b>	
<b>3</b>	Other gross income (see instructions)	<b>3</b>	
<b>4</b>	Add lines 1 through 3.	<b>4</b>	
<b>5</b>	Depreciation and depletion	<b>5</b>	
<b>6</b>	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)	<b>6</b>	
<b>7</b>	Other expenses (see instructions)	<b>7</b>	
<b>8</b>	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	<b>8</b>	
<b>Section B – Minimum Asset Amount</b>		(A) Prior Year	(B) Current Year (optional)
<b>1</b>	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
<b>a</b>	Average monthly value of securities	<b>1a</b>	
<b>b</b>	Average monthly cash balances	<b>1b</b>	
<b>c</b>	Fair market value of other non-exempt-use assets	<b>1c</b>	
<b>d</b>	<b>Total</b> (add lines 1a, 1b, and 1c)	<b>1d</b>	
<b>e</b>	<b>Discount</b> claimed for blockage or other factors ( <i>explain in detail in Part VI</i> ):		
<b>2</b>	Acquisition indebtedness applicable to non-exempt-use assets	<b>2</b>	
<b>3</b>	Subtract line 2 from line 1d.	<b>3</b>	
<b>4</b>	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	<b>4</b>	
<b>5</b>	Net value of non-exempt-use assets (subtract line 4 from line 3)	<b>5</b>	
<b>6</b>	Multiply line 5 by 0.035.	<b>6</b>	
<b>7</b>	Recoveries of prior-year distributions	<b>7</b>	
<b>8</b>	<b>Minimum Asset Amount</b> (add line 7 to line 6)	<b>8</b>	
<b>Section C – Distributable Amount</b>			Current Year
<b>1</b>	Adjusted net income for prior year (from Section A, line 8, column A)	<b>1</b>	
<b>2</b>	Enter 0.85 of line 1.	<b>2</b>	
<b>3</b>	Minimum asset amount for prior year (from Section B, line 8, column A)	<b>3</b>	
<b>4</b>	Enter greater of line 2 or line 3.	<b>4</b>	
<b>5</b>	Income tax imposed in prior year	<b>5</b>	
<b>6</b>	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	<b>6</b>	
<b>7</b>	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
<b>1</b> Amounts paid to supported organizations to accomplish exempt purposes	
<b>2</b> Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
<b>3</b> Administrative expenses paid to accomplish exempt purposes of supported organizations	
<b>4</b> Amounts paid to acquire exempt-use assets	
<b>5</b> Qualified set-aside amounts (prior IRS approval required—provide details in <b>Part VI</b> )	
<b>6</b> Other distributions (describe in <b>Part VI</b> ). See instructions.	
<b>7 Total annual distributions.</b> Add lines 1 through 6.	
<b>8</b> Distributions to attentive supported organizations to which the organization is responsive (provide details in <b>Part VI</b> ). See instructions.	
<b>9</b> Distributable amount for 2020 from Section C, line 6	
<b>10</b> Line 8 amount divided by line 9 amount	

Section E – Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2020	(iii) Distributable Amount for 2020
<b>1</b> Distributable amount for 2020 from Section C, line 6			
<b>2</b> Underdistributions, if any, for years prior to 2020 (reasonable cause required—explain in <b>Part VI</b> ). See instructions.			
<b>3</b> Excess distributions carryover, if any, to 2020			
<b>a</b> From 2015 .....			
<b>b</b> From 2016 .....			
<b>c</b> From 2017 .....			
<b>d</b> From 2018 .....			
<b>e</b> From 2019 .....			
<b>f Total</b> of lines 3a through 3e			
<b>g</b> Applied to underdistributions of prior years			
<b>h</b> Applied to 2020 distributable amount			
<b>i</b> Carryover from 2015 not applied (see instructions)			
<b>j</b> Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
<b>4</b> Distributions for 2020 from Section D, line 7: \$			
<b>a</b> Applied to underdistributions of prior years			
<b>b</b> Applied to 2020 distributable amount			
<b>c</b> Remainder. Subtract lines 4a and 4b from line 4.			
<b>5</b> Remaining underdistributions for years prior to 2020, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in <b>Part VI</b> . See instructions.			
<b>6</b> Remaining underdistributions for 2020 Subtract lines 3h and 4b from line 1. For result greater than zero, explain in <b>Part VI</b> . See instructions.			
<b>7 Excess distributions carryover to 2021.</b> Add lines 3j and 4c.			
<b>8</b> Breakdown of line 7:			
<b>a</b> Excess from 2016 .....			
<b>b</b> Excess from 2017 .....			
<b>c</b> Excess from 2018 .....			
<b>d</b> Excess from 2019 .....			
<b>e</b> Excess from 2020 .....			





**Schedule B**  
**(Form 990, 990-EZ,**  
**or 990-PF)**  
Department of the Treasury  
Internal Revenue Service

**Schedule of Contributors**

OMB No. 1545-0047

**2020**

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

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<sup>1</sup>/<sub>3</sub>% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), 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, 990-EZ, or 990-PF), 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, 990-EZ, or 990-PF).

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	<b>CITY OF GOSHEN</b> <b>203 S. 5TH STREET</b>  <b>GOSHEN IN 46526</b>	\$ <b>70,100</b>	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	<b>COMMUNITY FOUNDATION OF ELKHART CO</b> <b>300 NIBCO PKWY #301</b>  <b>ELKHART IN 46516</b>	\$ <b>19,500</b>	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	<b>GOSHEN HEALTH</b> <b>200 HIGH PARK AVE</b>  <b>GOSHEN IN 46526</b>	\$ <b>15,000</b>	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	<b>INDIANA ARTS COMMISSION</b> <b>100 N SENATE AVE N505</b>  <b>INDIANAPOLIS IN 46204</b>	\$ <b>19,480</b>	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.)

**SCHEDULE O**  
**(Form 990 or 990-EZ)**

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 990-EZ.

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

OMB No. 1545-0047

**2020**

**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.**

**Statement 1 - IN Form NP-20, Line 3 - Current Officers**

<u>Officer Name</u>	<u>Title</u>	<u>State</u>	<u>Zip Code</u>
<u>Address</u>	<u>City</u>		
AMY PHELPS 1902 RUSSET AVE	TREASURER GOSHEN	IN	46526
TARA SPARKS 518 S 5TH	SECRETARY GOSHEN	IN	46526
DENISE DAVIS 130 N MAIN STREET	PRESIDENT GOSHEN	IN	46526
MAGGIE OKPONOB 234 S. MAIN STREET #4	VP GOSHEN	IN	46526

Attachment B  
2021 Budget

\*\*

**Downtown Goshen, Inc.**  
**Budget Overview: 2021 Budget - FY21 P&L Classes**  
 January - December 2021

	Facade Grant Program	First Fridays Program	TOTAL
<b>Income</b>			
4000 Corporate		15,000	15,000
4002 Grant		21,000	21,000
4002.1 Government Grant	20,000	50,000	70,000
<b>Total 4002 Grant</b>	<b>\$ 20,000</b>	<b>\$ 71,000</b>	<b>\$ 91,000</b>
4003 DGI Memberships		10,000	10,000
4013 Promotional Fees		2,500	2,500
<b>Total Income</b>	<b>\$ 20,000</b>	<b>\$ 98,500</b>	<b>\$ 118,500</b>
<b>Gross Profit</b>	<b>\$ 20,000</b>	<b>\$ 98,500</b>	<b>\$ 118,500</b>
<b>Expenses</b>			
5000 Contract Services			
5000.1 DGI Administrator		94,560	94,560
<b>Total 5000 Contract Services</b>	<b>\$ -</b>	<b>\$ 94,560</b>	<b>\$ 94,560</b>
5057 DGI Administration Fees			0
5057.1 Current Year DGI Administrator Fees	800	3,940	4,740
<b>Total 5057 DGI Administration Fees</b>	<b>\$ 800</b>	<b>\$ 3,940</b>	<b>\$ 4,740</b>
5060 Facade Program	19,200		19,200
<b>Total Expenses</b>	<b>\$ 20,000</b>	<b>\$ 98,500</b>	<b>\$ 118,500</b>
<b>Net Operating Income</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Income</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*\* The Board has not adopted the 2022 budget yet but expects to do so in December or January. A copy of the approved 2022 budget will be provided upon request.

Attachment C  
Board of Directors



	<b>Name</b>
1	Julia Gautsche
2	Tara Sparks - Secretary
3	Casey Yerger
4	Jeremy Stutsman
5	Myron Bontrager
6	Denise Davis – President
7	Maggie Okponobi – Vice Pres
8	Jesse Sensenig
9	Justin Bell
10	Julia King
11	Amy Phelps – Treasurer
12	Nick Kieffer
13	Jon Hunsberger
14	Anne Thiel



**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

December 2, 2021

**To:** Board of Public Works and Safety  
**From:** Brandy L. Henderson  
**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 four (4) Community Service Partnership Agreements for your consideration and approval.

Chamber of Commerce of Goshen, Indiana, Inc. has requested \$50,000 to provide economic development and tourism support for the City of Goshen. Chamber of Commerce of Goshen, Indiana, Inc. has provided all the required information and the agreement is now being brought before the Board for consideration and approval.

**Suggested Motion: I move that the City of Goshen approve the agreement with Chamber of Commerce of Goshen, Indiana, Inc. to support the project or projects outlined in its submitted application and provide this organization with the requested funds and authorize Mayor Stutsman to execute accordingly.**

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

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

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

1. Purpose of this Agreement; Funds Award.

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Fifty Thousand Dollars (\$50,000), to the Partner 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, 2022, 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, 2022, 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: \_\_\_\_\_



RECEIVED NOV 22 2021



**Community Service Partnership Application  
Program Year 2022**

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

Applications available: Monday, November 1, 2021.

**Applications due: Monday, November 22, 2021.**

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 2022 will become available sometime after July 1, 2022. If an award is made, program expenses may be incurred starting January 1, 2022, 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: SAME  
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 and 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 of 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 of Commerce 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. Tourism	40,000	25,000	15,000
b. Economic Development	25,000	15,000	10,000
c. Downtown Expansion	15,000	10,000	5,000
d. Advertising	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 Education system in Goshen is essential to accomplishing our organization's mission. The Goshen Chamber of Commerce currently has a staff of 2 FT, and 1 P/T employees, 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 Goshen 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 objectives 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, E8-1, E8-2, E8-3. The Goshen Chamber is proud of the many years of collaboration with the City of Goshen in these areas and wish to continue to partner with the City of Goshen a 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 business projects, increased awareness of tourism campaigns, hotel occupancy rates are all areas we monitor and keep track of regarding Economic Development and Tourism. The Goshen Chamber of Commerce has the ability to rapidly respond to the needs in 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 67 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.

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.

**Organization Structure:**  
The Goshen is a nonprofit business association made of businesses in and that service the Goshen area. We are governed by a volunteer Board of Directors, made up of this 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's 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.

**Values Statement:**  
The Goshen Chamber of Commerce believes that stronger communications are built through diverse and thriving businesses. This is accomplished through supporting all business 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**

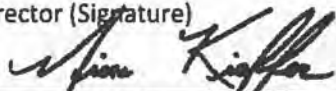
Please attach copies of the following documents to the original application. If any of the requested documents are not available, please attach an explanation. If you have previously submitted the requested documents, and there have been no changes, new copies are not required, but please indicate which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

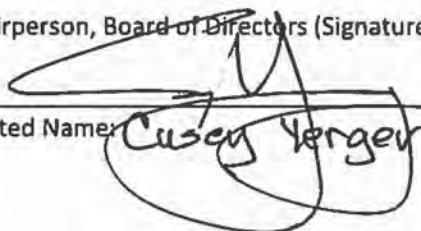
Agency Director (Signature)



Printed Name: Nick Weffer

Date: 11-22-2021

Chairperson, Board of Directors (Signature)



Printed Name: Casey Yenger

Date: 11-22-2021

Column1	Column2	2019 Actual	2020 Actual	2021 Approved	1-1 thru 9-30-2021	2022 Budget
<b>I.</b>	<b>PERSONNEL</b>					
	Gross Wages	108,345	151,926	150,000	92,086	170000
	Payroll Taxes	9,729	13,107	15,000	8,231	15000
	Life & Disability Insurance	2,187	3,024	4,500	1,909	4000
	Pension - Company Share	3,227	4,554	5,000	2,641	4500
	HSA - Employer Contribution	3,000	5,300	5,500	2,350	5500
	Pres. Ins./Retirement Stipend	15,600	15,900	15,600	11,700	15600
	Staff Development	4,760	2,668	3,000	829	4000
	Travel & Meetings	2,285	1,356	2,000	1,564	2500
	Vehicle Expense	6,550	3,205	4000	280	0
		<b>155,683</b>	<b>201,040</b>	<b>204,600</b>	<b>121,590</b>	<b>221100</b>
<b>II.</b>	<b>MEMBERSHIP</b>					
	Membership Development	5,536	3,618	5,000	2,677	5000
	Membership Dis. Cards & Plaques	2,025	0	2,000	0	2000
	Meals & Entertainment	0	0	0	0	0
	Chamber Holiday Open House	1,072	0	1,500	0	1500
		<b>8,633</b>	<b>3,618</b>	<b>8,500</b>	<b>2,677</b>	<b>8500</b>
<b>III.</b>	<b>OUTINGS</b>					
	Bowling	2,522	2,764	3,000	0	3000
	Fall Golf & Tennis	15,466	14,936	20000	16683	18000
		<b>17,988</b>	<b>17,700</b>	<b>23,000</b>	<b>16,683</b>	<b>21000</b>
<b>IV.</b>	<b>OPERATIONS</b>					
	Equipment & Building Repairs	7,305	2,568	5,000	594	5000
	Real & Personal Property Tax	20,159	14,852	21,000	11,139	21000
	Building Insurance	7,018	7,336	5,500	5,673	6000
	Utilities	18,562	14,619	16,000	12,403	16000
	Telephone & Internet	3,870	4,170	4,000	2,922	4000
	Office Maintenance	18,577	18,837	17,000	14,761	18000
	Equipment Leases	1,124	1,092	2,000	819	2000
	Office Supplies & Small Equipment	3,368	3,766	5,000	1,953	4000
	Postage	1,241	1,119	1,500	789	1200
	Memberships & Subscriptions	5,292	5,280	5,000	3,770	5000
	Insurance (Non-Building)	2,775	2,746	3,000	2,750	3000
	Audit - Professional Fees	5,945	6,190	6,000	0	6000
	Other Operations Expense	150	0	0	0	0
		<b>95,386</b>	<b>82,575</b>	<b>91,000</b>	<b>57,573</b>	<b>91200</b>

## 2021 DRAFT EXPENSE BUDGET

Column1	Column2	2019 Actual	2020 Actual	2021 Approved	1-1 thru 9-30-2021	2022 Budget
<b>V.</b>	<b>PROGRAMS &amp; EVENTS</b>					
	Ambassadors Expense	2,579	2,354	2,000	561	2000
	Annual Meeting	12,468	3,583	15,000	0	15000
	Breakfast Series	3,575	1,585	3,000	0	3000
	Chamber University & Seminars	220	201	1,000	0	2000
	Executive & BOD Meetings	766	149	1,000	98	1000
	Founders Day	14,027	4,714	12,000	225	10000
	Hispanic/Latino Business Expo	1,000	0	0	0	1000
	H/R Monthly Meetings	1,011	60	1,000	0	0
	Leadership Goshen	0	7,013	9,000	1,956	9000
	Public Policy Meetings	116	0	0	18	0
	Connect @4	175	0	200	50	200
	Small Business Development Cente	4,081	688	5,000	0	5000
	Sound of Economy	83	22	500	9	500
	YP Group	1,156	0	100	38	100
	Sound of Goshen Podcast	0	0	0	6,668	4000
	Women in Business Network	1,169	63	100	0	100
		42,426	20,432	49,900	9,623	52900
<b>VI.</b>	<b>SPECIAL PROJECTS</b>					
	Special Projects	12,732	1,862	3,000	2,231	5000
	Community Marketing Campaign	3,325	0	2,500	0	2500
	Downtown Goshen, Inc.	2,500	2,500	2,500	2,500	2500
	4-H Auction	5,652	0	4,000	3,082	4000
	Pitch Night Expenses	0	0	0	0	20000
	EDC Investment	2,000	2,000	2,000	2,000	2000
	Launch Pad	1,752	494	2,000	2,130	2000
	Website Update	0	0	2000	0	5000
		27,961	6,856	18,000	11,943	43000
<b>VII.</b>	<b>TOURISM DIVISION</b>					
	Distribution Services	3,815	3,615	4,000	3,340	4000
	ECVB Visitors Guide Ad	5,900	5,900	5,900	0	5900
	Other Tourism Expense	0	781	500	0	500
		9,715	10,296	10,400	3,340	10400
<b>VIII.</b>	<b>PUBLIC RELATION/PUBLICATION</b>					
	Award & Recognition	439	274	1,000	0	1000
	Donations	1,075	1,000	1,500	2,550	2000
	Member/Employee Gifts	1,332	1,154	250	0	1000
	Advertising	24,998	800	3,000	695	3000
		27,844	3,228	5,750	3,245	7000



## 2021 DRAFT EXPENSE BUDGET

Column1	Column2	2019 Actual	2020 Actual	2021 Approved	1-1 thru 9-30-2021	2022 Budget
<b>IX.</b>	<b>RETAIL DIVISION</b>					
	Downtown Holiday Open House	1,550	700	1,500	0	2000
	Other Retail Division Expense	0	0	0	0	0
		1,550	700	1,500	0	2000
<b>X.</b>	<b>MISCELLANEOUS</b>					
	Interest Expense	4,025	3,764	4,000	2,687	4000
	Bank Charges	2,020	2,163	2,400	1,389	2400
	Penalties & Interest	0	0	0	0	0
	Other Miscellaneous Expense	2,129	7,725	1000	65	1000
		8,174	13,652	7,400	4,141	7400
	<b>TOTAL EXPENSE</b>	<b>395,360</b>	<b>360,097</b>	<b>420,050</b>	<b>230,815</b>	<b>464500</b>
	<b>DEPRECIATION</b>	<b>32,035</b>	<b>19,718</b>	<b>20,000</b>	<b>14,788</b>	
	<b>TOTAL EXPENSE WITH DEPREC.</b>	<b>427,395</b>	<b>379,815</b>	<b>440,050</b>	<b>245,603</b>	

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Group Membership Roster: 2022 Board of Directors				
Contact	Company Name	Group Role	Notes	<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="#">Adriana Garcia Bontreger</a>	<a href="#">Centier Bank</a>	Chair-Elect 2023	email: <a href="mailto:agarcia@centier.com">agarcia@centier.com</a> phone: (574) 533-1333	<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"/>
<a href="#">Stephanie Smith</a>	<a href="#">Everence Financial</a>		email: <a href="mailto:Stephanie.smith@everence.com">Stephanie.smith@everence.com</a> phone: (574) 533-9515x3206	<input type="checkbox"/>
<a href="#">Sharon Welsh</a>	<a href="#">FM Stone Commercial LLC</a>		email: <a href="mailto:sharonw@fmstone.com">sharonw@fmstone.com</a> phone: (574) 522-0390	<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"/>
<a href="#">Kathy Sponseller</a>	<a href="#">Goshen Chamber of Commerce</a>		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"/>
<a href="#">Chandra Galloway</a>	<a href="#">Goshen Health</a>		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:raf@ltbx.co">raf@ltbx.co</a>	<input type="checkbox"/>
<a href="#">Toby Crowley</a>	<a href="#">Lippert</a>		email: <a href="mailto:tcrowley@lci1.com">tcrowley@lci1.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:salonj.julia@gmail.com">salonj.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:kleman@shirleyspopcorn.com">kleaman@shirleyspopcorn.com</a> phone: (574) 903-6647	<input type="checkbox"/>
<a href="#">Casey Yerger</a>	<a href="#">Stair Supplies</a>	Past 2021 Board Chair	email: <a href="mailto:casey.yerger@stairsupplies.com">casey.yerger@stairsupplies.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"/>



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

**FINANCIAL REPORT**

December 31, 2020 and 2019

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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, 2020 and 2019, 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 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.

### Accountant's Conclusion

Based on our reviews, 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.

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**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 8, 2021

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**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**STATEMENTS OF FINANCIAL POSITION**  
December 31, 2020 and 2019

---

	<u>2020</u>	<u>2019</u>
<b>ASSETS</b>		
<b>Current assets</b>		
Cash and cash equivalents	\$ 276,455	\$ 284,389
Accounts receivable	1,505	4,565
Prepaid expenses	1,520	1,442
Total current assets	<u>279,480</u>	<u>290,396</u>
<b>Property and equipment</b>		
Land	19,003	19,003
Building and improvements	810,650	769,463
Equipment and fixtures	85,950	85,950
	<u>915,603</u>	<u>874,416</u>
Less accumulated depreciation	<u>(482,442)</u>	<u>(450,399)</u>
Net property and equipment	<u>433,161</u>	<u>424,017</u>
<b>TOTAL ASSETS</b>	<u>\$ 712,641</u>	<u>\$ 714,413</u>

---

See independent accountant's review report.

The accompanying notes to financial statements are an integral part of these statements.

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**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**STATEMENTS OF FINANCIAL POSITION**  
December 31, 2020 and 2019

	2020	2019
<b>LIABILITIES AND NET ASSETS</b>		
<b>Current liabilities</b>		
Current portion of long-term debt	\$ 6,747	\$ 6,787
Accounts payable	3,572	7,406
Unearned income	120,033	129,963
Accrued payroll taxes and withholdings	126	152
Accrued property taxes	22,100	20,200
Total current liabilities	152,578	164,508
<b>Long-term liabilities</b>		
Note payable	88,782	93,006
Capital lease	641	1,578
	89,423	94,584
Less current portion of long-term debt	(6,747)	(6,787)
Total long-term liabilities	82,676	87,797
Total liabilities	235,254	252,305
<b>Net assets</b>		
Without donor restrictions	477,387	456,669
With donor restrictions	-	5,439
Total net assets	477,387	462,108
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 712,641</b>	<b>\$ 714,413</b>

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



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**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**STATEMENTS OF ACTIVITIES**  
For the Years Ended December 31, 2020 and 2019

	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.

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CHAMBER OF COMMERCE OF GOSHEN, INC.  
 STATEMENTS OF ACTIVITIES  
 For the Years Ended December 31, 2020 and 2019

	2019			
	Without Donor Restrictions	With Donor Restrictions	Total	%
<b>Revenue and gains</b>				
Membership dues	\$ 240,820	\$ -	\$ 240,820	50.48
Golf outing	45,035	-	45,035	9.44
Programs and events	69,385	-	69,385	14.55
Rental income	10,335	-	10,335	2.17
Public relations and publications	4,449	-	4,449	0.93
Special projects	51,325	-	51,325	10.76
Tourism division income	7,502	-	7,502	1.57
Retail division income	765	-	765	0.16
Other income	19,837	-	19,837	4.16
Interest income	552	-	552	0.12
Gain on disposal of assets	26,991	-	26,991	5.66
Net assets released from restriction	250	(250)	-	-
Total revenue and gains	<u>477,246</u>	<u>(250)</u>	<u>476,996</u>	<u>100.00</u>
<b>Expenses</b>				
Program services	326,259	-	326,259	68.40
Supporting services	91,347	-	91,347	19.15
Fundraising expenses	9,998	-	9,998	2.10
Total expenses	<u>427,604</u>	<u>-</u>	<u>427,604</u>	<u>89.65</u>
<b>CHANGE IN NET ASSETS</b>	49,642	(250)	49,392	<u>10.35</u>
Net assets, beginning of year	<u>407,027</u>	<u>5,689</u>	<u>412,716</u>	
Net assets, end of year	<u>\$ 456,669</u>	<u>\$ 5,439</u>	<u>\$ 462,108</u>	

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



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**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**STATEMENTS OF FUNCTIONAL EXPENSES**  
For the Years Ended December 31, 2020 and 2019

	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>

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CHAMBER OF COMMERCE OF GOSHEN, INC.  
 STATEMENTS OF FUNCTIONAL EXPENSES  
 For the Years Ended December 31, 2020 and 2019

	2019			Total
	Program Expenses	Supporting Services	Fundraising Expenses	
Personnel	\$ 88,441	\$ 53,527	\$ 4,881	\$ 146,849
Membership	8,634	-	-	8,634
Insurance	5,963	3,980	-	9,943
Property tax	16,698	3,461	-	20,159
Utilities	15,375	3,187	-	18,562
Repairs and maintenance	23,190	4,444	-	27,634
Telephone	3,013	828	29	3,870
Office supplies	620	3,368	621	4,609
Dues and subscriptions	-	5,292	-	5,292
Vehicle expense	6,550	-	-	6,550
Professional fees	-	5,945	-	5,945
Equipment lease	-	1,124	-	1,124
Interest	3,334	691	-	4,025
Depreciation	26,535	5,500	-	32,035
Programs	22,002	-	-	22,002
Special projects	24,209	-	-	24,209
Tourism division	9,715	-	-	9,715
Public relations	32,129	-	-	32,129
Retail division	1,750	-	-	1,750
Miscellaneous	4,156	-	-	4,156
Fundraising	-	-	4,467	4,467
Cost of direct benefit to donors	33,945	-	-	33,945
<b>Total</b>	<b>\$ 326,259</b>	<b>\$ 91,347</b>	<b>\$ 9,998</b>	<b>\$ 427,604</b>

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 The accompanying notes to financial statements are an integral part of these statements.

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**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**STATEMENTS OF CASH FLOWS**  
**For the Years Ended December 31, 2020 and 2019**

	<u>2020</u>	<u>2019</u>
<b>Cash flows from operating activities</b>		
Increase in net assets	\$ 15,279	\$ 49,392
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	32,044	32,035
(Gain) on disposal of assets	-	(26,991)
(Increase) decrease in assets		
Accounts receivable	3,060	1,645
Prepaid expenses	(78)	(206)
Increase (decrease) in liabilities		
Accounts payable	(3,834)	(14,083)
Accrued payroll and related taxes	(26)	68
Accrued property taxes	1,900	(800)
Unearned income	(9,930)	(4,617)
Net cash from operating activities	<u>38,415</u>	<u>36,443</u>
<b>Cash flows from investing activities</b>		
Purchases of property and equipment	(41,187)	(37,470)
Proceeds from disposal of assets	-	33,825
Net cash from investing activities	<u>(41,187)</u>	<u>(3,645)</u>
<b>Cash flows from financing activities</b>		
Principal payments on long-term debt	(5,162)	(6,534)
Net cash from financing activities	<u>(5,162)</u>	<u>(6,534)</u>
<b>Net change in cash and cash equivalents</b>	(7,934)	26,264
Cash and cash equivalents, beginning of the year	<u>284,389</u>	<u>258,125</u>
<b>Cash and cash equivalents, end of the year</b>	<u>\$ 276,455</u>	<u>\$ 284,389</u>
<b>Supplemental disclosure of cash flow information</b>		
Cash paid for interest	<u>\$ 3,798</u>	<u>\$ 4,025</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.**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2020 and 2019**

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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 2020 and 2019 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, 2020 and 2019**

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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 that 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 \$32,044 and \$32,035 for the years ended December 31, 2020 and 2019, 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, 2020 and 2019, unearned dues totaled \$120,033 and \$129,963, 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.

**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

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See independent accountant's review report.

**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2020 and 2019**

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

**Use of estimates (continued)**

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, 2020 and 2019, advertising costs totaled \$800 and \$24,998, 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:

<u>Expense</u>	<u>Method of allocation</u>
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 2020. No tax liability has been recorded for uncertain tax positions.

**NOTE 2 – REVENUE RECOGNITION**

**Adoption of new accounting standard**

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 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

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**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2020 and 2019**

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

**Adoption of new accounting standard (continued)**

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.

**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.

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See independent accountant's review report.

**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
December 31, 2020 and 2019

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

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

**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 \$1,200 for the year ended December 31, 2020. 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 \$16,366 for the year ended December 31, 2020.

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 year ended December 31, 2020 is as follows:

	2020		Total
	Revenue from contracts with	Revenue from other sources	
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
	<u>\$ 17,566</u>	<u>\$ 402,617</u>	<u>\$ 420,183</u>

Various economic factors affect revenue and cash flows. Revenues are regional and are impacted by changes in the local economy. The coronavirus pandemic (“COVID-19”) is expected to continue to restrict some events during the year ending December 31, 2021 and may negatively impact the Organization’s results in 2021. The severity of the impact of the outbreak of COVID-19 cannot be estimated at this time.

**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

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**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2020 and 2019**

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

**Performance obligations (continued)**

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, 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.

**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 as of the year ended December 31, 2020, are as follows:

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

**Warranty**

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

**NOTE 3 – LEASE AGREEMENTS**

In 2020 and 2019, 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 \$1,200 and \$9,560 for the years ended December 31, 2020 and 2019, respectively.

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

As of December 31, 2020 and 2019, 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:

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CHAMBER OF COMMERCE OF GOSHEN, INC.  
 NOTES TO FINANCIAL STATEMENTS  
 December 31, 2020 and 2019

NOTE 4 – FINANCIAL ASSETS AND LIQUIDITY RESOURCES (CONTINUED)

	<u>2020</u>	<u>2019</u>
Financial assets		
Cash and cash equivalents	\$ 276,455	\$ 284,389
Accounts receivable	<u>1,505</u>	<u>4,565</u>
 Total financial assets and liquidity resources available within one year	 <u>\$ 277,960</u>	 <u>\$ 288,954</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 \$15,296 and \$15,466, for the years ended December 31, 2020 and 2019, respectively. The Organization also hosts a winter bowling outing which resulted in costs of \$2,764 and \$2,522, for the years ended December 31, 2020 and 2019, respectively.

NOTE 6 – NET ASSETS

Net assets consisted of the following at December 31:

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

See independent accountant's review report.

**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
December 31, 2020 and 2019

**NOTE 6 – NET ASSETS (CONTINUED)**

Detail of Net Assets	2019		
	Without Donor Restrictions	With Donor Restrictions	Total
Undesignated			
Operating	\$ 392,473	\$ -	\$ 392,473
Board designated			
Gift certificates	58,220	-	58,220
Service sign	3,976	-	3,976
Building reserve	2,000	-	2,000
Other:			
Intercultural leadership academy	-	5,439	5,439
<b>Total</b>	<b>\$ 456,669</b>	<b>\$ 5,439</b>	<b>\$ 462,108</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 new loan principal was \$107,000. 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, 2020.

Interest expense totaled \$3,798 and \$4,025 for the years ended December 31, 2020 and 2019, respectively.

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

	2020	2019
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	\$ 93,006
Capital lease (Note 8)	641	1,578
	89,423	94,584
Less current maturities	(6,747)	(6,787)
<b>Total long-term liabilities</b>	<b>\$ 82,676</b>	<b>\$ 87,797</b>

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

2021	\$ 6,747
2022	82,676
<b>Total</b>	<b>\$ 89,423</b>

See independent accountant's review report.



**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2020 and 2019**

**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. Total expense for this lease for the years ended December 31, 2020 and 2019 was \$2,076 and \$2,883, respectively. The lease expired in August 2020 and was not renewed.

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

Equipment	\$ 4,499
Less accumulated depreciation	<u>(3,974)</u>
	<u>\$ 525</u>

Future minimum payments on the capital lease are as follows:

2021	<u>\$ 648</u>
Total minimum lease payments	648
Amount representing interest	<u>(7)</u>
Present value of net minimum payments	<u>\$ 641</u>

**NOTE 10 – SIMPLE IRA**

The Organization has adopted 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 \$4,554 and \$3,227, for the years ended December 31, 2020 and 2019, respectively.

**NOTE 11 – HEALTH SAVINGS ACCOUNT**

In 2005 the Organization adopted 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 \$5,300 and \$3,000 were made to employee accounts for the years ended December 31, 2020 and 2019, 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 in for the year ended December 31, 2020 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. The revenue from the golf outing and major programs and events during the years ended December 31, 2020 and 2019 were as follows:

See independent accountant's review report.

**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2020 and 2019**

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

	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	\$ 25,982	\$ 5,086	\$ 3,476	\$ 10,007	\$ 23,098	\$ 67,649

	2019					
	Golf Outing	Spare Time With Chamber	Founder's Day	Annual Meeting	Other Events	Total
Revenue	\$ 45,035	\$ 8,520	\$ 23,555	\$ 22,875	\$ 14,435	\$ 114,420
Less direct benefit costs	(11,449)	(2,072)	(9,879)	(10,545)	-	(33,945)
	33,586	6,448	13,676	12,330	14,435	80,475
Expense	4,017	450	4,148	1,923	7,248	17,786
Net proceeds	\$ 29,569	\$ 5,998	\$ 9,528	\$ 10,407	\$ 7,187	\$ 62,689

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 line under expenses.

**NOTE 13 – 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.

See independent accountant's review report.

**CHAMBER OF COMMERCE OF GOSHEN, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2020 and 2019**

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**NOTE 14 – CONCENTRATION OF FUNDRAISING**

The Organization received approximately 9% of its annual revenue from golf outings for the years ended December 31, 2020 and 2019.

**NOTE 15 – BARTER TRANSACTIONS**

During the years ended December 31, 2020 and 2019, 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 transaction for the years ended December 31, 2020 and 2019 resulted in revenue and expense of \$5,360 and \$6,250, respectively.

**NOTE 16 – 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 17 – SUBSEQUENT EVENTS**

The Organization has evaluated subsequent events through November 8, 2021, the date which the financial statements were available to be issued. As a result of the ongoing COVID-19 pandemic in the United States, economic uncertainties continue which are likely to negatively impact the Organization's revenue. The severity of the impact of COVID-19 cannot be estimated at this time.

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See independent accountant's review report.



	2019 Actual	2020 Actual	2021 Approved	1-1 thru 9-30-2021	2022 Budget
<b>I. DUES</b>					
Renewed Members	181,165	165,812	170,000	125,153	165000
Membership Assistance Program	0	1,220	0	0	0
Gold Memberships	5,140	4,669	5,000	2,504	5000
Platinum Memberships	21,658	17,500	15,000	13,089	20000
Diamond Memberships	21,801	21,786	15,000	22,770	25000
New Memberships	8,210	10,947	10,000	8,013	12000
New Member Enrollment Fee	630	450	500	120	500
	238,604	222,384	215,500	171,649	227500
<b>II. OUTINGS</b>					
Bowling	8,520	7,850	5,000	1,700	7000
Fall Golf & Tennis	45,035	40,368	40000	44,320	45000
	53,555	48,218	45,000	46,020	52000
<b>III. PROGRAMS &amp; EVENTS</b>					
Ambassadors	2,940	2,600	2,800	1,200	2000
Annual Meeting	22,875	13,590	20,000	4,690	20000
Breakfast Series	6,205	4,225	4,000	2,750	4000
Chamber University & Seminars	80	0	2,000	0	2000
Founders Day	23,555	8,190	15,000	400	15000
HR Group	860	50	500	0	0
Leadership Goshen	0	14,250	15,000	15,750	15000
Sound of Economy	950	100	1,000	0	1000
YP Group	2,000	0	500	0	1000
Sound of Goshen					6000
Women in Business Network	1,400	0	500	0	1000
	60,865	43,005	61,300	24,790	67000
<b>IV. RENTAL INCOME</b>					
Tenant Leases + LaunchPad	9,560	1,200	4,800	8,250	10000
Room Rental	775	160	1000	200	1000
	10,335	1,360	5,800	8,450	11000
<b>V. PUBLIC RELATIONS/PUBLICATIONS</b>					
Business Directory	4,449	3,500	3,500	0	3500
City Map/Image Book	0	0	0	0	0
	4,449	3,500	3,500	0	3500

<b>VI. SPECIAL PROJECTS</b>					
Economic Development	45,000	45,000	30,000	45,000	45000
Pitch Night Income	0	0	0	0	25000
4-H Auction	6,325	0	4,000	6,875	5000
	51,325	45,000	34,000	52,825	75000
<b>VII. TOURISM DIVISION</b>					
Tourism Brochure	3,309	3,473	4,000	3,000	4000
CVB Advitorial Grant	2,950	2,950	2,950	0	2950
Other Tourism Income	1,243	1,364	1000	0	1000
	7,502	7,787	7,950	3,000	7950
<b>VIII. RETAIL DIVISION</b>					
Gift Certificates-Unredeemed	765	34,369	500	0	500
	765	34,369	500	0	500
<b>IX. MISC. INCOME</b>					
Auto Lease Reimbursement	2,100	700	1,400	0	0
Other Misc. Income	934	8,632	1200	0	1200
	3,034	9,332	2,600	0	1200
<b>XI. OTHER INCOME</b>					
Interest Income	552	522	350	418	350
<b>TOTAL INCOME</b>	<b>430,986</b>	<b>415,477</b>	<b>376,500</b>	<b>307,217</b>	<b>\$ 446,000.00</b>





**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

December 2, 2021

**To:** Board of Public Works and Safety  
**From:** Brandy L. Henderson  
**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 four (4) Community Service Partnership Agreements for your consideration and approval.

Goshen Theater, Inc. has requested \$75,000 to assist with the operating costs. Goshen Theater, Inc. has provided all the required information and the agreement is now being brought before the Board for consideration and approval.

**Suggested Motion: I move that the City of Goshen approve the agreement with Goshen Theater, Inc. to support the project or projects outlined in its submitted application and provide this organization with the requested funds and authorize Mayor Stutsman to execute accordingly.**

**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, 2022, 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, 2022, 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: Julia Gautsche  
216 South Main Street  
Goshen, IN 46526  
boardchair@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: \_\_\_\_\_



**Legal Department, CITY OF GOSHEN**

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December 2, 2021

**To:** Board of Public Works and Safety  
**From:** Brandy L. Henderson  
**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 four (4) Community Service Partnership Agreements for your consideration and approval.

Center for Business Excellence has requested \$10,000 to provide economic development and tourism support for the City of Goshen. Center for Business Excellence has provided all the required information and the agreement is now being brought before the Board for consideration and approval.

**Suggested Motion:** I move that the City of Goshen approve the agreement with Center for Business Excellence to support the project or projects outlined in its submitted application and provide this organization with the requested funds 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, 2022, 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, 2022, 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 2022**

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

Applications available: Monday, November 1, 2021.

**Applications due: Monday, November 22, 2021.**

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 2022 will become available sometime after July 1, 2022. If an award is made, program expenses may be incurred starting January 1, 2022, 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 and Operational Efficiency  
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.

1) Help identify, prioritize and address top opportunities impacting the city from an employee and Department development perspective to help drive the City's Economic Development Strategy.

2) Assist City Staff and Individual Departments improve Leadership and Team Building skills development to drive further operationa efficiencies and the delivery of services. Build on DiSC Assessments to address specific individual or team development needs or to address performance opportunities and proactively work on conflict resolution.

3) Provide discounted services to Goshen Businesses and Notprofit organizations on Continuous Improvement, Lean and Leadership Training and Team Building to improve their service impact to customers and clients, to address employee retention and improve overall team and leadership effectiveness.

All these efforts will be conducted throughout the year and will encompass areas and people throughout the city.

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

Item Description <small>To be completed as projects are confirmed</small>	Total Amount	Community Service Funds	Other Funds
a.			
b.			
c.			
d.			
e.			
f.			
<b>TOTALS</b>	10,000	10,000	0

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.

No additional funds will be used to support this 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.

E-2: Support the development and recruitment of a skilled and competitive workforce  
E-3: Support the development of small, locally-owned businesses  
E-6: Encourage business practices that have positive social impacts on the community  
E-7: Promote sustainable practices in business and industry  
C-2: Pursue innovative ways to provide and deliver community services  
C-5: Expand opportunities for lifelong learning  
C-6: Provide the finest quality, professional law enforcement services to the community  
C-7: Promote the health and safety of the community by providing excellent emergency and preventative Fire Department services  
C-8: Provide efficient and effective Street Department services that enhance quality of life for Goshen residents  
C-9: Provide a high level of Utility Department service

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

The measurable goals and timelines will be developed in conjunction with the specific projects that are prioritized. Success will be measured through delivering the appropriate training, identifying and addressing root causes and setting up specific action plans to track and sustain the improvements made.

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 30  
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 is a nonprofit organization that serves regional For and NonProfit organizations and municipalities through training and consulting in the areas of Leadership skills development, team effectiveness, Lean and Six Sigma training, improved problem solving, executive coaching, employee retention and business consulting.

CBE's mission is to help regional organizations build upon their current strengths to provide even greater value and impact to their customers and clients and raise the overall competitiveness of the region.

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: 12-1-21

Chairperson, Board of Directors (Signature)

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

Date: 12/1/2021



## Annual Budget

### 2021 Annual Budget - Executive Overview

<u>Ordinary Income/Expense</u>	<u>2021 Bgt</u>
<b>Income</b>	
4310 Program Revenue	\$38,000
4700 Grants	\$52,000
4750 Other Funds Received	\$25,925
<b>Total Income</b>	<u>\$115,925</u>
<b>Gross Profit</b>	\$115,925
<b>Expenses</b>	
5000 - 5160 Payroll, Retirement, Insurance, Office Equipment	\$93,690
5200 - 5300 Professional Fees, Contract and Program Exp	\$7,300
5630 - 5990 Rent, Dues, Mileage, GECC Support	\$14,611
<b>Total Expense</b>	<u>\$115,601</u>
<b>Net Income</b>	<u>\$324</u>

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



## **Goshen Community Services Grant Application**

### **CBE Board of Directors (2021)**

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

- Steve Eller, Beacon Health Systems
- Dina Harris, IUSB
- Kym Baker-Butler, Ruoff Home Mortgage
- Mark Bagwell, The Horton Group
- Greg Brown, Lake City Bank
- 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>
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**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>
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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.



# The Center for Business Excellence Annual Report 2019

To: Center for Business Excellence Board of Directors  
Dina Harris – Board Chair  
Steve Eller – 1<sup>st</sup> Vice Chair  
Mark Bagwell – 2<sup>nd</sup> Vice Chair  
Greg Brown – Treasurer  
Jan Farron – Immediate Past Board Chair  
Levon Johnson – Secretary (President/CEO Elkhart Chamber)

From: Merritt Dilts

Date: 4-9-2020

## **2019 Annual Report**

### **I. Clients Served**

- Includes fee for service and pro bono work in training, consulting, coaching and coordination of the Michiana Lean Network
  - Organizations served = 121
    - For Profit Organizations = 56
    - Not For Profit Organizations = 63
    - Municipalities = 2
  - Individuals served = 646

### **II. Financial Summary**

- 2019 Full Year (Jan-Dec):
  - Revenue = \$135,106
    - Fee for Service and Michiana Lean Network Memberships = \$101,306
    - Grants (Goshen) = \$10,000
    - Other Funds Received = \$13,800
  - Expenses = \$167,553
  - Net Income = (\$32,247)
    - Note: Grants from the City of Elkhart and Elkhart County, totaling \$42,000, were in the budget but did not come through.

### **III. Activities, Service and Results Highlights**

- Provided 10 local organizations with ongoing support through the year via onsite engagements to further develop their Lean/Continuous Improvement cultures, teamwork, leadership and drive process and efficiency improvements. This was done through CI/Lean/Six Sigma,



## The Center for Business Excellence Annual Report 2019

Leadership and Team building training and along with numerous Kaizen and Six Sigma projects. Examples of accomplishments at these organizations:

- An ongoing Six Sigma project initiated last year on one of a client's high volume production lines, resulted in multiyear savings of \$250,000.
- A Kaizen project on improving shipping accuracy at another client resulted in a decreased error rate of 55% and savings of over \$72,000.
- An A3 Problem Solving Process with a detailed process mapping exercise at another client drove inventory accuracy improvements that reduced overall inventory levels by 15%, saving \$35,000 annually and allowing for greatly improved 5S organization of their units. Another A3 at that same client addressed sales quotes that never resulted in sales. Finding the root cause and improving multiple parts of the process reduced time and effort waste and improved the quote to sales ratios by over 80%; this resulted in savings of \$25,000 or more annually.
- Assisted several clients with a deep focus on employee hiring, training and retention processes using Lean/CI tools. These efforts at one client resulted in 35% reduction in turnover following a prior year improvement of 59% in turnover. Using a conservative estimate, this reduction in turnover resulted in \$156,000 in savings last year.
- Actively supported the Goshen, Elkhart and Region 2 Homeless Coalitions and served as a co-facilitator for the Goshen City Homeless Coalition Affordable Housing Sub Committee. In support of this committee's work, multiple Focus Groups were conducted with Goshen Landlords, residents in Section 8 Housing and residents trying to get into Section 8 housing to better understand and begin driving improvements in the process. There were approximately 110 hours of service committed to this support.
- Assisted fifteen plus companies on applications for NextLevel Grants from the State of Indiana for Leadership/CI training and OSHA Training.
- In partnership with Bil Murray, designed and delivered a new Leadership Change Management Course.
- Conducted 50 DiSC Workplace Assessments with the follow-up training for each. CBE became an Everything DiSC® Authorized Partner to improve the service and lower the cost to clients for these assessments.
- Worked with the Elkhart Public Library Leadership Team on Continuous Improvement tools and Team Building and did CI training for entire EPL Staff on their In-Service Day.
- Continued to assist the City of Goshen, Planning, Engineering, Waste Water and Fire Inspection Departments improve the Site Plan Technical Review Process. The Goshen Team has made significant improvements in the process including online submission and editing of site plans, tracking of response times by area, improved response times and a real time



## The Center for Business Excellence Annual Report 2019

feedback tool. This was all accomplished by the Team during a period of tremendous building expansion in the city.

- Coordinated a Conflict Resolution training event with the Center for Community Justice to introduce local organizations to CCJ's very successful process for Conflict Resolution. Also coordinated with CCJ to conduct a more in-depth Conflict Resolution training exercise with a client's leadership staff.
- Worked with ULead on joint training with a client's entire staff to introduce them to ULead's unique capability of high energy and high impact team building training exercises.
- Assisted several clients of ISBDC on food production sanitation concerns and regulations along with other business start-up challenges and resource requests.

### IV. Michiana Lean Network

- Continued the coordination of the Michiana Lean Network with the support of a strong Steering Committee composed of Weston Troyer, Goshen Health; Marc Rose, NIBCO; Daniel Schaub, 1<sup>st</sup> Source Bank; Tom Albrecht, Aluminum Trailer Company; Martin Madden, Overhead Door Company of South Bend/Mishawaka and Amy Gillin, Bayer Health Care.
  - Here are the current members of the Michiana Lean Network:
    - 1<sup>st</sup> Source Bank
    - Ancon Construction
    - Beacon Health System (Memorial Hospital SB and EGH)
    - Aluminum Trailer Company
    - Cleer Vision Windows
    - D&W
    - enFocus
    - FDC Graphic Films
    - Goshen Health
    - Hurricane Boats
    - Ivy Tech College
    - Kem Krest
    - KMC Controls
    - Lippert Components
    - NIBCO
    - Overhead Door of South Bend/Mishawaka
    - Reschor (Omega Plastics)
    - Specialized Staffing Solution
    - Vitraccoat America



## The Center for Business Excellence Annual Report 2019

- The Lean Network's calendar of events for 2019 were:
  - Jan 10 Annual Planning Meeting
  - Mar 1 Tour and presentation: 1st Source Bank
  - Apr 4 Measuring Your Lean-Continuous Improvement Journey
  - May 21 Lean and Retention/Hiring Best Practices Presentations
  - Jun 19 5S Best Practices: Manufacturing and Office
  - Jul 19 Tour and presentation: AM General, Military Humvee Production Facility
  - Aug 8 Tour and presentation: Notre Dame IDEA Center
  - Sep 19 Whirlpool Analytics Journey with Alex Svetlev
  - Oct 17 Tour and presentation: Subaru of Indiana, Lafayette, IN
  - Nov 14 Tour and presentation: CAPS (Child and Parent Services) New Facility
  - Dec 12 Tour and presentation: Overhead Door of South Bend/Mishawaka
- We are currently finalizing plans with Goshen College, Ivy Tech Community College and IUSB to add selected students to the Lean Network at no charge from each these institutions following a successful year of participation from a Goshen Student who now works with enFocus.

### V. Ongoing Partnerships

- AME
- APICS
- Bil Murray
- Center for Community Justice
- City of Goshen
- EDC
- Goshen College
- Indiana Small Business Development Center (ISBDC)
- IUSB
- Ivy Tech Community College
- SCORE
- ULead

Respectfully submitted,

*Merritt Dilts*

Merritt Dilts  
Vice President, Business Resources



**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)

December 6, 2021

**To:** Board of Public Works and Safety  
**From:** Shannon Marks  
**Subject:** Agreement with New Avenues Inc.  
2022 Employee Assistance Program

Attached for the Board's approval and authorization for the Mayor to execute is an agreement with New Avenues Inc. to again provide the City an employee assistance program for 2022. The City will pay New Avenues based on the "EAP A La Carte Service" fees set forth in Exhibit A of the agreement which includes an administrative fee of \$160 per month plus the additional fees for the specific services utilized.

**Suggested Motion:**

Move to approve and authorize the Mayor to execute the Agreement with New Avenues Inc. to provide an employee assistance program for 2022.



**Contract for:**

**City of Goshen**

**Employee Assistance Program (EAP)**

**A la Carte Contract**

**Length of Contract:**

**January 1, 2022 – December 31, 2022**

## **I. Overview**

New Avenues will arrange for the delivery of Employee Assistance Program services to all employees and their dependents as indicated in the Definition of Eligibility addendum during the term of this Agreement with City of Goshen hereinafter to be referred as “the Company.” New Avenues will provide employee assistance services as agreed to in Exhibit A and hereinafter described. New Avenues will arrange for such services to be provided by duly trained and qualified professionals in accordance with generally recognized treatment standards.

## **II. Location and Service Access Information**

Our corporate office address is P.O. Box 360, South Bend, Indiana 46624. Our corporate office location is 300 South St. Louis Boulevard, Suite 200, South Bend, Indiana 46617. New Avenues manages a network of EAP Providers across the state of Indiana and nationwide to provide service to your employees.

- A. Any employee or immediate family member may be seen in any of our network offices near their home or workplace.
- B. Hours of Operation for corporate office and member services include: 8:30 a.m. to 5:00 p.m., Monday through Thursday; 8:30 a.m. to 4:30 p.m., Friday (Eastern Standard Time or Eastern Daylight Savings Time during the appropriate times of the year). Our on-call clinical staff is available for immediate or emergency situations 24 hours per day including weekends and holidays.
- C. A toll-free telephone number will be provided to all employees for easy EAP access.

## **III. Access Procedure and Orientation Service**

- A. Members can access their EAP services by calling New Avenues and speaking to a Member Services Specialist who will obtain necessary account information and information of the member’s counseling needs. A Care Manager (Master’s level mental health counselor) is available for members to consult when dealing with higher risk and emergency needs. The member will then be informed how counseling services will proceed. New Avenues will make a reasonable attempt to select an EAP provider that can provide continuity of care with the member’s health plan if needed.
- B. Members of our professional staff will meet with all employees setup at the Company’s request, in groups, at your sites for approximately 30 minutes to orient them to the program, including how to self-refer, stress confidentiality, and normalize problems so that persons will feel comfortable making appointments. We suggest group sizes of approximately 35-40 employees at a time.
- C. We will provide you with a draft introductory letter announcing the EAP, to be mailed by you to the home of each employee introducing the EAP program.



#### IV. Scope of EAP Services

- A. Short Term Counseling Program. We will provide annually a number of EAP visits per employee family or per employee and each family member as determined by the Company (refer to addendum: Definition of EAP Eligibility). Employees and eligible family members will have access to Structured Telephonic Counseling via the New Avenues website [NewAvenuesOnLine.com](http://NewAvenuesOnLine.com). We will provide these services as agreed upon in Exhibit A.

The scope of the Employee Assistance Program covers the following Individual, Family and Marital short term counseling needs, but is not limited to:

- ❖ Stress
- ❖ Anger management
- ❖ Parenting concerns
- ❖ Emotional problems (i.e. depression, anxiety, obsessive-compulsive disorders, etc.)
- ❖ Alcohol/drug use or abuse
- ❖ Child/adolescent needs
- ❖ Communication problems
- ❖ Grief or trauma issues
- ❖ Conflict Resolutions Service
- ❖ Marital and partner concerns
- ❖ Aging parent issues
- ❖ Adjustment problems related to health conditions
- ❖ Occupational or career concerns
- ❖ Problems at work
- ❖ Employee or managerial coaching

The EAP short term counseling can also provide assessment of needs, and referral assistance for additional behavioral health needs such as psychological testing, referral for physician evaluation, more intense level of care or extended counseling.

#### Financial Assistance – Referral

New Avenues has partnered with GreenPath Debt Management Solutions and may refer members to GreenPath for their free Credit Counseling and Debt Counseling services. GreenPath is a premier credit counseling agency and is accredited by COA, Council on Accreditation and is a member with the following organization: National Foundation for Credit Counseling, NFCC, Financial Counseling Association of America-FCAA, U.S. Department of Housing and Urban Development-Approved housing counseling agency, and U.S. Department of Justice-Approved provider of bankruptcy counseling and education.

GreenPath Services beyond the free counseling sessions may have fees associated with them. Employees would be responsible for any services that would require a

payment. Such as Debt Management Program, Student Loan Counseling, Bankruptcy Counseling, Homebuyer Counseling Program.

The EAP counseling services do not include:

- ❖ Reports for courts for any court ordered counseling or treatment
- ❖ Visitation or custody studies
- ❖ Inpatient, Intensive outpatient services or partial hospitalization
- ❖ Physician services
- ❖ Psychological testing for clinical, educational, occupational, medical reasons
- ❖ Extended counseling
- ❖ Drug/alcohol classes, educational or wellness programs
- ❖ Drug testing or other lab/pharmacy benefits
- ❖ Fitness for Duty Evaluations
- ❖ Risk Assessments
- ❖ Services under COBRA

We would anticipate that the limited number of visits would resolve the majority of the problems. When/if, the provider recommends extended treatment and all available EAP sessions have been used; the client may continue with the EAP counselor or another provider if they wish, at their own expense or with whatever other insurance coverage applies. The EAP counselor also may recommend additional services such as physician evaluation or psychological testing that will be subject to the individual's personal expense or health plan. The employee is under no obligation to use the EAP program prior to accessing their health plan or as a condition of accessing their health plan benefits.

- B. Supervisory Orientation Training. In addition to employee orientation sessions (see Sec. III B). EAP supervisory orientation training is available for your designated supervisors. The focus of the training will be how to make “disciplinary referrals” and “concerned supervisory referrals.” It will include information on “knowing when to refer” and “how to refer” and how to keep New Avenues informed of when a referral has been made. We will provide these services as agreed upon in Exhibit A.
- C. Trainings/ Workshops/ Seminars. New Avenues provides a variety of additional services that can improve departmental and organizational performance. Trainings, workshops and seminars may be purchased on an as needed basis. Staff is available for consultation with the Company's human resources representatives or supervisors who may call us and request assistance in choosing and/or designing special trainings. Trainings include, but are not limited to, Stress Management, Respect in the Workplace, Harassment, and Reasonable Suspicion Programs. For a list of offerings, see the current Training Catalog. We will provide these services as agreed upon in Exhibit A.

- D. Telephonic & Onsite Consultation/ Mediation/ Conflict Resolution. Staff are available for telephonic consultation with the Company's human resources representatives or supervisors who may call us and request assistance in how to talk with a particular employee, when a referral is needed, or for any other consultation about an employee that the Company and New Avenues deems appropriate. Onsite consultations, mediation, and conflict resolution may be purchased on an as needed basis. We will provide these services as agreed upon in Exhibit A.
- E. Focus On Success Management Referral Program. The New Avenues Focus On Success Management Referral Program is designed to address the employee who has demonstrated significant or chronic performance problems, violation of work rules, violence or threatened violence, anger management problems, or troubled behavior. We will provide these services as agreed upon in Exhibit A. Services provided may include:
- ❖ Consultation with the employer
  - ❖ All necessary forms and consents
  - ❖ Referral, case management, provider communication, and oversight of the counseling by a New Avenues Senior Care Manager
  - ❖ Monthly compliance reports from New Avenues to the Company for up to three months

The monthly reports provide the employer with information as to the employee's attendance, compliance with recommendations, and overall motivation/cooperation. No personal or medical information is released without the patient's written consent. (Medical information includes, but is not limited to diagnosis, results of tests, and counseling notes.)

Referral to the EAP Focus On Success Management Referral Program may be a part of the employer's policies. However, the employee must voluntarily accept terms of participation. The terms of participation include signing an Authorization for Release of Information, attending sessions, cooperating with recommendations for treatment, acceptance of financial responsibility for treatment beyond sessions allowed in this agreement (including but not limited to counseling, group sessions, intensive outpatient programs, further psychiatric evaluation or psychological testing, drug/alcohol tests, classes). These services may be covered by the individual's health insurance benefit, but coverage is not guaranteed.

New Avenues acts solely in the role of facilitating referrals and communication regarding management referrals. New Avenues acts as a neutral, objective third party to arrange professional services appropriate to the referral, and shall serve as an intermediary between the Provider and the Company by communicating reports subject to the scope of the Authorization for Release of Information. New Avenues does not assume responsibility and the Company agrees it will not hold New Avenues responsible for the findings, assessment, treatment recommendation(s), treatment, outcomes, determinations, or any other actions or inactions taken by the

Provider of the EAP services. The Company further agrees that New Avenues is not responsible and the Company will not hold it responsible for any action(s) taken by the Company as a result of the EAP referral and Provider reports.

When requested by the Company and consented to by the employee, New Avenues will monitor the employee's progress at least monthly (if applicable) by obtaining progress reports from the Provider(s) who are involved in the recommended behavioral health treatment. New Avenues will also communicate with the Company regarding the employee's compliance with treatment, subject to the scope of the authorization on record.

**Drug/Alcohol tests** are not provided by New Avenues, but they may be indicated during assessment or treatment at the recommendation or requirement of the Provider, and become the financial responsibility of the employee. Drug/alcohol tests as part of random testing, return to work policies, or post-incident monitoring are at the discretion of the employer, subject to the employer's policies and expense, and shall occur at the employer's designated labs or designated occupational health physician sites. Drug/alcohol testing that occurs as part of treatment is considered part of the medical record; results are not revealed without the patient's written consent. Testing that takes place at the Provider's site or Provider's designated sites, as part of assessment or treatment shall be the patient's financial responsibility. An employee's failure to participate in the Provider's requirements for interval testing or repeated positive results may be considered by the Provider as non-compliance and reported by New Avenues as such.

- F. Critical Incident Response. Critical Incident Response professional services usually involve 1-3 hours of a counselor coming to the worksite to facilitate a discussion. The debriefing is a structured approach to assisting employees who have just experienced a serious traumatic or loss event that has occurred at the workplace or to a valuable fellow employee. New Avenues has responded to a wide range of events. Traumatic events include serious industrial/work related accidents, sudden death of an employee, robberies, violent episodes, or experiencing a catastrophic event such as a fire. Our response will be timely and at your site. We will provide these services as agreed upon in Exhibit A.
  
- G. Fitness-for-Duty. A fitness-for-duty evaluation is a medical evaluation, requested by an employer, to determine if a current employee is or is not able to perform essential job functions at the work setting because of psychological or psychiatric problems. Upon request, New Avenues acts as a neutral, objective third party to arrange professional services appropriate to the referral, and shall serve as an intermediary between the Professional Evaluator and the Company by communicating reports subject to the scope of the Authorization for Release of Information. Professionals conducting fitness-for-duty evaluations and risk assessments are required to maintain a position of neutrality, objectivity, and advocate for neither the employer nor the employee. At the Company's request, New Avenues will arrange an assessment with a psychologist or psychiatrist to make an evaluation as to the employee's ability to perform his/her work duties, the

existence of psychological difficulties that may interfere with an employee's ability to perform his/her essential job duties, or for assessment of risk for harm to self or others, dangerousness, and/or the probability of recurrence of incidents related to work performance. In order to maximize the impartiality and objectivity, New Avenues has adopted a standard not to arrange evaluations with a practitioner who has acted as a treating provider to the employee (if applicable), and secondly, employees generally will not be referred to the Evaluator for follow-up treatment.

In order to conduct our role and meet confidentiality standards, the Company will need to obtain from the employee at the time of the referral an Authorization for Release of Information for the exchange of information between the Professional Evaluator and New Avenues and an Authorization for Release of Information for the exchange of information between the Provider and the Company.

New Avenues acts solely in the role of facilitating referrals and communication regarding a fitness-for-duty referral(s). The Company is solely responsible for any actions taken or decisions made regarding the employee's status for returning to work, accommodation, and conditions of employment or employment actions. New Avenues does not assume responsibility and the Company agrees it will not hold New Avenues responsible for the findings, assessment, treatment recommendation(s), treatment, outcomes, determinations, or any other actions or inactions taken by the Provider performing the fitness-for-duty assessment. The Company further agrees that New Avenues is not responsible and will not hold it responsible for any action(s) taken by the Company as a result of the Evaluator's report.

The professional fees for the fitness-for-duty assessments vary in price depending on the professional and the need for psychological testing, etc. Such evaluations are typically the financial responsibility of the employer unless the employer expects the employee to accept financial responsibility for such testing. Many of these evaluations may be covered through the employee's insurance program. We will provide these services as agreed upon in Exhibit A.

- H. Work-Life Services. New Avenues will provide access to the New Avenues Work-Life Resource Center web based program via our website at [www.NewAvenuesOnline.com](http://www.NewAvenuesOnline.com). We will provide these services as agreed upon in Exhibit A. The fee for The Work-Life Program is addressed in Section XII and consists of the following services.

### **Fundamental Web**

- ▶ Web based online program for information, interactive assessments, articles on variety of health, wellness, family life and work related areas,
- ▶ News for You is a resource that provides topical information for catastrophic emergency situations i.e. Katrina, Colorado Wild Fires.
- ▶ CareSpace is an online community for people caring for an older loved one to learn, share and support one another
- ▶ Savings Center is a place where individuals can sign up for savings of up to 25% on thousands of types merchandise
- ▶ Tax Act is a web based tool for free federal tax preparation
- ▶ Skill Builders in work place and interpersonal topics
- ▶ Live Well Health tools, tips and resources: information, lifestyle self-assessments, videos
- ▶ Searchable databases for schools, pet sitters, and volunteer opportunities.

### **Complete Web**

Includes the Fundamental Web plus the following:

- ▶ Child/eldercare and educational resources listed on web
- ▶ Searchable databases for camps, older adult and adoption
- ▶ Relocation Center provides information on a community such as lists of schools, hospitals, and place of worship. It provides statistics on housing costs, types of housing, average age, income and more
- ▶ Learning Center helps you improve your mental and physical health; along with relationships at school, work and home. Information and interactive tools
- ▶ Webinars are monthly training seminars on a variety of topics from teens to financial planning

### **Legal/Financial/ID Recovery**

Includes Fundamentals Web w/legal forms and calculators, plus the following:

- ▶ Financial Assist Online information and telephonic consultation on budgeting, debt management, day-to-day financial planning, retirement planning, bankruptcy, first time home buyers, prevention of home foreclosure
- ▶ Legal Assist: Online information and in person or telephonic consultation for 30 minutes with network attorney, at no charge, and 25% discounts on fees for future visits
- ▶ Integrated ID Recovery consultation with a skilled ID Theft Resolution Specialist who provides caller with tools to implement a resolution

### **Full Work-Life Resource & Referral Program**

Includes Complete Web, Telephonic Resource & Referral services for Work-Life (child/elder/daily living resource & referrals) and Legal/Financial/ID Recovery, plus the following:

- ▶ Live Connect Assistance is available on the web to connect immediately with a care consultant so they can assist the caller in identifying child and elder care, information on parenting, prenatal care, daily living assistance, wellness services, and more.
- ▶ Assisted Search is an online form on the website where an employee requests a child or adult/elder care or daily living search be completed by a care consultant
- ▶ Telephonic Access to consultants who will assist in finding resources for child or elder care services, daily living services such as entertainment, travel, pet services, home repair, moving and legal/financial/id recovery.

- I. Consultation of Department of Transportation (DOT) Substance Abuse Regulation. New Avenues can help the employer with several components of complying with the U.S. Department of Transportation requirements. The New Avenues staff can arrange training online or at the site with professionals who are experienced in training supervisors for DOT purposes including training on reasonable suspicion. We also can provide the human resource officer or other Company representative with a list of Substance Abuse Professionals (known as “SAP’s”) who have a recognized certification of qualification to conduct assessments under DOT regulations. This list may be given to human resource representatives or other Company representatives to assist employees who have tested positive for DOT drug/alcohol testing and who then are responsible to pursue assessment and/or treatment under the DOT regulations prior to returning to work. Costs of treatment, educational programs, Intensive Outpatient Treatment Programs, and self-help community groups are typically at the employee’s expense.

It should be noted that New Avenues, as an employee assistance program, cannot conduct the DOT assessment, perform the monitoring duties, or be the intermediary between the employer and the SAP. DOT regulations stipulate that the assessment and monitoring of compliance, as well as advisement of readiness to return to work must come directly from the SAP to the employer. DOT consultation to the employer (as described above) is at no charge. DOT training for supervisors will be billed at the workshop level dependent on the speaker’s fees.

### **V. Communications Program**

- A. In order to promote and further educate your employees about EAP services, New Avenues has the following available:
- ❖ EAP educational posters will be supplied monthly for display in all employee common areas to keep the program in view.

- ❖ Wellness articles are available for your newsletter or inserts for mailing to promote the program.
  - ❖ We have an extensive list of possible workshops for employees and managers that we can provide for an additional fee.
  - ❖ New Avenues wallet cards and introductory EAP brochures customized with your logo.
  - ❖ Electronic Employee Newsletter
  - ❖ EAP Introductory letter
- B. New Avenues Work-Life Resource Center – web-based employee and employer resource center available via our New Avenues website at [www.NewAvenuesOnline.com](http://www.NewAvenuesOnline.com).

## **VI. Reports**

- A. A Utilization Report summarizing program usage will be provided as described in Exhibit A and includes the following information:
- ❖ Number of employees or dependents calling for EAP services
  - ❖ Number of EAP visits authorized by New Avenues
  - ❖ Number of new employees or dependents using the EAP as verified by claim
  - ❖ Number of EAP visits used as verified by claims
  - ❖ Annual Projected Utilization
  - ❖ Current Utilization, YTD
- B. The Client Satisfaction Report will provide you with survey results annually. These anonymous results are gathered from employees or their family members following their counseling services.

## **VII. Audit**

You have the right to retain an independent audit firm (to ensure compliance with employee confidentiality) to audit your utilization results.

## **VIII. Professional Liability Insurance**

New Avenues' staff is covered by a \$1,000,000/\$3,000,000 professional liability policy. New Avenues shall maintain such malpractice liability insurance for New Avenues and its employees that covers all services to be provided by New Avenues under this contract. New Avenues will use its best efforts to require any subcontractors, including all professionals providing services under this Agreement, to maintain such professional liability insurance for themselves.

## **IX. Confidentiality**

New Avenues shall keep confidential all information or data regarding the Company's operations including, but not limited to, operating results and methods of operation that



may be made known to New Avenues in the course of its performance of services under this contract.

New Avenues' Privacy Policy for client services is that the EAP will not provide information about a client using the service to anyone outside of the EAP without the client's written authorization unless we are required to by law including without limitation:

- ❖ When the client has made a serious threat of harm to themselves (i.e. suicide),
- ❖ When the client has made a serious threat of harm against another person,
- ❖ When there is suspicion of abuse or neglect of a child, elderly or disabled person.

New Avenues has policies and procedures that, to the greatest extent possible, conform to the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). In addition, treating providers may be subject to the privacy and security requirements of HIPAA. As a result, your access to information about our clients is substantially limited.

A client's participation in the EAP is confidential; the employer will not receive the client's name or any information that would identify the client unless the client gives written consent. Each client will be asked to sign a New Avenues' EAP "Statement of Understanding" which will explain our privacy policy.

Since maintaining confidentiality, a professional responsibility of New Avenues, is the basis for employees' trust and future use of our services, and since utilization of this program is in the Company's best interest, we will only supply you with client names when we have a signed "Authorization and Consent to Release Information" form. Without such a release our policy states there will be no disclosures, except as required by law.

## **X. Limitation of Liability**

New Avenues shall defend, indemnify, and hold harmless the Company, its officers, agents and employees against all damages, claims or liabilities, and expenses (including attorney's fees) arising out of or resulting in any way from New Avenues' performance of services under this contract (subject to the limitations set forth in the various sections of this contract) or from any act or omission of New Avenues or its employees. This indemnification shall not apply to any damages, claims, liabilities or expenses resulting from any negligent, reckless or intentional act or omission of the Company to the extent such act or omission is responsible for damages, claims, liabilities or expenses incurred.

## **XI. Program Cost**

- A. The charge for the EAP A La Carte program is based on a retainer for service fee and optional programs as described in Exhibit A are paid for as utilized by the Company. Administrative fee is based on projected employee and family member utilization per year.
- B. New Avenues Work-Life Resource Center services:

1. Fundamental Web Work-Life Program: We will provide services as described in Section IV.H. as agreed upon in Exhibit A.
2. Complete Web Work-Life Program: We will provide services as described in Section IV.H. as agreed upon in Exhibit A. (Optional enhancement that may be added).
3. Legal/Financial/ID Recovery Work-Life Program: We will provide services as described in Section IV.H. as agreed upon in Exhibit A. (Optional enhancement that may be added).
4. Full Work-Life Resource & Referral Work-Life Program: We will provide services as described in Section IV.H. as agreed upon in Exhibit A. (Optional enhancement that may be added).

## **XII. Payment**

- A. All monthly payments, including the first month of service delivery, must be received in advance prior to the first day of each month based on your actual number of employees.
- B. It is necessary for New Avenues to receive, no later than the 15th of each month, a current file of the Company's employee roster to provide accurate eligibility information to employees who call for services.

## **XIII. Renewal and Termination**

This Agreement will become effective when signed by the Company and accepted by New Avenues (the "Effective Date"). Unless terminated for cause (as provided below), this Agreement will continue for an initial term (the "Initial Term") of one year beginning with the Effective Date.

If the Company or New Avenues choose not to renew this contract at the end of the contract year, or if either wishes to renegotiate any of its provisions, that party will provide to the other party at its corporate address, 90 days in advance of contract expiration, written notice of such intentions.

Notwithstanding the foregoing, if either party breaches a material obligation of this Agreement and fails to correct such breach within thirty (30) days after receiving written notice of the breach, then the other party shall have the immediate right to terminate this Agreement upon written notice.

The Company's obligation to pay all charges that have accrued prior to termination will survive any termination of this Agreement.

In addition, upon termination of this Agreement, New Avenues will not be responsible for maintaining copies of records relating to the provision of services under this Agreement. New Avenues may dispose of the Company's records and data unless previously directed in writing by the Company. The Company will reimburse New Avenues for the cost of

producing any information in New Avenue's possession or control relating to services provided under this Agreement.

#### **XIV. Amendment**

The parties may amend this Agreement at any time upon mutual agreements; provided, however, that any amendment to this Agreement must be in writing and signed by authorized representatives of both parties. In the event of a change in Federal or state laws or regulations affecting the services provided under this Agreement, New Avenues may amend this Agreement upon thirty (30) days prior written notice to the Company. In addition, after the Initial Term, New Avenues may increase its fees upon thirty (30) days written notice to the Company. Upon notification of an amendment to this Agreement or a change in fees, the Company may terminate this Agreement upon thirty (30) days prior written notice to New Avenues.

#### **XV. Intellectual Property**

All materials, including but not limited to forms, brochures, posters and on-line content ("Materials") furnished by New Avenues to the Company are granted pursuant to a personal, non-transferable and non-exclusive license to use the materials solely for the Company's performance of its obligations under this Agreement or to facilitate New Avenue's performance of its obligations under this Agreement. The Company shall not have the right to copy, distribute, reproduce, alter, display, or use the Materials or any New Avenues trademarks for any other purpose. The Company agrees that it will keep the Materials confidential and will use commercially reasonable efforts to protect the contents of Materials from unauthorized use. The license to use the Materials shall end upon termination of this Agreement. Upon termination of this Agreement, the Company shall destroy the Materials or, if requested by New Avenues, return them to New Avenues.

#### **XVI. Notices**

All notices, requests and communications to either party, related to this Agreement or significant changes effecting the implementation of this Agreement, or scope and service, shall be in writing (including faxes or similar writing) and shall be given to the party at its respective address identified on the signature page of this Agreement or to such other address or fax number as either party may hereafter specify by notice to the other party. Each notice, request or communication shall be effective upon receipt, provided that if the day of receipt is not a business day, then the notice shall be deemed to have been received on the next succeeding business day.

#### **XVII. General Provisions**

- A. This Agreement and the parties' rights and obligations shall be governed and construed pursuant to the laws of the State of Indiana. The Company consents to be subject to the jurisdiction of the state or federal courts located in Indiana.

New Avenues, Inc. utilizes the U.S. Department of Homeland Security's E-Verify program for the purposes of determining the employment eligibility status of all new employees.

- B. Neither company may assign this Agreement without New Avenues' prior written consent, which consent shall not be unreasonably withheld.
- C. No action under this Agreement may be brought by the Company more than two years after the cause of action has accrued.
- D. This Agreement constitutes the entire Agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous Agreements and understandings regarding the subject matter hereof, whether written or verbal.

### **XVIII. Rules of Construction**

For ease of reference, in this Agreement:

- A. The word “will” may be used as a substitute for the word “shall” but nonetheless is intended to be mandatory.
- B. “We,” “us” or “our” may be used to refer to New Avenues.
- C. “You” or “Your” may be used to refer to the Company.

The following parties agree to the above terms of this contract and the contract is to be in full force and in effect on **January 1, 2022**.

**ACCEPTED:**

**ACCEPTED:**



Mary Kowalski, LCSW  
Chief Executive Officer

\_\_\_\_\_  
Signature  
City of Goshen

November 30, 2021

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

New Avenues, Inc.  
300 South St. Louis Boulevard  
Suite 200  
South Bend, IN 46617

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Mailing Address:  
P.O. Box 360  
South Bend, IN 46624

City of Goshen  
City Building  
204 E Jefferson St., Ste 3  
Goshen, IN 46526

**Exhibit A: EAP A la Carte Service**

The **City of Goshen's** employees have the following employee assistance services available.

<b>EAP A la Carte Service based upon 253 employees</b>	<b>Program Cost based upon a One year contract</b>
Administrative Services	Administrative Fee of \$160.00/month plus Professional Fees for services as incurred.
Self-referred Short Term Counseling We will provide annually 6 EAP visits per employee and their eligible family members, (6 sessions per family) (refer to addendum: Definition of EAP Eligibility). Employees and eligible family members will have access to Structured Telephonic Counseling via the New Avenues website NewAvenuesOnLine.com.	\$90 per clinical hour billed to employer upon utilization. (See Section IV. A. of contract for explanation.)
EAP Employee Orientation Training	Included. (See Section III. B. of contract for explanation.)
EAP Supervisory Orientation Training	Included. (See Section IV. B. of contract for explanation.)
Trainings, Workshops and Seminars	Hours may be purchased as needed. Fees are determined by the type and extent of the service requested. (See Section IV. C. of contract for explanation.)
Telephonic Consultation	Included. (See Section IV. D. of contract for explanation.)
Onsite Consultation, Mediation, and Conflict Resolution	Hours may be purchased as needed. Fees are determined by the type and extent of the service requested. (See Section IV. D. of contract for explanation.)
Focus On Success Management Referral Program	\$250/case. 3 months of case management. \$200/month for case management beyond 3 month period. (See Section IV. E. of contract for explanation.)
Critical Incident Response	Hours may be purchased as needed for \$200/hour plus mileage per professional upon utilization. (See Section IV. F. of contract for explanation.)

EAP A la Carte Service based upon 253 employees	Program Cost based upon a One year contract
Fitness-for-Duty Evaluations	\$500-\$1500/visit for psychological or psychiatric evaluations. – Professional fees vary with practitioner, number of visits, amount and type of testing, and setup fee. Any specialized testing or evaluation fees over \$1500 will be discussed with the employer.  \$200/month for ongoing case management. (See Section IV. G. of contract for explanation.)
New Avenues Work-Life Resource Center	Fundamental Web Work-Life Program: <b>Included.</b> Complete Web Work-Life Program Optional: \$.35 PEPM –Not selected Legal/Financial/ID Work-Life Program Optional: \$.40 PEPM –Not selected Full Work-Life Program Optional: \$.45 PEPM –Not selected (See Section IV. H. of contract for explanation.)
Communication Program: monthly posters, website, electronic newsletter	Included, posters monthly to all locations (See Section V. of contract for explanation).
EAP brochures	Included.
Utilization Reports	Included annually. (See Section VI. A. of contract for explanation.)
Client Satisfaction Reports	Included annually. (See Section VI. B. of contract for explanation.)
Mileage	Current Federal Standard Business Mileage Rate (Refer to <a href="http://www.irs.gov">www.irs.gov</a> for the current rate.)



**CITY OF GOSHEN LEGAL DEPARTMENT**

City Annex  
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Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

December 6, 2021

**To:** Board of Public Works and Safety

**From:** Shannon Marks

**Subject:** Resolution 2021-33 - Declaring Surplus and Authorizing the Disposal of Personal Property

The city wishes to dispose of the personal property that is no longer needed or is unfit for the purpose for which it was intended. Resolution 2021-33 is to declare the property as surplus and authorize its disposal by trading in the 2015 Grasshopper Mower with the \$1,000 trade-in allowance to be applied toward the purchase of a new 2021 Grasshopper Mower.

**Suggested Motion:**

Move to pass and adopt Resolution 2021-33 - Declaring Surplus and Authorizing the Disposal of Personal Property.



## RESOLUTION 2021-33

### Declaring Surplus and Authorizing the Disposal of Personal Property

WHEREAS the Cemetery Department has personal property that is no longer needed or is unfit for the purpose for which it was intended and wishes to dispose of the personal property.

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

1. The 2015 Grasshopper Mower, model 620T with 52-inch front mount mowing deck is declared as surplus property.
2. Authorization is given to dispose of the surplus property by trading in the 2015 Grasshopper Mower, model 620T with 52-inch front mount mowing deck with the trade-in allowance of \$1,000 to be applied toward the purchase of a 2021 Grasshopper Mower, model 620T with 52-inch front mount mowing deck for a purchase price (with trade) of \$9,579.

PASSED by the Goshen Board of Public Works and Safety on December \_\_\_\_\_, 2021.

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Jeremy P. Stutsman, Mayor

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Mary Nichols, Member

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DeWayne Riouse, Member

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Michael A. Landis, Member

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Barb Swartley, Member



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December 6, 2021

**To:** Board of Public Works and Safety

**From:** Shannon Marks

**Subject:** Resolution 2021-34, Share of Costs of Wages and Benefits for 2022

There are certain city positions, including elected officials, in which the cost of wages and employment benefits are paid from more than one fund or budget. Pursuant to the annual compensation ordinance for Elected Officials and for Civil City and Utilities Employees, the Board of Public Works and Safety is to annually determine the percentage share of cost for the affected positions that are paid from more than one fund or budget. Resolution 2021-34 is for this purpose.

**Suggested Motion:**

Move to approve and execute Resolution 2021-34, Share of Costs of Wages and Benefits for 2022.

## RESOLUTION 2021-34

### Share of Costs of Wages and Benefits for 2022

WHEREAS the cost of wages and employment benefits of certain City of Goshen employee positions are paid from more than one fund or budget.

WHEREAS pursuant to the annual compensation ordinance for Elected Officials, and for Civil City and Utilities Employees, the Board of Public Works and Safety is to determine on an annual basis the percentage share of cost of wages and employment benefits that are paid from more than one fund or budget for the affected positions.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that the cost of wages and employment benefits shall be paid from more than one fund or budget for the Positions and at the respective percentages as set forth in Exhibit A for budget year 2022.

BE IT FURTHER RESOLVED that certain Position titles in Exhibit A specify a number of positions. This is not intended to limit the number of positions with the same Position title in the particular Department or Office, but rather to limit the number of positions of that Position title in which the wages and benefits are paid from more than one fund or budget. The Department or Office may have other positions of the same Position title in which the wages and benefits are paid entirely from one fund or budget.

PASSED by the Goshen Board of Public Works and Safety on December \_\_\_\_, 2021.

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Jeremy P. Stutsman, Mayor

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Mary Nichols, Member

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DeWayne Riouse, Member

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Michael A. Landis, Member

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Barb Swartley, Member

**EXHIBIT A**  
**2022 Positions, Classifications and Grades**

Department/Office	Position	Number of Positions	Civil City	Wat/Sew Utilities	Other (as Specified)	Other Budget or Fund
Central Garage	Fleet Maintenance Manager (Gr 19)		50%	50%		
Central Garage	Assistant Fleet Maintenance Manager (Gr 13)		80%	20%		
Clerk-Treasurer	Clerk-Treasurer		70%	30%		
Clerk-Treasurer	Office Assistant I (Gr 7)	1	60%	40%		
Common Council	Common Council Member		60%	40%		
Community Development	Community Development Director (Gr 23)		30%		70%	Redevelopment Non-Reverting Operating Fund
Community Development	Project Manager (Gr 14)	1	50%		50%	Redevelopment Non-Reverting Operating Fund
Community Development	Code Compliance Officer II (Gr 10)	1	50%		50%	Residential Lease Fee Fund
Community Development	Office Assistant I (Gr 7)	1	25%		75%	Redevelopment Non-Reverting Operating Fund
Engineering	Civil City Engineer (Gr 30)		50%	50%		
Engineering	Utilities Engineer (Gr 30)			70%	30%	Stormwater Utility
Engineering	Administrative City Engineer (Gr 24)	1	50%	50%		
Engineering	Project Manager (Gr 20)		50%	50%		
Engineering	GIS Coordinator (Gr 13)		50%	50%		
Engineering	Asset Manager (Gr 12)		50%	50%		
Engineering	Technician I (Gr 11)		50%	50%		
Engineering	Inspector I (Gr 10)		50%	50%		
Engineering	Inspector I (Gr 10)	1		50%	50%	Stormwater Utility
Engineering	Inspector II (Gr 9)	1	50%	50%		
Engineering	Technician II (Gr 9)		50%	50%		
Engineering	Office Assistant I (Gr 7)		50%	50%		

**EXHIBIT A**  
**2022 Positions, Classifications and Grades**

<b>Department/Office</b>	<b>Position</b>	<b>Number of Positions</b>	<b>Civil City</b>	<b>Wat/Sew Utilities</b>	<b>Other (as Specified)</b>	<b>Other Budget or Fund</b>
Legal	City Attorney		65%	35%		
Legal	Assistant City Attorney		50%	50%		
Legal	Legal Compliance Administrator (Gr 19)		50%	50%		
Legal	Human Resources Manager (Gr 18)		60%	40%		
Legal	Paralegal (Gr 11)		50%	50%		
Legal	Office Assistant I (Gr 7)		60%	40%		
Legal	Office Assistant III (Gr 5)		60%	40%		
Mayor	Mayor		60%	40%		
Mayor	Administrative Assistant (Gr 12)		60%	40%		
Non-specified	Board of Public Works and Safety Member		60%	40%		
Non-specified	Public Works Director (Gr 33)			75%	25%	Stormwater Utility
Non-specified	Technology Coordinator (Gr 15)		60%	40%		
Non-specified	Technology Assistant I (Gr 10)	1	60%	40%		
Non-specified	Technology Assistant II (Gr 7)	1	60%	40%		
Non-specified	Buildings and Grounds Maintenance Manager (Gr 9)		60%	40%		
Non-specified	Receptionist/Office Assistant III (Gr 5)		60%	40%		
Non-specified	Custodian (Gr 3)	1	60%	40%		



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

December 3, 2021

**To:** Board of Public Works and Safety  
**From:** Myron Grise, Director, Building Department  
**Subject:** Agreement with Jacobi, Toombs & Lanz, Inc., for Building Plan Review

Attached for the Board's approval and execution is an agreement with Jacobi, Toombs & Lanz, Inc. for Building Plan Review. Jacobi, Toombs & Lanz, Inc., will be paid at an hourly rate in an amount not to exceed Ten Thousand Dollars (\$10,000.00) for the Building Plan Review.

**Suggested Motion:**

Approve and execute the agreement with Jacobi, Toombs, & Lanz, Inc. for Building Plan Review.

**AGREEMENT  
FOR  
PLAN REVIEW SERVICES FOR  
THE CITY OF GOSHEN BUILDING DEPARTMENT**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2021, which is the last signature date set forth below, by and between **Jacobi Toombs & Lanz, Inc.** (“Contractor”), whose mailing address, is 1060 N. Capitol, Ste., E360, Indianapolis, IN 46204 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 Plan Review Services for the Building Department, which services are more particularly described in Contractor’s 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 Plan Review Services for the Building Department Plan Review.

**Section 2. Effective Date; Term**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor shall commence the Duties on January 1, 2021.
- (C) The agreement shall be automatically renewed under the same terms and conditions for an additional one (1) year period unless written notice of the intent to terminate the agreement is delivered by either party to the other at least thirty (30) days before the expiration of the term of the original agreement. The term of the renewal shall not be longer than the term of the original agreement.

**Section 3. Compensation**

- (A) City will compensate Contractor for the Plan Review Services for the Building Department based on the standard hourly rates set forth in the attached Exhibit A and the actual hours worked, but in no event will the total compensation exceed Ten Thousand Dollars (\$10,000.00).

#### **Section 4. Payment**

- (A) 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 Building Department  
204 East Jefferson Street  
Goshen, IN 46528

- (B) 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.
- (C) 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. Ownership of Documents**

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records. Including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Contractor.

#### **Section 6. 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 7. 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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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: Jacobi, Toombs & Lanz, Inc.  
1060 N. Capitol, Ste., E360  
Indianapolis, IN 46204

### **Section 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. Entire Agreement**

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

**Section 25. Authority to Bind Contractor**

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.

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

**Jacobi, Toombs & Lanz, Inc.**

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

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

\_\_\_\_\_  
Michael A. Landis, Member

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

\_\_\_\_\_  
Mary Nichols, Member

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

\_\_\_\_\_  
DeWayne Riouse, Member

\_\_\_\_\_  
Barb Swartley, Member

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

**Professional Services Agreement  
Attachment A  
Project Requirements**

**Consultant**

Jacobi, Toombs & Lanz, Inc.

**Project Description**

**Task 1 – Class 1 Structure Plan Review**

- a. Provide plan review of Class 1 Structure, construction plans including:
  - i. Initial review of plans;
  - ii. Review of subsequent submitted plans to verify deficiencies noted in the initial Notice of Review are corrected;
  - iii. Review of plans that are amended to include additional scopes of work, not included in the initial review;
  - iv. Review of plans that are amended due to design changes.
- b. Plan Review assignments to be sent via e-mail by City of Goshen personnel.
- c. Plans assigned for review would be provided to JTL utilizing a sharable Drop Box account, or if an option is available plans would be accessed the City of Goshen on-line portal.
- d. Plan reviews will be completed within 7 business days of notification of the review.
- e. Written Notice of Review noting code deficiencies will be sent via e-mail to the City of Goshen or if option is available, plan review comments noting deficiencies would be entered into the City of Goshen on-line portal.
- f. If any checklists are utilized in the plan review, copies of checklists will be provided.
- g. Provide assistance when the Town is notified of variances from the Fire Prevention and Building Safety Commission including representation of the Town at Fire Prevention and Building Safety Commission Meeting, if requested.

**Task 2 – Class 2 Structure Plan Review**

- a. Provide plan review of Class 2 Structure, construction plans including:
  - i. Initial review of plans;
  - ii. Review of subsequent submitted plans to verify deficiencies noted in the initial Notice of Review are corrected;
  - iii. Review of plans that are amended to include additional scopes of work, not included in the initial review;
  - iv. Review of plans that are amended due to design changes.
- b. Plan Review assignments to be sent via e-mail by City of Goshen personnel.
- c. Plans assigned for review would be provided to JTL utilizing a sharable Drop Box account, or if an option is available plans would be accessed the City of Goshen on-line portal.
- d. Plan reviews will be completed within 7 business days of notification of the review.
- e. Written Notice of Review noting code deficiencies will be sent via e-mail to the City of Goshen or if option is available, plan review comments noting deficiencies would be entered into the City of Goshen on-line portal.
- f. If any checklists are utilized in the plan review, copies of checklists will be provided.

**Task 3 – Consulting:**

- a. Provide on-call code consulting.
- b. When requested by the City of Goshen:
  - i. Attend meetings, including variances pending before the Fire Prevention and Building Safety Commission;
  - ii. Perform on-site inspections.

**Task 4 – Building Code Ordinance Amendments.**

- i. Draft amendment to the Building Code Ordinance

**Project Schedule**

As requested by personnel of the City of Goshen Building Department to perform the above task and subtasks.

**Method of Compensation**

The task and subtasks will be performed at our 2021 hourly rates. Compensation for these services will be invoiced monthly.

Total annual contract value to perform the task and subtasks shall not exceed Ten Thousand Dollars (\$10,000.00) per calendar year. Contract will renew annually on January 1 of subsequent years, as approved by the Client. Hourly rates for annual renewals are subject to change.

**Non-Discrimination**

The Consultant will not discriminate on the grounds of race, color, or national origin

**Drug Free Workplace**

The Consultant further certifies that they maintain a drug-free workplace as required by Federal and State Regulation.

JACOBI, TOOMBS AND LANZ, INC.

2021

HOURLY BILLING RATES

CODE	CLASSIFICATION	STANDARD HOURLY BILLING RATE*
PR2	PRINCIPAL - PRESIDENT	\$185
PR1	PRINCIPAL - VICE PRESIDENT	\$170
PM3	PROJECT MANAGER III	\$160
PM2	PROJECT MANAGER II	\$145
PM1	PROJECT MANAGER I	\$135
DL	DISCIPLINE LEADER	\$210
E5	ENGINEER V (PE)	\$165
E4	ENGINEER IV (PE)	\$140
E3	ENGINEER III (PE)	\$130
E2	ENGINEER II (PE)	\$120
E1	ENGINEER I (PE)	\$110
LA	LANDSCAPE ARCHITECT	\$95
ET4	ENGINEERING TECH IV (EIT)	\$90
ET3	ENGINEERING TECH III (EIT)	\$80
ET2	ENGINEERING TECH II	\$70
ET1	ENGINEERING TECH I	\$65
CT3	CAD TECH III	\$90
CT2	CAD TECH II	\$75
CT1	CAD TECH I	\$70
LS2	LAND SURVEYOR II (LS)	\$110
LS1	LAND SURVEYOR I (LS)	\$100
SC	SURVEY CHIEF	\$85
ST2	SURVEY TECHNICIAN II	\$80
ST1	SURVEY TECHNICIAN I	\$75
FC2	2-MAN SURVEY CREW	\$165
FC3	3-MAN SURVEY CREW	\$240
RCM	RESIDENT CONSTRUCTION MANAGER	\$125
RP	RESIDENT CONSTRUCTION REPRESENTATIVE	\$100
RI	RESIDENT INSPECTOR	\$85
ADM	ADMINISTRATIVE ASSISTANT	\$110
CL	CLERICAL	\$70
LAS	LAND ACQUISITION SPECIALIST	\$100
PL3	PLAN REVIEWER III	\$110
PL2	PLAN REVIEWER II	\$95
PL1	PLAN REVIEW I	\$80
GPS	GPS	\$50
RTS	ROBOTIC TOTAL STATION EQUIPMENT	\$50
EXP	MILEAGE: PER MILE	\$0.45

\* Overtime will be charged at 1.25 times the standard billing rate.

\*\* Serving as an expert witness in legal proceedings will be charged at 2 times the standard billing rate.

These rates may be adjusted on an annual basis as required by economic factors at the discretion of Jacobi, Toombs and Lanz, Inc.





STORMWATER DEPARTMENT  
CITY OF GOSHEN  
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405  
Phone (574) 534-2201 • Fax (574) 533-8626  
stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Stormwater Department

RE: **POST-CONSTRUCTION PLAN APPROVAL  
GOSHEN HIGH SCHOOL 2018 BUILDING ADDITION AND  
RENOVATIONS (JN: 2019-2016)**

DATE: December 6, 2021

---

The developer of Goshen High School 2018 Building Addition and Renovations, which modified an existing post-construction plan for the Goshen High School property (accepted on January 25, 2016), has submitted a sufficient post-construction plan amendment 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 amendment for Goshen High School 2018 Building Addition and Renovations as it has been found to meet the requirements of City Ordinance 4329.**

---

Following plan acceptance, please sign the attached documents where denoted.



STORMWATER DEPARTMENT  
CITY OF GOSHEN  
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405  
Phone (574) 534-2201 • Fax (574) 533-8626  
stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Stormwater Department

RE: **POST-CONSTRUCTION PLAN APPROVAL  
GOSHEN HIGH SCHOOL SITE AND PARKING RENOVATIONS (JN: 2020-2018)**

DATE: December 6, 2021

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The developer of Goshen High School Site and Parking Renovations, which modified two existing post-construction plans for the Goshen High School property (accepted on January 25, 2016, and today), has submitted a sufficient post-construction plan amendment 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 amendment for Goshen High School Site and Parking Renovations as it has been found to meet the requirements of City Ordinance 4329.**

---

Following plan acceptance, please sign the attached documents where denoted.



STORMWATER DEPARTMENT  
CITY OF GOSHEN  
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405  
Phone (574) 534-2201 • Fax (574) 533-8626  
stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Stormwater Department

RE: **POST-CONSTRUCTION PLAN APPROVAL  
SCHROCK COMMERCIAL STRIP MALL (JN: 2020-2042)**

DATE: December 6, 2021

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The developer of Schrock Commercial Strip Mall (Parke North – Lot #3), affecting one (1) or more acres of land, 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 Schrock Commercial Strip Mall as it has been found to meet the requirements of City Ordinance 4329.**

---

Following plan acceptance, please sign the attached documents where denoted.



STORMWATER DEPARTMENT  
CITY OF GOSHEN  
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405  
Phone (574) 534-2201 • Fax (574) 533-8626  
stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Stormwater Department

RE: **POST-CONSTRUCTION PLAN APPROVAL  
SUPREME CORPORATION CHASSIS LOT 2019 (JN: 2019-2039)**

DATE: December 6, 2021

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The developer of Supreme Corporation Chassis Lot 2019, affecting one (1) or more acres of land, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

This Plan is Amendment #2 to an existing post-construction plan for the Supreme Corporation 2014-2015 Improvement Project located at 2572 Kercher Road, which was accepted by the Stormwater Board on October 17, 2016.

At this time 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 Supreme Corporation Chassis Lot 2019 as it has been found to meet the requirements of City Ordinance 4329.**

---

Following plan acceptance, please sign the attached documents where denoted.



Stormwater Department

CITY OF GOSHEN

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626

stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT  
1611 HAY PARKWAY  
(JN: 2017-2045)**

DATE: December 3, 2021

---

The home at 1611 Hay Parkway has passed its final building inspection and the project is substantially complete except for seeding disturbed areas and planting the required street tree. These final requirements cannot be completed at this time due to weather conditions.

The Stormwater Department thus submits an Agreement for the Completion of the Construction Project for approval and authorization for the Mayor to execute.

The property owners, Stephen Nault and Jacklin Beard, as well as builder Schrock Homes, Inc agrees to plant the required street tree and permanently stabilize 16,000 square feet of disturbed area with seed and a temporary stabilization measure by June 15, 2022. The expected cost of work to meet minimum requirements is \$3,025, and a surety for that amount has been provided by Schrock Homes to the Clerk Treasurer's office.

**Requested Motion: Approve the Agreement for the Completion of the Construction Project at 1611 Hay Parkway with property owners, Stephen Nault and Jacklin Beard, and builder, Schrock Homes.**

## AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT

THIS AGREEMENT is entered into on \_\_\_\_\_, 20 21, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Stephen Nault and Jacklin Beard

and, if the builder is responsible for completing the remaining work,

Builder: Schrock Homes, Inc

No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 1611 Hay Parkway, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

certain exterior work that cannot be completed due to weather conditions.

the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 20 22, unless an earlier date is specified below:

Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 16,000 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: 1 large deciduous tree

Install the hard surface driveway for the Site.

- Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than \_\_\_\_\_, 20\_\_\_\_\_.
- Install the hard surface parking lot for the Site.
- Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than \_\_\_\_\_, 20\_\_\_\_\_.
- Install all required parking lot striping for parking spaces at the Site.
- Install approximately \_\_\_\_\_ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: \_\_\_\_\_  
\_\_\_\_\_
- Install approximately \_\_\_\_\_ of concrete sidewalk at the Site to the building entrance.
- Install the following certain parts or equipment at the Site: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars (\$2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

- Permittee agrees to provide Goshen a surety in the amount of three thousand and twenty five Dollars (\$ 3,025.00 ) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.
- Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**

4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

5. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.

7. **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 and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.



8. **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.
9. **NOTICES.** All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen:       City of Goshen, Indiana  
                                   Attention: Goshen Legal Department  
                                   204 East Jefferson Street, Suite 2  
                                   Goshen, IN 46528

Address for Permittee:

Property Owner:        Stephen Nault and Jacklin Beard  
                                   241 Blessing St.  
                                   Millersburg, IN 46543  
                                   \_\_\_\_\_  
                                   \_\_\_\_\_

Builder:                 Schrock Homes, Inc  
                                   2523 Messick Drive S.  
                                   Goshen, IN 46526  
                                   \_\_\_\_\_  
                                   \_\_\_\_\_

No Builder

10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In the event of a conflict between this agreement and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

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

11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.
12. **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.
13. **BINDING EFFECT.** All provisions, covenants, terms and conditions of the agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

**Permittee:<sup>1</sup>**

Property Owner:

Signature: Stephen M. Nault

Printed: Stephen M. Nault

Title (if any): \_\_\_\_\_

Date: 11-30-21

Signature: Jacklin Beard

Printed: Jacklin Beard

Title (if any): \_\_\_\_\_

Date: 11/30/21

Builder:

Signature: Fred Yoder

Printed: Fred Yoder

Title: Project Manager

Date: 11/30/21

**Goshen:**

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

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

<sup>1</sup> The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.

ORDER OF THE CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY

November 1, 2021

To: RZ Rentals, LLC  
Derek Doss  
17601 County Road 40  
Goshen, IN 46526

RE: Premises at 724 South Main Street, Goshen, Indiana

As a person holding a substantial property interest in the real estate at 724 South Main Street, Goshen, Indiana, you were served with an Order of the City of Goshen Building Department dated September 30, 2021 by Paralegal, Carla Newcomer who mailed the Order by certified mail with return receipt requested and by first-class mail on September 30, 2021.

This comes for a hearing before the City of Goshen Board of Public Works and Safety on November 1, 2021 to review the September 30, 2021 Order of the City of Goshen Building Department. The City of Goshen Building Department appears by Building Inspector Ryan Conrad. Derek Doss fails to appear at the hearing.

Evidence was presented and arguments heard. The Board of Public Works and Safety being duly advised in the condition of the buildings and/or premises at 204 S. Main Street, Goshen, Indiana now finds that the present condition of the buildings and/or premises are unsafe because the buildings and/or premises are in an impaired structural condition that makes it unsafe to a person or property requirements of a statute or ordinance.

In particular, the Board finds that the present condition of the buildings and/or premises are in violation of the following sections of Title 6, Article 3, Chapter 1 of the Goshen City Code:

The real estate is unsafe within the meaning of Indiana Code § 36-7-9-4 in that one or more buildings or structures on the real estate are in an impaired structural condition that make it unsafe to a person or property and dangerous to person or property because of a violation of Goshen City Code Title 6, Article 3, Chapter 1 concerning building condition or maintenance

The following violations of Section 6, Article 3, Chapter 1 of the Goshen City Code were cited by the Goshen Building Department inspector and have not been satisfactorily repaired or remedied:

1. Handrails for the stairways are not firmly fastened and are not capable of supporting normally imposed loads. (violation of Section 6.3.1.1(f)).
2. Tenant has removed smoke detectors on the property. (violation of Section 6.3.1.8(h)).

3. The smoke detectors have been removed or have not been installed in the rooms used for sleeping, or the common areas of the premises including the basement. (violation of Section 6.3.1.8(b)).
4. The door to the bedroom cannot be opened or closed and it has fallen off of its hinges and has not been reattached. (violation of Section 6.3.1.1(a)).
5. The building has windows that are cracked, broken, do not work properly, and are not weather tight. (violation of Section 6.3.1.1(d)).
6. The bathroom floor in the building has peeling linoleum. The floor around the toilet was not constructed properly and is not impervious to water and is not sanitary (violation of Section 6.3.1.4(b)).
7. The dwelling does not have a working toilet or a sink that is in good working condition. (violation of Section 6.3.1.2(b)).
8. There are holes in the walls throughout the dwelling that need to be repaired . (violation of Section 6.3.1.1(b)).
9. Evidence of insect infestation in premises. (violation of Section 6.3.1.6 (b)(4)).
10. Cracked switch plates and exterior light fixtures are in disrepair. (violation of Section 6.3.1.4(g)).

The Board of Public Works and Safety AFFIRMS/MODIFIES the original Order of the City of Goshen Building Department and enters the Order as follows:

You are ordered to repair or rehabilitate the building to bring it into compliance with the Neighborhood Preservation Ordinance by December 6, 2021. In particular, you are ordered to make the following corrections:

1. Reattach handrail in stairwell
2. Replace smoke detectors that have been removed by tenant
3. Reattach and the bedroom door so that it can be opened and closed
4. Repair or replace broken or cracked windows
5. Repair floors in bathrooms and remove deteriorating materials so that they are impervious to water.
6. Repair or replace broken toilets
7. Clean or replace aerator in bathroom faucet to allow proper water pressure and replace missing handle from sink fixture
8. Repair holes in walls
9. Exterminate insects to eliminate infestation
10. Replace outside electrical fixtures and secure electrical wiring.
11. Replace cracked switch plate.

In the event that you fail to comply with this Order, the City of Goshen may take action to make the required corrections and will bill you for the costs of such work, including, the actual cost of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts

can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

In the event that you fail to comply with this Order, the City of Goshen may pursue action in a court in Elkhart County to seek fines and costs.

You are entitled to appeal these findings of facts and this Order to the Elkhart Circuit Court or Elkhart Superior Court by filing a verified complaint within ten (10) days of the date of this action. Should you fail to file a verified complaint within the specified period of time, then your right to appeal this action would be forfeited.

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe building and/or premises affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe building and/or premises, you must also supply City of Goshen Building Commissioner, Myron Grise with the full name, address and telephone number of the other person taking a substantial property interest in the unsafe building and/or premises, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Grise's office is located at 204 East Jefferson Street, Goshen, Indiana 46528, or you may contact him at (574) 534-2104. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This Order of the City of Goshen Board of Public Works and Safety is issued on November 2, 2021.

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me the undersigned, a Notary Public, appeared the City of Goshen Board of Public Works and Safety by Jeremy P. Stutsman, Mayor, and acknowledged the execution of the foregoing Order on November 2, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

County of residence: Elkhart

---

Notary Public  
Printed: Carla J. Newcomer  
My commission expires: June 22, 2025

This instrument was prepared by Bodie J. Stegelmann, Goshen City Attorney, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Bodie J. Stegelmann).

### CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Order of the City of Goshen Board of Public Works and Safety dated November 2, 2021 for the premises at 724 S. Main Street, Goshen, Indiana, was served upon Derek Doss 17601 County Road 40, Goshen, IN 46526 on November 2, 2021.

\_\_\_\_\_ Sending a copy by certified mail to the residence.

\_\_\_\_\_ Sending a copy by regular first-class mail to the address of the person to be notified.

---

Carla Newcomer, Paralegal  
City of Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528

## ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

November 16, 2021

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Ron Davidhizar  
203 Middlebury Street  
Goshen, IN 46528

RE: Premises at 214 Clinton Street Goshen, Indiana

You are notified as a person holding a substantial property interest in the real estate at 214 E. Clinton Street, Goshen, Indiana, that the building at this location is in violation of the Goshen City Code as set forth in more detail below.

The Goshen Building Department inspected the subject real estate on September 15, 2021. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited.

The real estate is unsafe within the meaning of Indiana Code § 36-7-9-4 in that one or more buildings or structures on the real estate are in an impaired structural condition that makes it unsafe to a person or property a public health hazard dangerous to person or property because of a violation of Goshen City Code Title 6, Article 3, Chapter 1 concerning building condition or maintenance, vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Goshen City Code Title 6, Article 3, Chapter 1.

The following violations of Title 6, Article 3, Chapter 1 of the Goshen City Code were cited by the Goshen Building Department inspector and have not been satisfactorily repaired or remedied:

1. The structure was damaged in a fire on May 15, 2021 and the structural strength of the exterior walls of the property is insufficient (violation of Section 6.3.1.1 v).
2. The property is vacant and not secured, with multiple areas that are accessible to people and animals to enter the property (violation of Section 6.3.1.1 ff).

These violations make the premises at 214 E. Clinton Street, Goshen unsafe.

The attached Fire Report dated May 15, 2021 states that the value of the property prior to the fire is \$75,000.00 and the property loss from the fire is \$75,000.00.

Due to the unsafe nature of the building because of the fire, you are ordered to **DEMOLISH** and remove the unsafe building.

In the event that you fail to comply with this Order, the City of Goshen will take action to demolish the building and will bill you for the costs of such work, including, the actual cost of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

Page 2

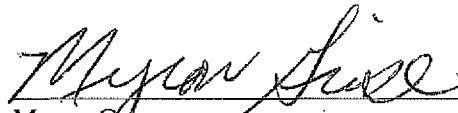
You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Monday, December 6, at 2:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence. The Goshen Board of Public Works and Safety will have the right to affirm, rescind or modify this Order.

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe buildings affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe buildings, you must also supply Goshen Building Commissioner, Myron Grise with the full name, address and telephone number of the other person taking a substantial property interest in the unsafe buildings and/or premises, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Grise's office is located at 204 East Jefferson Street, Goshen, Indiana 46528, or you may contact him at (574) 534-2104. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This Order of the City of Goshen Building Commissioner is issued on November 16, 2021


City of Goshen Building Department

  
Myron Grise  
Building Commissioner

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 214 E. Clinton Street, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on November 16, 2021:

To: Ron Davidhizar  
203 Middlebury Street  
Goshen, IN 46528

  
Carla Newcomer, Paralegal  
City of Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528



**A** FDID 20009 State IN Incident Date 05 15 2021 Station 001 Incident Number 0002580 Exposure 000  Delete  Change  No Activity **NFIRS-1 Basic**

**B Location Type**  Check this box to indicate that the address for this incident is provided on the Wildland Fire Module in Section B, "Alternative Location Specification." Use only for wildland fires. Census Tract \_\_\_\_\_

Street address 214 E CLINTON \_\_\_\_\_  
 Number/Milepost Prefix Street or Highway Street Type Suffix

Intersection  
 In front of  
 Rear of  
 Adjacent to  
 Directions  
 U.S. National Grid

Goshen IN 46526 \_\_\_\_\_  
 City State ZIP Code

\_\_\_\_\_  
 Cross Street, Directions or National Grid, as applicable

**C Incident Type** 111 Building fire  
 Incident Type

**E1 Dates and Times** Month Day Year Hour Min  
 Alarm 05 15 2021 0533  
 ARRIVAL required, unless canceled or did not arrive

Arrival 0539  
 CONTROLLED optional, except for wildland fires

Controlled  
 Last Unit Cleared 0840  
 LAST UNIT CLEARED, required except for wildland fires

**E2 Shifts and Alarms** Local Option  
 A 001  
 Shift or Platoot Alarms District

**E3 Special Studies** Local Option  
 Special Study ID# \_\_\_\_\_ Special Study Value \_\_\_\_\_

**D Aid Given or Received**  None

1  Mutual aid received  
 2  Auto. aid received  
 3  Mutual aid given  
 4  Auto. aid given  
 5  Other aid given

Their FDID \_\_\_\_\_ Their State \_\_\_\_\_  
 Their Incident Number \_\_\_\_\_

**F Actions Taken** 81 Incident command  
 Primary Action Taken (1)  
11 Extinguishment by fire service personnel  
 Additional Action Taken (2)  
86 Investigate  
 Additional Action Taken (3)

**G1 Resources**  Check this box and skip this block if an Apparatus or Personnel Module is used.

Suppression	Apparatus	Personnel
EMS	_____	_____
Other	_____	_____

Check box if resource counts include aid received resources.

**G2 Estimated Dollar Losses and Values** Required for all fires if known. Optional for non-fires. None

Property \$ 000 , 075 , 000   
 Contents \$ 000 , 005 , 000

PRE-INCIDENT VALUE: Optional  
 Property \$ 000 , 075 , 000   
 Contents \$ 000 , 005 , 000

**Completed Modules**  
 Fire-2  
 Structure Fire-3  
 Civilian Fire Cas.-4  
 Fire Service Cas.-5  
 EMS-6  
 HazMat-7  
 Wildland Fire-8  
 Apparatus-9  
 Personnel-10  
 Arson-11

**H1 Casualties**  None  
 Deaths Injuries  
 Fire Service \_\_\_\_\_  
 Civilian \_\_\_\_\_

**H2 Detector** Required for confined fires.  
 Detector alerted occupants  
 Detector did not alert them  
 Unknown

**H3 Hazardous Materials Release**  None

1  Natural gas: slow leak, no evacuation or HazMat actions  
 2  Propane gas: <21-lb tank (as in home BBQ grill)  
 3  Gasoline: vehicle fuel tank or portable container  
 4  Kerosene: fuel burning equipment or portable storage  
 5  Diesel fuel/fuel oil: vehicle fuel tank or portable storage  
 6  Household solvents: home/office spill, cleanup only  
 7  Motor oil: from engine or portable container  
 8  Paint: from paint cans totaling <55 gallons  
 0  Other: special HazMat actions required or spill > 55 gal  
 (Please complete the HazMat form.)

**Mixed Use Property**  Not mixed

10  Assembly use  
 20  Education use  
 33  Medical use  
 40  Residential use  
 51  Row of stores  
 53  Enclosed mall  
 58  Business & residential  
 59  Office use  
 60  Industrial use  
 63  Military use  
 65  Farm use  
 00  Other mixed use

**J Property Use**  None

**Structures**

131 <input type="checkbox"/> Church, place of worship	341 <input type="checkbox"/> Clinic, clinic-type infirmary	539 <input type="checkbox"/> Household goods, sales, repairs
161 <input type="checkbox"/> Restaurant or cafeteria	342 <input type="checkbox"/> Doctor/Dentist office	571 <input type="checkbox"/> Gas or service station
162 <input type="checkbox"/> Bar/Tavern or nightclub	361 <input type="checkbox"/> Prison or jail, not juvenile	579 <input type="checkbox"/> Motor vehicle/boat sales/repairs
213 <input type="checkbox"/> Elementary school, kindergarten	419 <input checked="" type="checkbox"/> 1- or 2-family dwelling	599 <input type="checkbox"/> Business office
215 <input type="checkbox"/> High school, junior high	429 <input type="checkbox"/> Multifamily dwelling	615 <input type="checkbox"/> Electric-generating plant
241 <input type="checkbox"/> College, adult education	439 <input type="checkbox"/> Rooming/Boarding house	629 <input type="checkbox"/> Laboratory/Science laboratory
311 <input type="checkbox"/> Nursing home	449 <input type="checkbox"/> Commercial hotel or motel	700 <input type="checkbox"/> Manufacturing plant
331 <input type="checkbox"/> Hospital	459 <input type="checkbox"/> Residential, board and care	819 <input type="checkbox"/> Livestock/Poultry storage (barn)
	464 <input type="checkbox"/> Dormitory/Barracks	882 <input type="checkbox"/> Non-residential parking garage
	519 <input type="checkbox"/> Food and beverage sales	891 <input type="checkbox"/> Warehouse

**Outside**

124 <input type="checkbox"/> Playground or park	936 <input type="checkbox"/> Vacant lot	981 <input type="checkbox"/> Construction site
655 <input type="checkbox"/> Crops or orchard	938 <input type="checkbox"/> Graded/Cared for plot of land	984 <input type="checkbox"/> Industrial plant yard
669 <input type="checkbox"/> Forest (timberland)	946 <input type="checkbox"/> Lake, river, stream	
807 <input type="checkbox"/> Outdoor storage area	951 <input type="checkbox"/> Railroad right-of-way	
919 <input type="checkbox"/> Dump or sanitary landfill	960 <input type="checkbox"/> Other street	
931 <input type="checkbox"/> Open land or field	961 <input type="checkbox"/> Highway/Divided highway	
	962 <input type="checkbox"/> Residential street/driveway	

Look up and enter a Property Use code and description only if you have NOT checked a Property Use box.

Property Use \_\_\_\_\_ Code \_\_\_\_\_  
 Property Use Description

NFIRS-1 Revision 01/01/05

**K1 Person/Entity Involved**

Local Option \_\_\_\_\_ Business Name (if applicable) \_\_\_\_\_ Area Code **574** Phone Number **536** **1559**

Check this box if same address as incident location (Section B). Then skip the three duplicate address lines.

**Mr.** **Ms.** **Mrs.** **Ron** \_\_\_\_\_ **Davidhizer** \_\_\_\_\_  
 First Name MI Last Name Suffix

Number Prefix Street or Highway Street Type Suffix

Post Office Box Apt./Suite/Room City

State ZIP Code

More people involved? Check this box and attach Supplemental Forms (NFIRS-1S) as necessary.

**K2 Owner**  Same as person involved? Then check this box and skip the rest of this block.

Local Option \_\_\_\_\_ Business Name (if applicable) \_\_\_\_\_ Area Code \_\_\_\_\_ Phone Number \_\_\_\_\_

Check this box if same address as incident location (Section B). Then skip the three duplicate address lines.

Mr. Ms. Mrs. \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
 First Name MI Last Name Suffix

Number Prefix Street or Highway Street Type Suffix

Post Office Box Apt./Suite/Room City

State ZIP Code

**L** **Remarks:**

**SCOTT MCDOWELL**  
**May 16, 2021 18:11:02**

#21-1663

#21-Gos1803

More remarks? Check this box and attach Supplemental Forms (NFIRS-1S) as necessary.

**M Authorization**

Officer in charge ID **5** Signature \_\_\_\_\_ Position of rank **Battalion** Assignment **OIC** Month **05** Day **15** Year **2021**

Member making report ID **5** Signature \_\_\_\_\_ Position of rank **Battalion** Assignment **OIC** Month **05** Day **15** Year **2021**

Check box if same as Officer in charge.

<b>A</b>	20009	IN	MM 05	DD 15	YYYY 2021	001	0002580	000	<input type="checkbox"/> Delete	<b>NFIRS-1S Supplemental</b>
FDID	★	State	★	Incident Date	★	Station	Incident Number	★	Exposure	

**K1 Person/Entity Involved** Tenant

Local Option Business Name (if applicable)

574 - 500 - 5196  
Area Code Phone Number

Check this box if same address as incident location. Then skip these three duplicate address lines.

Mr., Ms., Mrs. **Ricky** MI **Lieberenz** Suffix

Number Prefix Street or Highway Street Type Suffix

Post Office Box Apt./Suite/Room City

State ZIP Code

**K1 Person/Entity Involved** 736 - 280 - 8218

Local Option Business Name (if applicable)

Area Code Phone Number

Check this box if same address as incident location. Then skip these three duplicate address lines.

Mr., Ms., Mrs. **Unknown** MI **N/A** Suffix

216 Number Prefix Street or Highway Street Type Suffix

Post Office Box Apt./Suite/Room City

State ZIP Code

**K1 Person/Entity Involved**

Local Option Business Name (if applicable)

Area Code Phone Number

Check this box if same address as incident location. Then skip these three duplicate address lines.

Mr., Ms., Mrs. MI Last Name Suffix

Number Prefix Street or Highway Street Type Suffix

Post Office Box Apt./Suite/Room City

State ZIP Code

**K1 Person/Entity Involved**

Local Option Business Name (if applicable)

Area Code Phone Number

Check this box if same address as incident location. Then skip these three duplicate address lines.

Mr., Ms., Mrs. MI Last Name Suffix

Number Prefix Street or Highway Street Type Suffix

Post Office Box Apt./Suite/Room City

State ZIP Code

**K1 Person/Entity Involved**

Local Option Business Name (if applicable)

Area Code Phone Number

Check this box if same address as incident location. Then skip these three duplicate address lines.

Mr., Ms., Mrs. MI Last Name Suffix

Number Prefix Street or Highway Street Type Suffix

Post Office Box Apt./Suite/Room City

State ZIP Code

**E3**

**Supplemental Special Studies**

Local Option

**NFIRS-1S  
Supplemental**

1    
Special Study ID# Special Study Value

2    
Special Study ID# Special Study Value

3    
Special Study ID# Special Study Value

4    
Special Study ID# Special Study Value

5    
Special Study ID# Special Study Value

6    
Special Study ID# Special Study Value

7    
Special Study ID# Special Study Value

8    
Special Study ID# Special Study Value

**L**

**Remarks:**

Local Option

**A** FDID 20009 State IN Incident Date MM 05 DD 15 YYYY 2021 Station 001 Incident Number 0002580 Exposure 000  Delete  Change **NFIRS-2 Fire**

**B Property Details**

**B1** 1  Not Residential  
Estimated number of residential living units in building of origin whether or not all units became involved.

**B2** 1  Buildings not involved  
Number of buildings involved

**B3**       None  Less than one acre  
Acres burned (outside fires)

**C On-Site Materials or Products**  None  
Complete if there were any significant amounts of commercial, industrial, energy, or agricultural products or materials on the property, whether or not they became involved.

Enter up to three codes. Check one box for each code entered.

On-site material (1)     

On-site material (2)     

On-site material (3)     

**On-Site Materials Storage Use**

1  Bulk storage or warehousing  
2  Processing or manufacturing  
3  Packaged goods for sale  
4  Repair or service  
U  Undetermined

**D Ignition**

**D1** 21 Bedroom - < 5 persons; included are jail or pr...  
Area of fire origin

**D2** 10 Heat from powered equipment, other  
Heat source

**D3** 32 Bedding; blanket, sheet, comforter  
Item first ignited  Check box if fire spread was confined to object of origin.

**D4** 71 Fabric, fiber, cotton, blends, rayon, wool  
Type of material first ignited Required only if item first ignited code is 00 or <70.

**E1 Cause of Ignition**  Check box if this is an exposure report.

1  Intentional  
2  Unintentional  
3  Failure of equipment or heat source  
4  Act of nature  
5  Cause under investigation  
U  Cause undetermined after investigation

**E2 Factors Contributing to Ignition**  None

12 Heat source too close to combustibles.  
Factor contributing to ignition (1)

      
Factor contributing to ignition (2)

**E3 Human Factors Contributing to Ignition**

Check all applicable boxes  None

1  Asleep  
2  Possibly impaired by alcohol or drugs  
3  Unattended person  
4  Possibly mentally disabled  
5  Physically disabled  
6  Multiple persons involved  
7  Age was a factor

Estimated age of person involved     

1  Male 2  Female

**F1 Equipment Involved in Ignition**  None   141 Heater, excluding catalyt...  
Equipment Involved

Brand      Unknown  
Model      Unknown  
Serial #      N/A  
Year     

**F2 Equipment Power Source** 10 Electrical, other  
Equipment Power Source

**F3 Equipment Portability** 1  Portable 2  Stationary

Portable equipment normally can be moved by one or two persons, is designed to be used in multiple locations, and requires no tools to install.

**G Fire Suppression Factors**  None

Enter up to three codes.

      
Fire suppression factor (1)

      
Fire suppression factor (2)

      
Fire suppression factor (3)

**H1 Mobile Property Involved**  None

1  Not involved in ignition, but burned  
2  Involved in ignition, but did not burn  
3  Involved in ignition and burned

      
Mobile property model

                
License Plate Number State VIN

           
Year

Structure fire? Please be sure to complete the Structure Fire form (NFIRS-3).

**H2 Mobile Property Type and Make**

      
Mobile property type

      
Mobile property make

**Local Use**  Pre-Fire Plan Available  
Some of the information presented in this report may be based upon reports from other agencies:

Arson report attached  
 Police report attached  
 Coroner report attached  
 Other reports attached

NFIRS-2, Revision 01/01/05

<b>I1 Structure Type</b> ☆ If fire was in an enclosed building or a portable/mobile structure, complete the rest of this form. <ul style="list-style-type: none"> <li>1 <input checked="" type="checkbox"/> Enclosed building</li> <li>2 <input type="checkbox"/> Portable/mobile structure</li> <li>3 <input type="checkbox"/> Open structure</li> <li>4 <input type="checkbox"/> Air-supported structure</li> <li>5 <input type="checkbox"/> Tent</li> <li>6 <input type="checkbox"/> Open platform (e.g., piers)</li> <li>7 <input type="checkbox"/> Underground structure (work areas)</li> <li>8 <input type="checkbox"/> Connective structure (e.g., fences)</li> <li>0 <input type="checkbox"/> Other type of structure</li> </ul>	<b>I2 Building Status</b> ☆ <ul style="list-style-type: none"> <li>1 <input type="checkbox"/> Under construction</li> <li>2 <input checked="" type="checkbox"/> In normal use</li> <li>3 <input type="checkbox"/> Idle, not routinely used</li> <li>4 <input type="checkbox"/> Under major renovation</li> <li>5 <input type="checkbox"/> Vacant and secured</li> <li>6 <input type="checkbox"/> Vacant and unsecured</li> <li>7 <input type="checkbox"/> Being demolished</li> <li>0 <input type="checkbox"/> Other</li> <li>U <input type="checkbox"/> Undetermined</li> </ul>	<b>I3 Building Height</b> ☆ Count the roof as part of the highest story. <p>002</p> Total number of stories at or above grade. <p>01</p> Total number of stories below grade.	<b>I4 Main Floor Size</b> ☆ <p style="text-align: right;">NFIRS-3 Structure Fire</p> <p>00, 001, 200</p> Total square feet <p style="text-align: center;">OR</p> <p>0, 040 BY 0, 030</p> Length in feet      Width in feet
--	--	--	--

<b>J1 Fire Origin</b> ☆ <p>001</p> Story of fire origin <p><input type="checkbox"/> Below grade</p>	<b>J3 Number of Stories Damaged by Flame</b> ☆ Count the roof as part of the highest story. <p>001</p> Number of stories w/minor damage (1 to 24% flame damage) <p>002</p> Number of stories w/significant damage (25 to 49% flame damage) <p></p> Number of stories w/heavy damage (50 to 74% flame damage) <p></p> Number of stories w/extreme damage (75 to 100% flame damage)	<b>K Type of Material Contributing Most to Flame Spread</b> <p><input type="checkbox"/> Check if no flame spread OR if same as Material First Ignited (Block D4, Fire Module) OR if unable to determine. → Skip to Section L</p> <p><b>K1</b> 32 Bedding; blanket, sheet, comforter</p> Item contributing most to flame spread <p><b>K2</b> 71 Fabric, fiber, cotton, blends, rayon, wool</p> Type of material contributing most to flame spread      Required only if item contributing code is 00 or <70.
<b>J2 Fire Spread</b> ☆ If fire spread was confined to object of origin, do not check a box (Ref. Block D3, Fire Module). <ul style="list-style-type: none"> <li>2 <input type="checkbox"/> Confined to room of origin</li> <li>3 <input type="checkbox"/> Confined to floor of origin</li> <li>4 <input checked="" type="checkbox"/> Confined to building of origin</li> <li>5 <input type="checkbox"/> Beyond building of origin</li> </ul>		

<b>L1 Presence of Detectors</b> ☆ (In area of the fire) <p>N <input type="checkbox"/> None Present → Skip to Section M</p> <p>1 <input type="checkbox"/> Present</p> <p>U <input checked="" type="checkbox"/> Undetermined</p>	<b>L3 Detector Power Supply</b> <ul style="list-style-type: none"> <li>1 <input type="checkbox"/> Battery only</li> <li>2 <input type="checkbox"/> Hardwire only</li> <li>3 <input type="checkbox"/> Plug-in</li> <li>4 <input type="checkbox"/> Hardwire with battery</li> <li>5 <input type="checkbox"/> Plug-in with battery</li> <li>6 <input type="checkbox"/> Mechanical</li> <li>7 <input type="checkbox"/> Multiple detectors &amp; power supplies</li> <li>0 <input type="checkbox"/> Other</li> <li>U <input type="checkbox"/> Undetermined</li> </ul>	<b>L5 Detector Effectiveness</b> Required if detector operated. <ul style="list-style-type: none"> <li>1 <input type="checkbox"/> Alerted occupants, occupants responded</li> <li>2 <input type="checkbox"/> Alerted occupants, occupants failed to respond</li> <li>3 <input type="checkbox"/> There were no occupants</li> <li>4 <input type="checkbox"/> Failed to alert occupants</li> <li>U <input type="checkbox"/> Undetermined</li> </ul>
<b>L2 Detector Type</b> <ul style="list-style-type: none"> <li>1 <input type="checkbox"/> Smoke</li> <li>2 <input type="checkbox"/> Heat</li> <li>3 <input type="checkbox"/> Combination smoke and heat</li> <li>4 <input type="checkbox"/> Sprinkler, water flow detection</li> <li>5 <input type="checkbox"/> More than one type present</li> <li>0 <input type="checkbox"/> Other</li> <li>U <input type="checkbox"/> Undetermined</li> </ul>	<b>L4 Detector Operation</b> <ul style="list-style-type: none"> <li>1 <input type="checkbox"/> Fire too small to activate</li> <li>2 <input type="checkbox"/> Operated → Complete Block L5</li> <li>3 <input type="checkbox"/> Failed to operate → Complete Block L6</li> <li>U <input type="checkbox"/> Undetermined</li> </ul>	<b>L6 Detector Failure Reason</b> Required if detector failed to operate. <ul style="list-style-type: none"> <li>1 <input type="checkbox"/> Power failure, shutoff, or disconnect</li> <li>2 <input type="checkbox"/> Improper installation or placement</li> <li>3 <input type="checkbox"/> Defective</li> <li>4 <input type="checkbox"/> Lack of maintenance, includes not cleaning</li> <li>5 <input type="checkbox"/> Battery missing or disconnected</li> <li>6 <input type="checkbox"/> Battery discharged or dead</li> <li>0 <input type="checkbox"/> Other</li> <li>U <input type="checkbox"/> Undetermined</li> </ul>

<b>M1 Presence of Automatic Extinguishing System</b> ☆ <p>N <input checked="" type="checkbox"/> None Present → Complete rest of Section M</p> <p>1 <input type="checkbox"/> Present</p> <p>2 <input type="checkbox"/> Partial System Present</p> <p>U <input type="checkbox"/> Undetermined</p>	<b>M3 Operation of Automatic Extinguishing System</b> Required if fire was within designed range. <ul style="list-style-type: none"> <li>1 <input type="checkbox"/> Operated/effective (go to M4)</li> <li>2 <input type="checkbox"/> Operated/Not effective (go to M4)</li> <li>3 <input type="checkbox"/> Fire too small to activate</li> <li>4 <input type="checkbox"/> Failed to operate (go to M5)</li> <li>0 <input type="checkbox"/> Other</li> <li>U <input type="checkbox"/> Undetermined</li> </ul>	<b>M5 Reason for Automatic Extinguishing System Failure</b> Required if system failed or not effective. <ul style="list-style-type: none"> <li>1 <input type="checkbox"/> System shut off</li> <li>2 <input type="checkbox"/> Not enough agent discharged</li> <li>3 <input type="checkbox"/> Agent discharged but did not reach fire</li> <li>4 <input type="checkbox"/> Wrong type of system</li> <li>5 <input type="checkbox"/> Fire not in area protected</li> <li>6 <input type="checkbox"/> System components damaged</li> <li>7 <input type="checkbox"/> Lack of maintenance</li> <li>8 <input type="checkbox"/> Manual intervention</li> <li>0 <input type="checkbox"/> Other</li> <li>U <input type="checkbox"/> Undetermined</li> </ul>
<b>M2 Type of Automatic Extinguishing System</b> Required if fire was within designed range of AES. <ul style="list-style-type: none"> <li>1 <input type="checkbox"/> Wet-pipe sprinkler</li> <li>2 <input type="checkbox"/> Dry-pipe sprinkler</li> <li>3 <input type="checkbox"/> Other sprinkler system</li> <li>4 <input type="checkbox"/> Dry chemical system</li> <li>5 <input type="checkbox"/> Foam system</li> <li>6 <input type="checkbox"/> Halogen-type system</li> <li>7 <input type="checkbox"/> Carbon dioxide (CO<sub>2</sub>) system</li> <li>0 <input type="checkbox"/> Other special hazard system</li> <li>U <input type="checkbox"/> Undetermined</li> </ul>	<b>M4 Number of Sprinkler Heads Operating</b> Required if system operated. <p></p> Number of sprinkler heads operating	