



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

Regular Meeting Agenda

**2:00 p.m. June 7, 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 – May 17

Approval of Agenda

- (1) Encroachment into Right-of-way: Portion of patio at 638 River Race – E. Moore
- (2) Wastewater Treatment Plant Change Order 3, JN: 2019-0025A
- (3) Amended Agreement – PeopleLink Staffing
- (4) Grant Agreement: Center for Business Excellence
- (5) Grant Agreement: Historical Society
- (6) Grant Agreement: Goshen Theater
- (7) Grant Agreement: Chamber of Commerce
- (8) Grant Agreement: Downtown Goshen Inc.
- (9) Grant Agreement: South Bend – Elkhart Regional Partnership
- (10) Release of Temporary Easements, SR 15 & Waterford Mills Pkwy



- (11) Utilities Street Closure: 400-block Gra-Roy
- (12) Utilities Street Closure: 600-block Gra-Roy
- (13) Closure of Greene Rd, JN: 2021-0002
- (14) Sidewalk 50/50 Program Agreements, JN: 2021-0001

Privilege of the Floor

Approval of Civil City and Utility Claims

*Adjournment*





## **MINUTES of May 17, 2021 Regular Meeting**

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

Held 2:00 p.m. Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Chair Jeremy Stutsman, Member Mary Nichols, Member Mike Landis

Absent: None

Minutes of May 10, 2021 were presented.

**Landis/Nichols moved to approve the minutes of May 10, 2021 as presented. Passed 3-0**

Mayor Stutsman suggested adding Open Bids for 217 Wilden Purchase.

**Landis/Nichols moved to add Bids for 217 Wilden Avenue and approve the agenda as amended. Passed 3-0**

#### Open Bids: 217 Wilden Avenue

Mayor Stutsman opened the sealed bids:

Habitat for Humanity of Elkhart County, Inc. - \$8,500.00

Lloyd and Phyllis Yoder of Middlebury, Indiana - \$16,100.00

**Mayor Stutsman/Landis moved to refer bids to the Legal Department. Passed 3-0**

#### Special Event Tabled from May 3: "Move for the Movement"

Sarah Virgil, Founder/President of Roller-skate to Liberate, was present to discuss route changes presented by Mayor Stutsman.

**Landis/Nichols moved to approve "Move for the Movement" on June 12 from 1 p.m. to 3:30 p.m. to use City Park trails and coordinate with the Parks Department and to use the City Parking lot located by Goshen Brewing Co. Passed 3-0**



### 213 South Main Street Parking Spaces Use Request

Rebecca Haab, representing Twisted Britches Boutique, presented the request.

Landis asked if this would affect any of the surrounding businesses. Haab stated that most of the surrounding businesses would be closed on Sunday and the storefront directly beside her is not open yet.

Street Commissioner David Gibbs stated he would bring and set up cones to block off the spaces.

**Landis/Nichols moved to approve the closure of five parking spaces in front of 231 South Main Street on Sunday June 6, 2021 from 10 a.m. to 5 p.m. for a business anniversary celebration. Passed 3-0**

### Agreement for Purchase of Six Electric-assisted Bicycles

Paralegal Carla Newcomer presented the packet memo.

Grant Writer/Public Educator Theresa Sailor spoke about the function of the bikes, their intended purpose. Encouraged all City staff to experience the electric-assisted bikes. Added that a policy regarding the bikes will be brought to the Board.

Landis asked why six bikes were purchased. Sailor replied the department was confident that it was a good starting number.

Danny Jones of Lincoln Ave. Cycling and Fitness demonstrated one of the e-bikes. Clerk-Treasurer Adam Scharf asked his recommendation on indoor or outdoor storage. Jones said, like any bicycle, indoor storage is recommended.

**Landis/Nichols moved to approve and execute the Agreement for six Electric Assisted Bicycles with Lincoln Avenue Cycling and Fitness, Inc. Passed 3-0**

### Agreement with Peerless Midwest for Well Cleaning and Maintenance

Newcomer presented the packet memo.

Water and Sewer Superintendent Kent Holdren stated this is an annual well cleaning; separate from another recent agreement.

**Landis/Nichols moved to approve and execute the Agreement for Well Cleaning and Maintenance with Peerless Midwest, Inc. for \$45,575.00. Passed 3-0**



Resolution 2021-14: Waste Disposal Form Authorization

City Attorney Bodie Stegelmann presented the packet memo.

**Landis/Nichols moved to approve Resolution 2021-14 authorizing Jim Kerezman to execute a certain Waste/Material Profile Form associated with the disposal of potassium cyanide. Passed 3-0**

Acceptance of Temporary Easement at 217 West Wilden Avenue

Legal Compliance Administrator Shannon Marks presented the packet memo.

**Landis/Nichols moved to accept the Temporary Easement at 217 West Wilden Avenue from the City of Goshen, Indiana, for the Use and Benefit of its Department of Redevelopment, and authorize the Mayor to execute the Acceptance. Passed 3-0**

Resolution 2021-13: InDOT Local Roads and Bridges Matching Grant Agreement

Marks presented the packet memo.

**Landis/Nichols moved to pass and adopt Resolution 2021-13 – Local Roads and Bridges Matching Grant Agreement with InDOT for Reconstruction Work along Madison Street and College Avenue. Passed 3-0**

Agreement for Network Installation at Police Training Facility, JN: 2018-0014

Director of Public Works Dustin Sailor presented the packet memo.

Stegelmann explained that a bid from Teledata was received after the deadline due to a death in the family of a Teledata employee. Added that the Small Purchase Policy states that the Board of Public Works and Safety determines if a late bid may be accepted. Bid was received on May 12, 2021 and the amount was well below the other bids. Members and counsel agreed that the large difference between Teledata bid and next lowest bid made collusion seem very unlikely.

Engineering Inspector Andrew Lund verified that Teledata has been to the site since the revised extent of the work and stated he did not share any bid amount or information regarding the other bidders.

Discussion on the bid followed.

**Landis/Nichols moved to approve the Agreement with Teledata for the Network Installation at the Goshen Police Training Facility in the amount of \$15,760.40. Passed 3-0**



Change Order No. 1 for Douglas, Reynolds, and 16<sup>th</sup> Street, JN: 2020-0017

D. Sailor presented the packet memo with a power point presentation explain the work that has been done. (*Attached as Exhibit C*)

D. Sailor explained the change was due to areas of soil under the asphalt being an unsuitable subgrade.

**Landis/Nichols moved to approve Change Order No. 1 for the Douglas, Reynolds, and 16<sup>th</sup> Streets projects in the amount of an additional \$153,803.50 and three additional days. Passed 3-0**

Eisenhower Drive North and South Closures, JN: 2020-0013

D. Sailor presented the packet memo.

**Landis/Nichols moved to approve the separate road closure and lane closures of Eisenhower Drive North and Eisenhower Drive South, west of Dierdorff Road, from May 18 until July 30, 2021. Passed 3-0**

Pickwick Manor Lane Restrictions for Concrete Paving, JN: 2021-002

D. Sailor presented the packet memo.

**Landis/Nichols moved to approve the Concrete Paving Project lane restrictions in Pickwick Manor on May 17 thru June 18, 2021. Passed 3-0**

Goshen Hospital – High Park Water Tap Termination

D. Sailor presented the packet memo.

Clerk-Treasurer Adam Scharf added that work has already begun.

*No formal action was taken.*

Privilege of the Floor

No one spoke.



Building Commissioner Order: 308 East Plymouth Avenue

Building Department and Planning/Zoning Inspector Travis Eash presented the violations. (*Memo and photographs attached as Exhibit A*)

Eash and Assistant Building Commissioner Myron Grise spoke on the issues still remaining at the property. Grise added that some of the repairs do not comply with state code and more problems are known but were not stated in the Order. Added that workmanship was poor.

Property Owner Cecil Bontrager stated that the issues presented in the Order have been fixed and presented his own pictures of repairs he completed. (*Attached as Exhibit B*) Bontrager stated that he has owned the house for approximately 20 years and plans to rent out the house. Bontrager commented that it would not be a house "you or I would live in." Said he believes the repairs done have met what the Order stated. Added that he would prefer 60 days to make further repairs.

Landis asked about any continued water damage that may occur and how long the repairs to the roof are expected to last. Stated that not every problem can be listed on an Order and that the current Order gives enough of an explanation for all of the issues at the residence for Bontrager to repair. Landis commented that City Ordinances are in place to keep the City looking nice and create a beautiful neighborhood for everyone to enjoy.

Stegelmann explained the actions the Board can vote on; discussion followed on the extent and quality of the repairs done at the property.

**Mayor Stutsman/Nichols moved to extend the hearing until the July 12 Board of Public Works and Safety and Stormwater meeting under the conditions that the owner pull the correct permits. Passed 3-0**

Reschedule Meeting from May 31 to June 1, 2021

**Mayor Stutsman/Nichols moved to reschedule the May 31 meeting to June 1, 2021 at 2 p.m. Passed 3-0**

**Stutsman/Nichols moved to approve Civil City and Utility claims and adjourn. Passed 3-0**

Adjournment at 3:24 p.m.

*Exhibit A: Order of the Building Commissioner (21 pages)*

*Exhibit B: Documentation provided by Cecil Bontrager (14 pages)*

*Exhibit C: Slide presentation for Douglas/Reynolds reconstruction soil stabilization change order (8 pages)*

[Signatures on following page]



APPROVED

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Jeremy Stutsman, Chair

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Michael Landis, Member

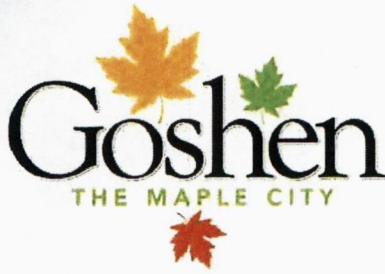
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Mary Nichols, Member

ATTEST

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Adam Scharf, Clerk-Treasurer



**Building Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 5 • Goshen, IN 46528-3405

Phone (574) 534-1811 • Fax (574) 533-8626 • TDD (574) 534-3185  
building@goshencity.com • www.goshenindiana.org

## **MEMORANDUM**

**TO: BOARD OF PUBLIC WORKS**

**From: GOSHEN BUILDING DEPARTMENT (TRAVIS EASH)**

**Date: MAY 17, 2021**

**Subject: 308 E PLYMOUTH**

This morning I inspected the property at 308 E Plymouth Avenue. The owner has attempted repairs over the few days with no permits pulled for any of the work. The workmanship of the repairs is very poor, several violations still exist. The owner has covered up the violations rather than correcting them. (ex. Roof, flooring, ceilings, shower, furnace duct)

The original inspection was conducted on September 17, 2020. Little work had been done on the property until the last couple weeks. According to the Utilities Office there has been little to no water usage since October of 2018.

Thank You,

Goshen Building Department



## ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

April 15, 2021

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Cecil Bontrager  
61818 County Road 33  
Goshen, IN 46528

RE: Premises at 308 E. Plymouth, Goshen, Indiana

You are notified as a person holding a substantial property interest in the real estate at 308 E. Plymouth, 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 308 E. Plymouth Avenue. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The real estate was reinspected on March 8, 2021 which showed no significant improvement to the real estate.

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, 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 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. Furnace needs to be assessed to ensure that it is in good working condition (violation of Section 6.3.1.3 (e)).
2. All duct work needs to be properly connected and in good working condition (violation of Section 6.3.1.3(g)).
3. Bathroom is missing a working tub or shower. (violation of Section 6.3.1.2(c)).
4. Junction boxes are missing covers and electrical wiring is exposed. (violation of Section 6.3.1.1(a)).
5. Ceilings materials collapsed and/or missing (violation of Section 6.3.1.1(b)).
6. Floor boards are rotten and floor coverings are torn (violation of Section 6.3.1.1 (b)).
7. Plumbing system is not properly connected (violation of Section 6.3.1.2(b)).
8. Chipping and peeling paint and unpainted surfaces exposed to elements (violation of Section 6.3.1.1(g)).



ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

RE: Premises at 308 E. Plymouth Avenue, Goshen

Page 2

April 15, 2021

These violations make the premises at 308 E. Plymouth Avenue, Goshen unsafe.

You are ordered to repair or rehabilitate the unsafe building to bring it into compliance with standards for building condition or maintenance required for human habitation, occupancy or use so that the buildings and structures are in compliance with Title 6, Article 3, Chapter 1 of the Goshen City Code by May 21, 2021. In particular, you are ordered to make the following corrections:

1. Access furnace to insure it is good working order.
2. Install working shower and or tub and install shower surround to cover exposed structural members.
3. Cover exposed electrical wiring and cover junction boxes.
4. Repair or replace collapsed ceiling.
5. Repair or replace rotten floor boards and torn flooring.
6. Connect plumbing system and insure it is in proper working order.
7. List correction to be made.

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.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Monday, May 17, 2021 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.

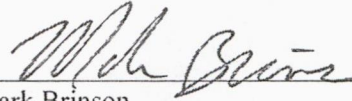
You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence. The Goshen Board of Public Works and Safety will 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 building 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, you must also supply Community Development Director Mark Brinson 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. Brinson's office is located at 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, or you may contact him at (574) 537-3824. 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.

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER  
RE: Premises at 308 E. Plymouth Avenue, Goshen  
Page 3  
April 15, 2021

This Order of the City of Goshen Building Commissioner is issued on April 15, 2021

City of Goshen Building Department

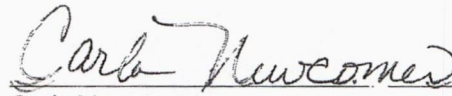


Mark Brinson  
Community Development Director

### CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 308 E. Plymouth Avenue, 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 April 15, 2021

To: Cecil Bontrager  
61818 County Road 33  
Goshen, IN 46528



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





5/17/2021: 8:25:04 AM





5/17/2021: 8:23:08 AM









5/17/2021: 8:23:16 AM









5/17/2021: 8:24:59 AM





5/17/2021 8:46:11 AM





5/17/2021: 8:03:38 AM





5/17/2021 8:23:02 AM





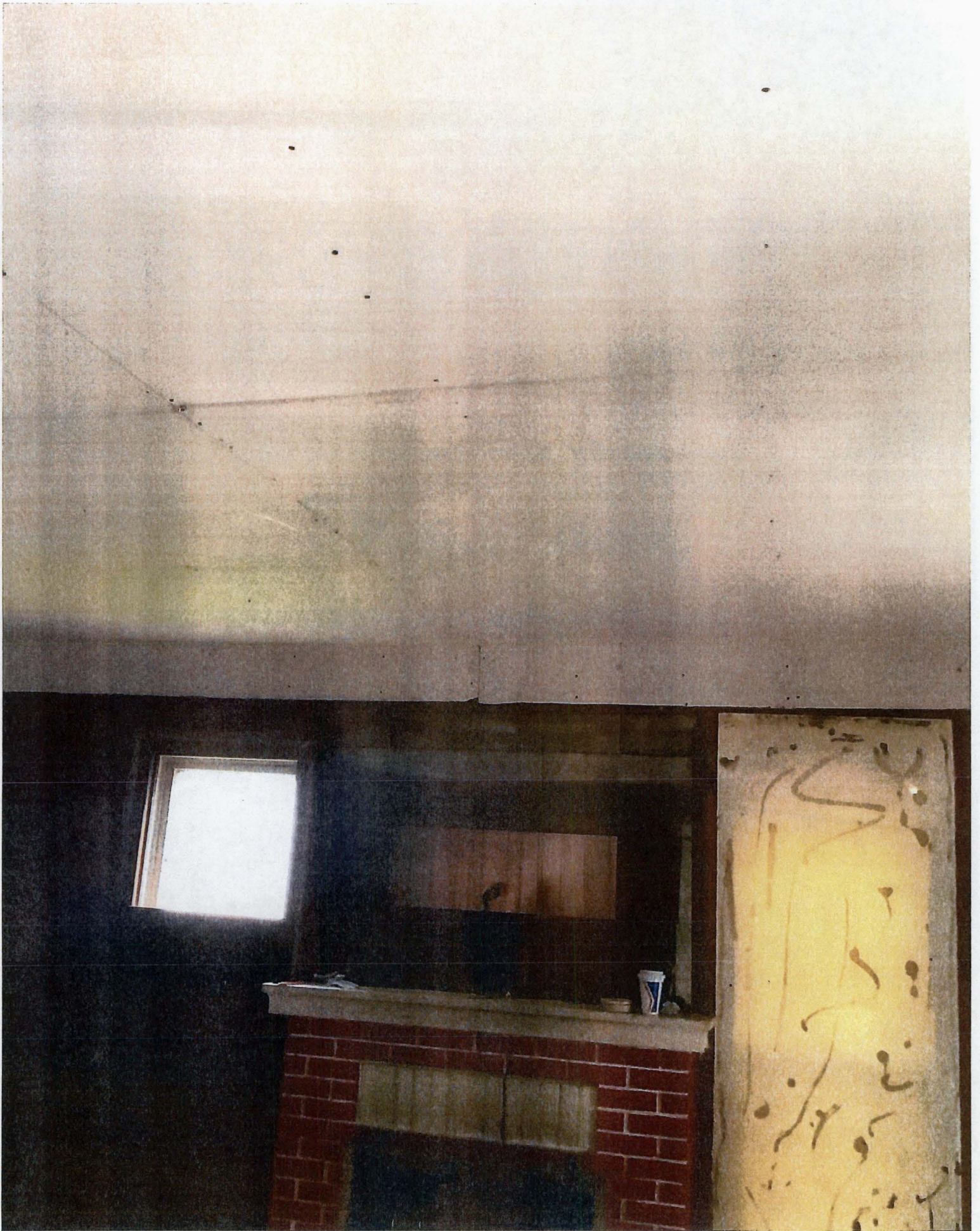
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MAY 13 2021





MAY 13 2021





Building Department

City of Goshen

204 E Jefferson St • Goshen, Indiana 46528

Phone: 574-534-1811 • Fax:

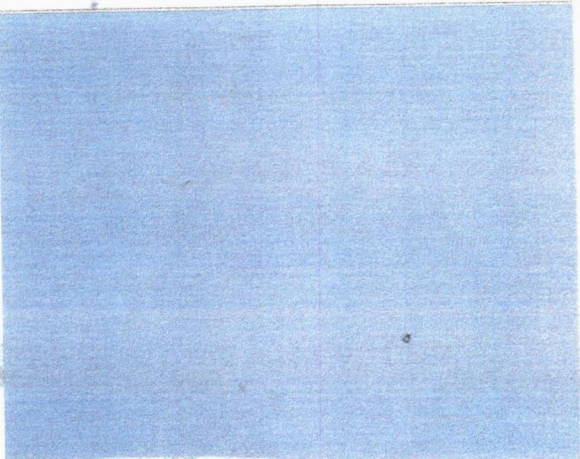
building@goshencity.com • www.goshenindiana.org/building-department

March 12, 2021

Cecil J Bontrager  
61818 County Rd 33  
Goshen, IN 46528

RE: Unsafe Vacant Property at 308 E Plymouth Ave

Dear Cecil J Bontrager:



The City of Goshen inspected the vacant property at 308 E Plymouth Ave on 3/8/2021. As a result of the inspection, the building has been determined to be unsafe because it is not maintained in a manner that allows human habitation. The inspection identified numerous code violations that must be corrected to bring the property into compliance with the Goshen Neighborhood Preservation Ordinance.

**6.3.1.3(g)**

**Duct Systems**

NPO

Duct systems shall be maintained free of obstruction and shall properly function.

All duct work needs to be properly connected and in good working condition.

**6.3.1.2(c)**

**Bathroom - Tub/Shower**

NPO

Every dwelling unit, except as otherwise permitted under Subsection (d) shall contain within a room which affords privacy to a person within said room, a bathtub or a shower in good working condition and properly connected to a water and sewer system if available; if no sewer is available, to a septic tank system approved by the City of Goshen.

Bathroom does not have a working tub or shower. It has been removed.

All exposed/water damaged structural members around shower need to be replaced. Shower surround installed and shower connected properly and in good working condition.

*Completed*

**6.3.1.3(e)**

**Heat Supply**

NPO

Every dwelling shall have heating facilities which are properly installed, maintained in safe and good working condition, and are capable of safely and adequately heating all habitable rooms, bathrooms, and rooms in every dwelling unit located therein to a temperature of at least sixty-five (65) degrees Fahrenheit, and whenever the outside winter conditions are at least zero (0) degrees Fahrenheit. Unvented fuel burning space heaters shall not be used to provide primary heating.

Furnace needs to be assessed to ensure it is in good working condition.

*Completed*

**6.3.1.1(a)**

**Safe and Satisfactory Condition of Facility, Equipment, Utility**

NPO

Every supplied facility, piece of equipment, or utility which is required under this Code Article shall be so constructed or installed that it will function safely and effectively, and shall be



maintained in satisfactory working condition. All electrical systems, fuel connections, mechanical systems or plumbing systems must be in property working order and maintained in a manner that the systems will work safely.

Electrical system needs to be assessed to ensure it is working properly and safely.

All open junction boxes need to have covers installed, and all exposed electrical wiring need to be in conduit. 3

**6.3.1.1(b)**

**Privacy, Weather Tight, Good Repair - Interior**

NPO

Every foundation, floor, wall, ceiling, and roof shall be reasonably weather tight and rodent proof; shall be capable of affording privacy, and shall be kept in good repair. All foundation systems must be firmly supported and free from open cracks and breaks. All foundation systems must be capable of supporting all nominal loads and capable of resisting all load effects.

All collapsed/removed ceilings need to be repaired or replaced. 4

My latest inspection on March 8th there was a significant leak in the kitchen ceiling. With the new evidence of a leak and the age and condition of the roof, the roof needs to be assessed and repaired or replaced. 5

All rotten floor boards need to be replaced. 6

All torn flooring need to be replaced. 7

**6.3.1.2(b)**

**Bathroom - Sink and Toilet**

NPO

Every dwelling unit, except as otherwise permitted under Subsection (d), shall contain a room which affords privacy to a person within said room, and which is equipped with a flush toilet and a bathroom sink in good working condition, properly connected to a water and sewer system if available; if no sewer is available, to a septic system approved by the City of Goshen. 8

S trap under bathroom sink needs to be changed and plumbing system properly connected.

**6.3.1.1(g)**

**Unpainted Surfaces - Exterior**

NPO

All wood and metal surfaces, including but not limited to, window frames, doors, door frames, cornices, porches and trim shall be maintained in good condition. All painted surfaces shall be properly coated and weather tight. 9.

Newly installed spindles need to be painted or otherwise weather protected. All other areas of exposed wood need to be painted. All chipping and peeling paint needs to be scrapped, paint chips properly eliminated and surfaces re-painted or weather protected in a different manner.

If addition, if the property is intended to be used as a rental, it will require registration with the Building Department.

Thank you for your cooperation in allowing the City of Goshen to conduct this inspection.

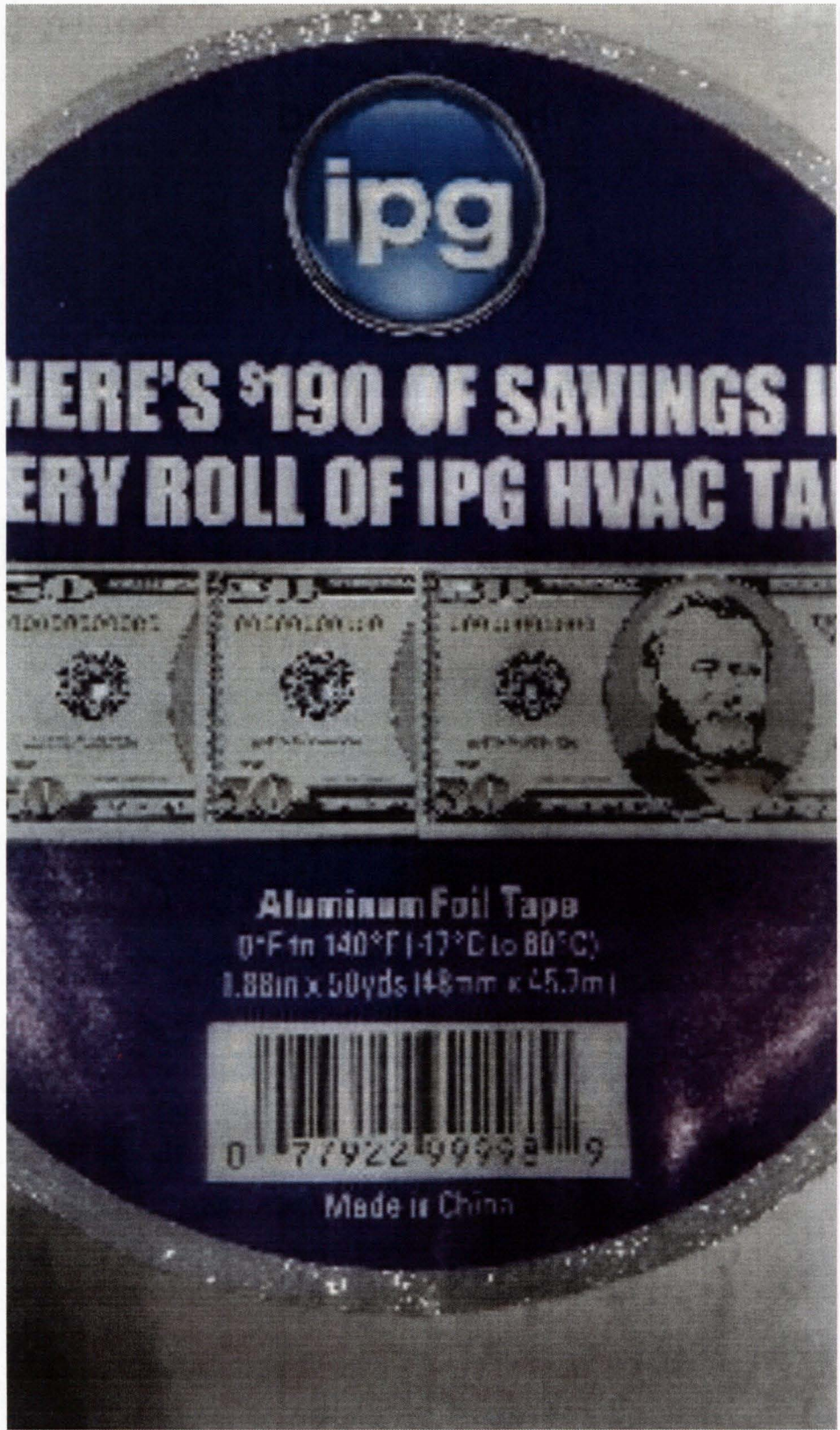
Respectfully,

Travis Eash  
Code Compliance Officer











11:16 ↗

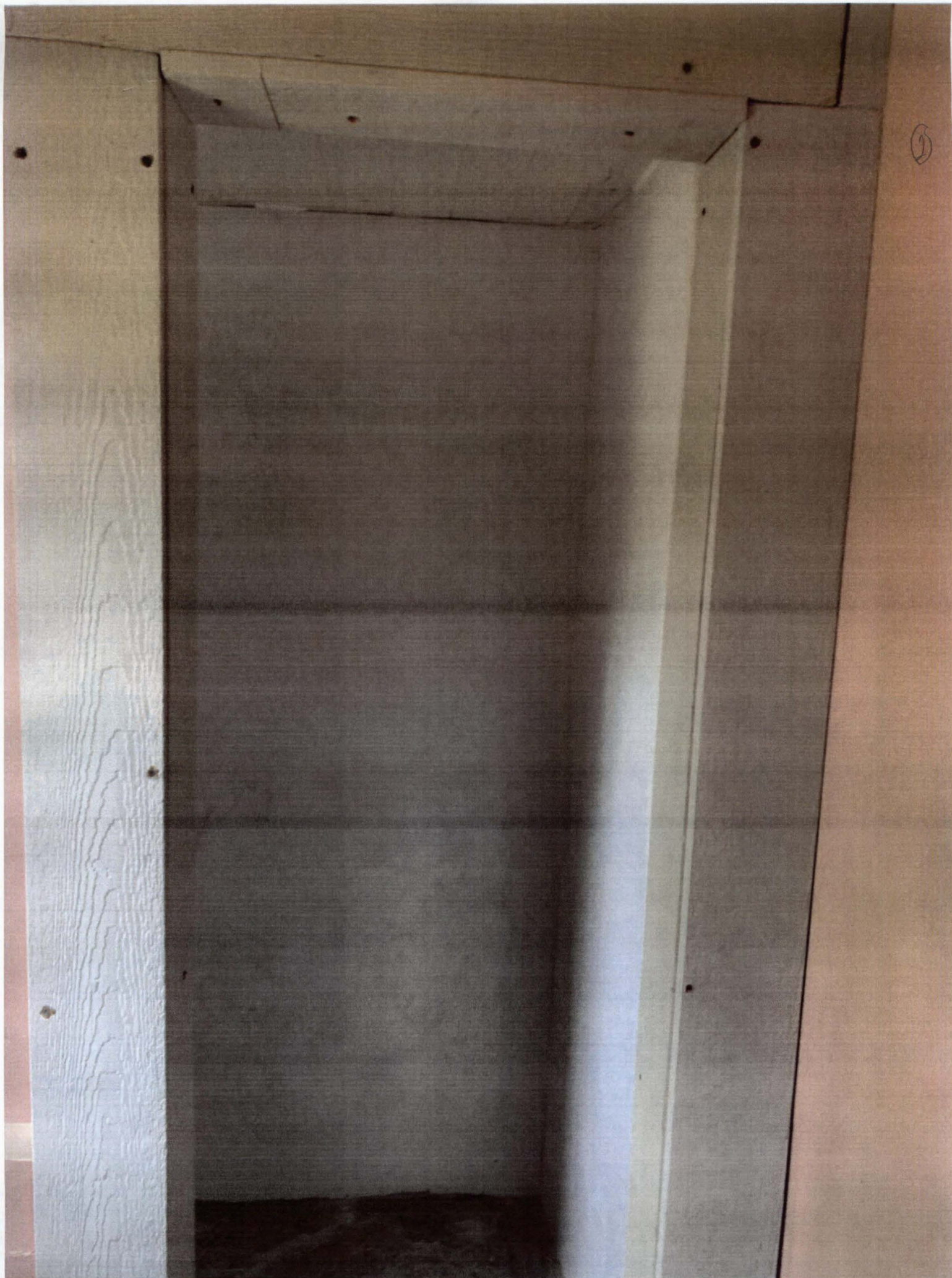


Done

Duct Tape.pdf

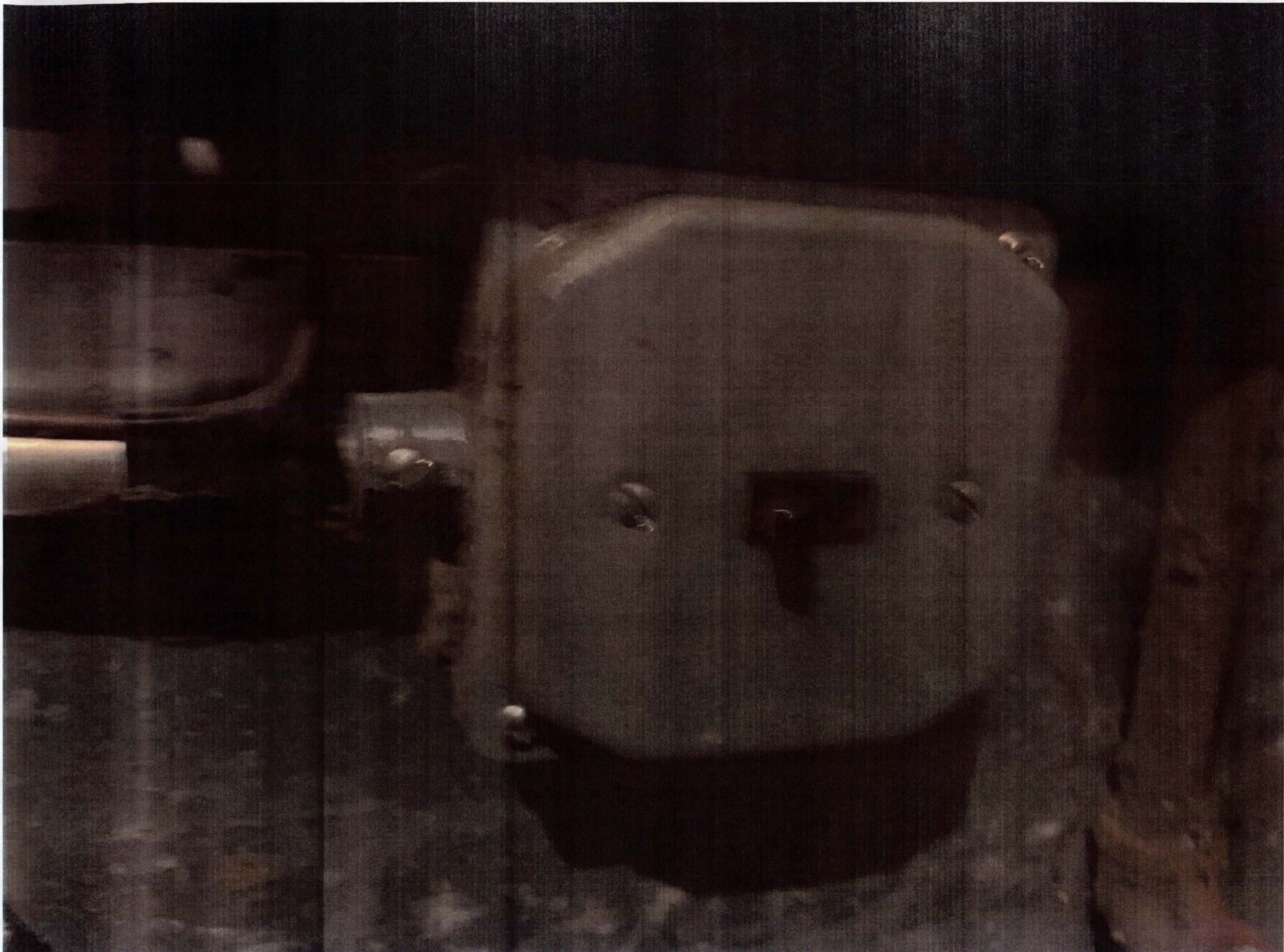




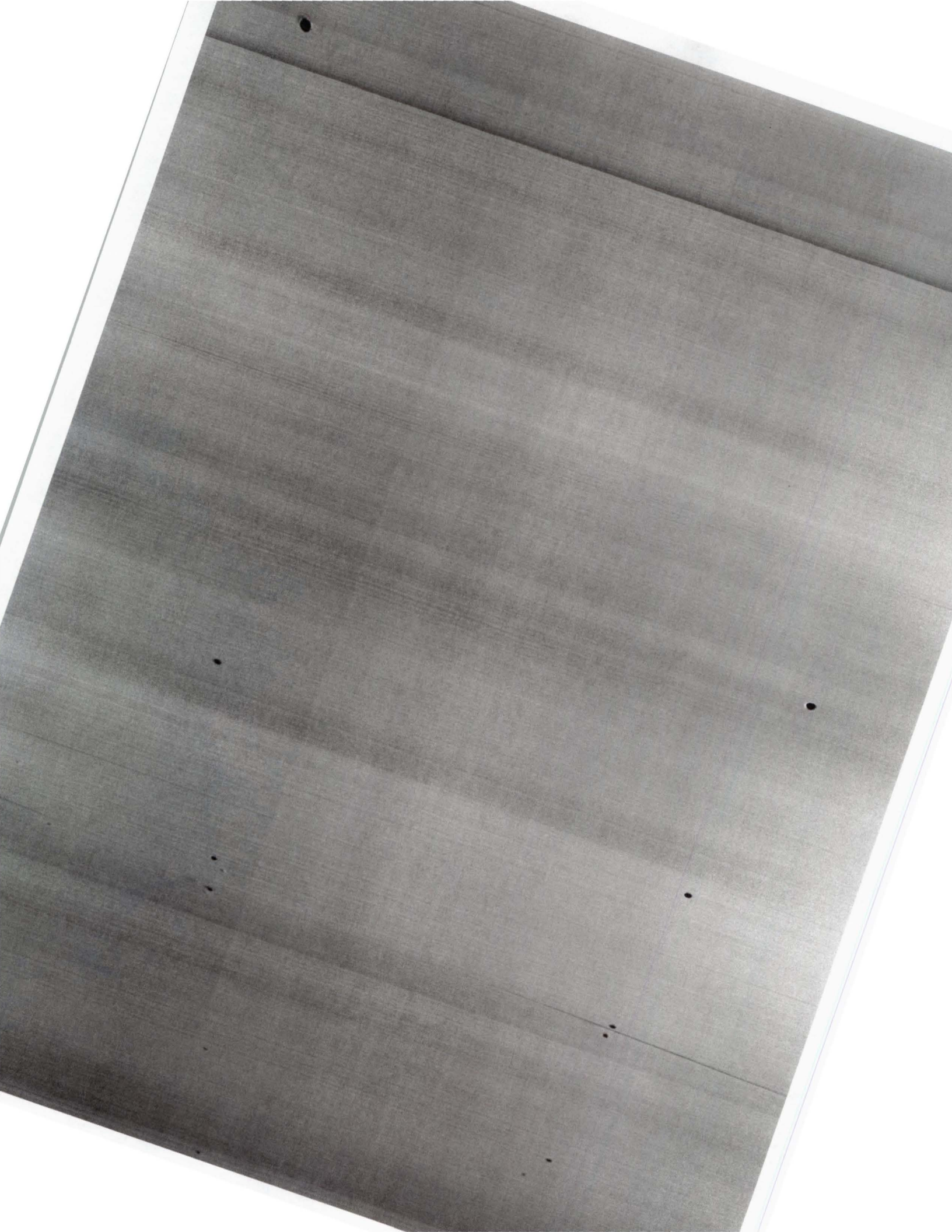


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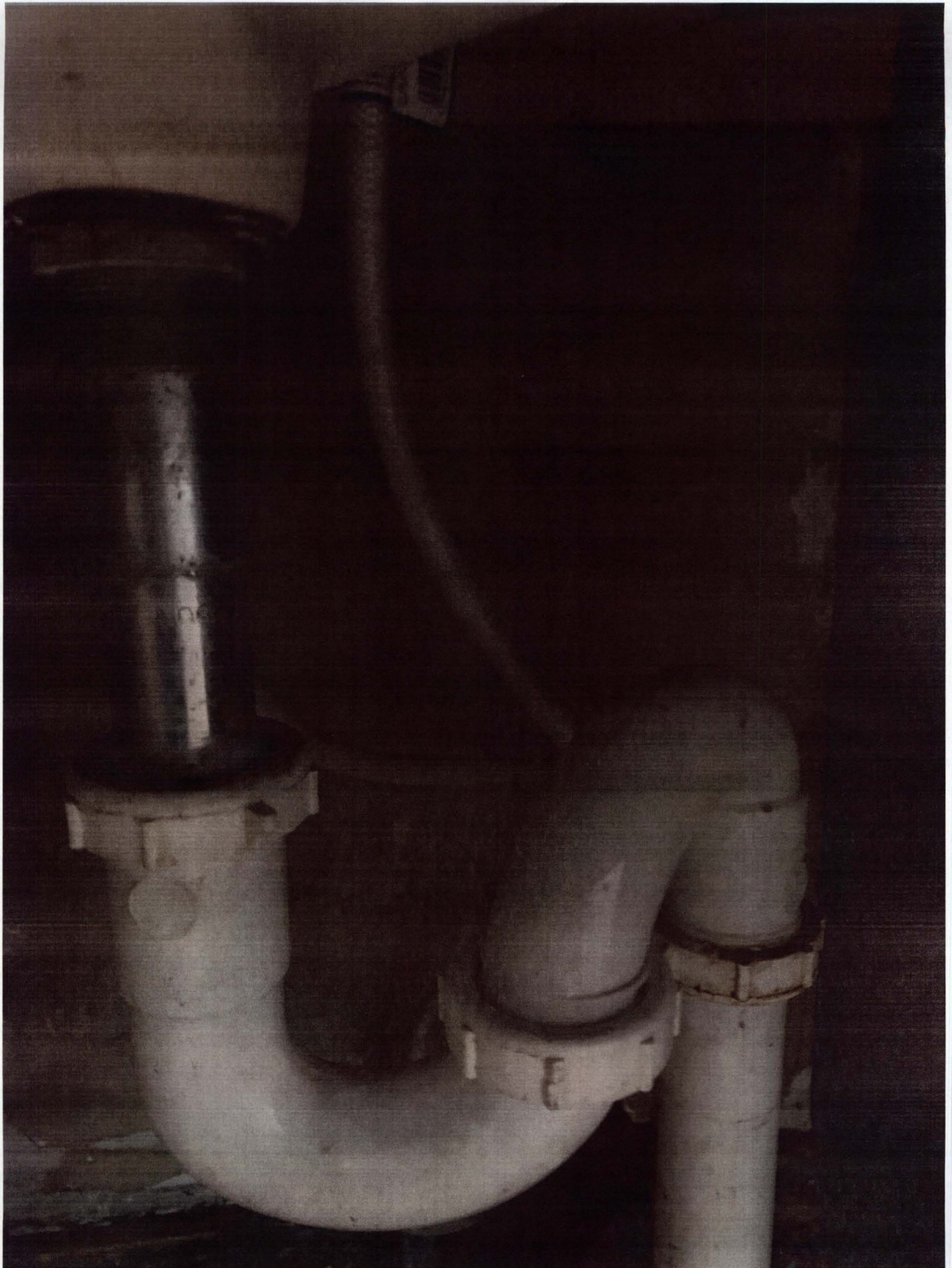




















05/10/2021 09:34AM





05/10/2021 09:35AM





05/10/2021 01:42PM





05/10/2021 02:57PM





05 / 13 / 2021 07 : 29 AM





05/13/2021 07:30AM





05/14/2021 08:01AM





05/14/2021 08:24AM





City Clerk-Treasurer

**CITY OF GOSHEN**

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

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

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

4 June 2021

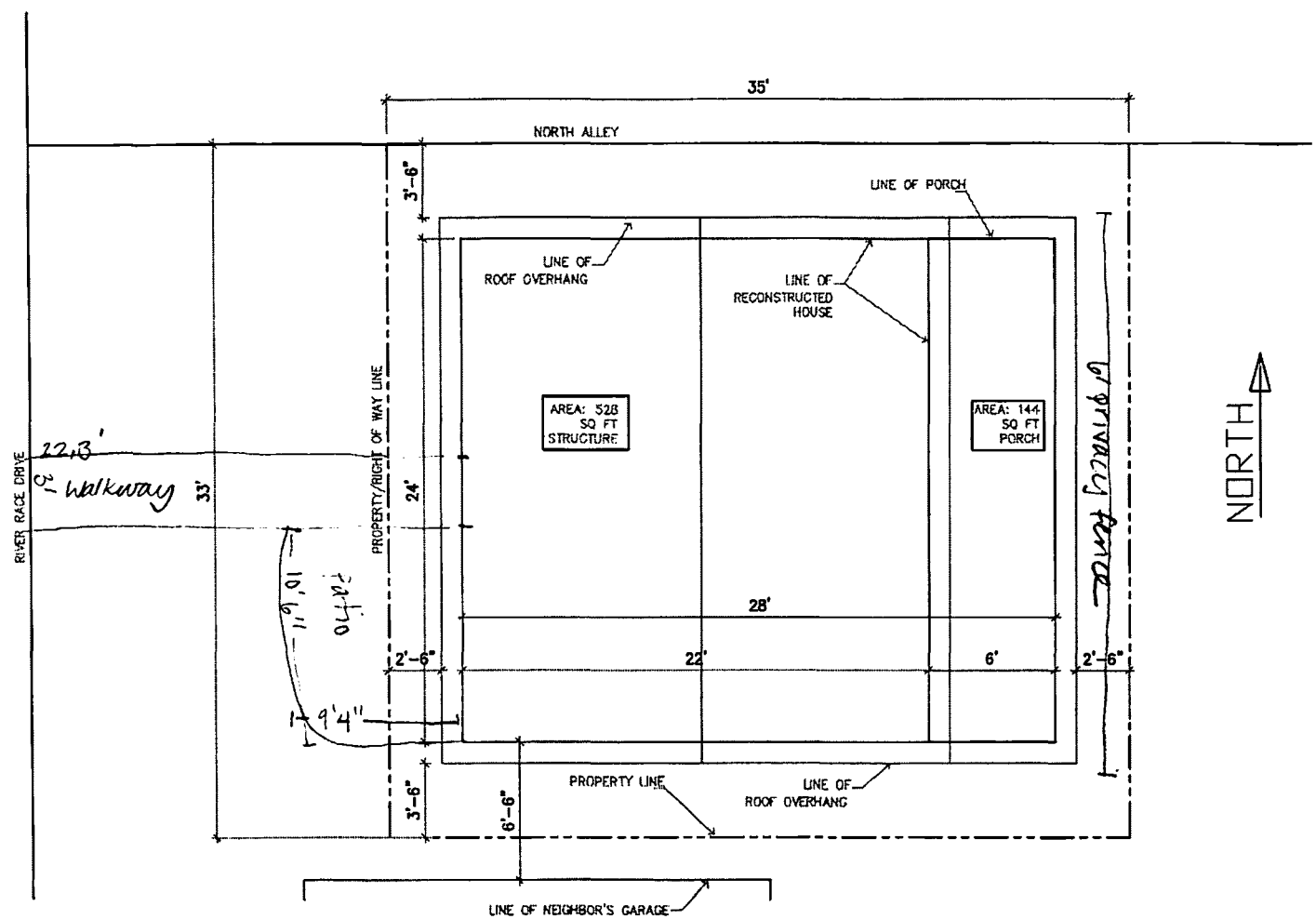
**To:** Board of Public Works & Safety

**From:** Adam Scharf, City Clerk-Treasurer

**Re:** Right-of-way encroachment at 638 River Race Drive

Emily Moore will request allowance for a portion of a patio at 638 River Race Dr. to encroach into the public right-of-way.





**SITE PLAN**  
SCALE: 3/16" = 1'-0"

621 1/2 SOUTH 3RD STREET  
GOSHEN, IN 46526



Phone / Fax 533-1448  
Mobile 596-1028

5/27/20 **MOORE RESIDENCE**





**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 Works Public and Safety

FROM: Engineering

RE: **WWTP IMPROVEMENTS PROJECT – CHANGE ORDER NO. 3  
(JN: 2019-0025A)**

DATE: June 7, 2021

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Donohue and Associates has kept a log of project changes for the Wastewater Treatment Plant (WWTP) Improvements Project to date and has prepared a change order at the request of the Engineering Department. The change order includes a total of 2 changes to the project, all additional costs. The changes include the following:

- Modification of a new wall in the Electrical Room of the Sludge Dewatering Building to accommodate an HVAC unit that required a different wall opening than what was designed for \$9,794.00
- Modification of overhead doors, masonry walls, piping, ductwork, and equipment to eliminate conflicts in the Sludge Dewatering Building for \$37,290.00

The change order is for a cost increase of \$47,084.00, which raises the total project cost to \$19,142,812.00. This change order is an increase of 0.2% and increases the total changes to date to 0.81%. The change order adds no time to the project schedule, though Kokosing has reserved the right to request additional time at a later date.

Donohue and Associates has taken responsibility for the additional costs associated with the wall modifications and has agreed to reduce their contract amount by the cost of that change (\$9,794.00).

The Engineering Department has reviewed this change order and recommends its approval.

**Requested motion: Move to approve Change Order No. 3 in the amount of \$47,084.00, with no change to the project schedule at this time.**



**CHANGE ORDER NO. 3**

CHANGE ORDER  
DATE OF ISSUANCE June 7, 2021

COMMENCEMENT OF  
CONTRACT TIME March 30, 2020

OWNER City of Goshen, Indiana CITY PROJECT NO. 2019-0025A

CONTRACTOR Kokosing Industrial

PROJECT Wastewater Treatment Plant Improvements – Project A ENG. PROJECT NO. 13503

ENGINEER Donohue & Associates, Inc.

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:

DESCRIPTION:

1. Make masonry wall repairs in the electrical room of the Sludge Dewatering Building to accommodate the HVAC equipment as detailed in RFP No. 23, dated April 14, 2021 (\$9,794.00).
2. Modify the overhead doors, process mechanical piping, plumbing piping, and ductwork in the Sludge Dewatering Building as detailed in RFP No. 24, dated April 16, 2021 (\$37,290.00)

REASON FOR CHANGE ORDER:

1. The specified HVAC equipment did not coincide with the designed masonry wall opening, requiring the opening to be modified.
2. The overhead doors were designed at a height of 16-ft, which conflicted with the design of various process mechanical pipes, plumbing pipes, and ductwork. The doors will be shortened to a height of 14-ft with additional masonry work to accommodate the revised door height and conflicting pipes and equipment will be relocated.

ATTACHMENTS:

1. April 14, 2021 RFP No. 23 from Donohue & Associates to Kokosing Industrial for proposed masonry changes.
2. April 26, 2021 Proposed Change Order No. 27 from Kokosing Industrial to Donohue & Associates for proposed masonry changes.
3. April 16, 2021 RFP No. 24 from Donohue & Associates to Kokosing Industrial for proposed door, masonry, piping, and ductwork changes in the Sludge Dewatering Building.
4. May 6, 2021 Proposed Change Order No. 28 from Kokosing Industrial to Donohue & Associates for proposed door, masonry, piping and ductwork changes in the Sludge Dewatering Building.

CHANGE IN CONTRACT PRICE
Original Contract Price: \$ <u>18,989,000.00</u>
Net increase (decrease) from previous Change Orders: \$ <u>106,728.00</u>
Net increase (decrease) of this Change Order: \$ <u>47,084.00</u>
Revised Contract Price: \$ <u>19,142,812.00</u>

CHANGE IN CONTRACT TIMES
Original Contract Times: <i>(days or dates)</i> Substantial Completion: <u>579 Calendar Days</u> Ready for Final Payment: <u>621 Calendar Days</u>
Net increase (decrease) from previous Change Orders: <i>(days)</i> Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u>
Net increase (decrease) of this Change Order: <i>(days)</i> Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u>
Revised Contract Times: <i>(days or dates)</i> Substantial Completion: <u>579 Calendar Days</u> Ready for Final Payment: <u>621 Calendar Days</u>



CONTRACTOR agrees that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impacts, delays, and accelerated costs. Other than the dollar amount and time allowance listed above, there shall be no other dollar or time compensation as a result of this Change Order.

---

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

RECOMMENDED:

APPROVED:

ACCEPTED:

By:   
ENGINEER (signature)

By: \_\_\_\_\_  
OWNER (signature)

By: \_\_\_\_\_  
CONTRACTOR (signature)

Date: 6/04/2021

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

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



CITY OF GOSHEN

REQUEST FOR PROPOSAL

TO: Matt Cordial  
Kokosing Industrial Inc.  
3862 N. Commercial Parkway  
Greenfield, IN 46260

REQUEST FOR PROPOSAL NO.: 023  
DATE: 4/14/2021  
PROJECT NAME: WWTP Improvements  
Project A

PROJECT NO.: 13503-A

Specification Reference: \_\_\_\_\_

Drawing Reference: 185-H-1 Drawing Date: \_\_\_\_\_

Attachments: Answered RFI 61 – 185-ACU-1 Unit

Please submit within fourteen calendar days of this request a proposal showing increase, decrease, or no change in contract price. Proposal shall be accompanied by a breakdown showing quantities, cost of material, equipment, labor, overhead and profit.

DESCRIPTION OF PROPOSAL CHANGE COVERED BY THIS REQUEST:


Please submit a proposal top revise the Building 185 electrical room air conditioning unit supply and discharge through the building wall and unit reloation as noted in the answered RFI 61.

REASON FOR CHANGE: Proposed openings were not compatible with 185 ACU equipment requirements.

SPECIAL INSTRUCTIONS: See attached answered RFI 061.

THIS REQUEST DOES NOT AUTHORIZE YOU TO PROCEED WITH THE ABOVE WORK NOR STOP PREVIOUSLY SCHEDULED WORK. Upon approval, a Contract Change Order will be issued.

YOUR PROPOSAL DUE DATE: 4/28/2021

By:   
Greg Garnes, P.E., Project Manager

4/14/2021  
Date



## RFI/CONTRACT CLARIFICATION / INTERPRETATION REQUEST

Clarification Request No. 061	Date: 04/02/2021
Contractor: Kokosing Industrial, Inc.	Specification Section / Drawing No.: 15750 – Self Contained Air Conditioner 185-H-1
Project: City of Goshen, WWTP Improvements, Project A	
Contract: 13503A	
<p>This is a request for a clarification / interpretation on the following: Please reference the wall mounted air conditioning unit 185-ACU-1 as shown on drawing 185-H-1 and on the equipment schedule on 999-H-2. When referencing the submittal documentation on this unit, there are two separate openings for the supply and return. According to the drawings, the unit is to be mounted 24" above finished grade. Drawing 185-A-3 shows a 2'-6"x2'-6" opening, 2'-0" AFG. The supply and return grilles are not aligning with the specified opening on the drawings. Should the opening be modified to match the supply/return heights shown on the specified ACU unit or was the intent to mount the unit in a different manner to utilize the specified opening shown on 185-A-3? Please verify.</p>	
Prepared By:	Date Response Needed:
<p>Response:</p> <p>In order to install 185-ACU-1 with bottom 2'-0" above finished grade the following modifications shall be made to the in-place electrical room wall.</p> <ol style="list-style-type: none"><li>1. The opening shown on the South Elevation on 185-A-3 shall be patched with CMU and split-face CMU veneer to match the adjacent wall.</li><li>2. New openings shall be made in the in-place wall to accommodate the installation of return and supply of 185-ACU-1. Coordinate new opening sizes and locations with ACU manufacturer. The new openings shall be located west of the existing opening to avoid being located under the overflow scupper. Install ACU at least 2'-0" clear of overflow scupper above.</li><li>3. The new openings shall be supported by Lintel L-1 on the Lintel Schedule S510. The cores below the bearing plates shall be grouted, and the 2 – 5/8" diameter anchor bolt shall be replaced with post-installed masonry anchor rods, Hilti HIT-HY 270 or equivalent.</li><li>4. Adjust outdoor weatherproof outlet west to avoid conflict with new ACU position.</li></ol>	
Prepared By: Carl Erickson, Cody Halbach	Date: 4/13/2021
Response Returned to Contractor On: 4/13/2021	
cc: City of Goshen:	







April 26, 2021

Gregory Garnes, P.E., BCEE  
Senior Wastewater Engineer/Project Manager  
Donohue & Associates, Inc.  
101 West Ohio Street, Suite 820  
Indianapolis, IN 46204

RE: Goshen Wastewater Treatment Plant Improvements Project A – RFP 023 – Sludge Dewatering 185-ACU-1 Masonry Wall Modifications at Electrical Room REV 2 06/01/2021

Dear Mr. Garnes,

This letter is in response to the Request for Proposal 023 dated April 14, 2021. Kokosing has evaluated this request and is submitting a proposal for the cost impacts associated with this modification. Kokosing proposes to perform the requested modifications for **Nine Thousand Seven Hundred Ninety-Four Dollars (\$9,794)**. This scope change is impacting the critical path of work at the Sludge Dewatering Building and will have an impact on the anticipated project schedule. Kokosing is unable to confirm the overall schedule impact until this change has been approved. The lintels specified in this proposal may take 3-4 weeks to receive upon approval. At this time, the 185-ACU-1 unit cannot be installed until this change has been approved for incorporation into the project. Upon approval, Kokosing will evaluate the overall schedule impact to the project and provide an updated completion date upon review. Attached to this proposal letter, you will find a cost breakdown for the work included in this proposal for your review.

#### Proposal Clarifications and Assumptions.

1. This proposal includes all labor, equipment, and material to modify the masonry openings at the electrical room for the 185-ACU-1 unit as specified in RFP 023. Two new galvanized steel lintels will be provided. The existing steel lintel will remain in the wall as installed and the existing opening will be blocked up and closed.
2. The interior coatings on the south wall of the electrical room will be touched up and repainted as necessary.
3. Due to the uneven surface of split face block, Kokosing recommends utilizing smooth block at the new duct penetrations to ensure a proper weathertight seal. This proposal includes the installation of smooth face block at the 185-ACU-1 duct penetrations.
4. The existing switchgear will be temporarily protected from dust/debris will this work is performed.



AN EQUAL  
OPPORTUNITY  
EMPLOYER





5. Kokosing is unable to install the 185-ACU-1 unit until these modifications have been incorporated into the project. This will impact Kokosing's ability to commission this unit and complete the associated electrical scope of work in this area until this unit is installed. Kokosing reserves its right to evaluate any additional project impacts and timing after this proposal is approved.
6. All work is to be performed during normal business hours.

Please feel free to contact me with any questions or concerns regarding this proposal.

Sincerely,

Matt Cordial  
Project Manager





Project: Goshen WWTP Improvements - Project A

KII Job Number 25338

Date: 26-Apr-21

DESCRIPTION:

RFP 023 - 185-ACU-1 Wall Modifications REV 2

		Cost	Fee	Total
A. LABOR:	Subtotal A:	\$ 981.63	\$ 147.24	\$ 1,128.87
		**See attached for Labor Breakdown		
B. EQUIPMENT:	Subtotal B:	\$ -	\$ -	\$ -
C. MATERIAL:	Subtotal C:	\$ 2,450.00	\$ 367.50	\$ 2,817.50
D. SUPPLEMENTAL CONSUMABLES/TOOLING:	Subtotal D:	\$ 234.17	\$ -	\$ 234.17
E. SUBCONTRACTOR:	<i>Fetters Construction</i>	\$ 4,926.33	\$ 246.32	\$ 5,172.65
	<i>Howard Painting</i>	\$ 280.00	\$ 14.00	\$ 294.00
F. INSURANCE/BOND	Subtotal F:	\$ 146.91	\$ -	\$ 146.91
GRAND TOTAL (A+B+C+D+E+F):		8,739	761	9,794



RFP 023 - 185-ACU-1 Wall Penetration Modifications  
Kokosing Labor Breakdown

CHANGE COORDINATION

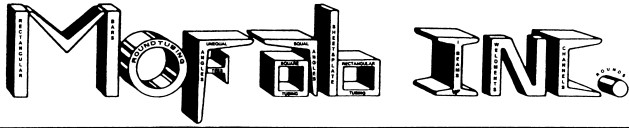
Item	Title	Mnhr	\$/HR	Total
1	Project Manager	4	\$ 83.50	\$ 333.99
2	Field Engineer	2	\$ 58.33	\$ 116.65
3	Change Coordinator	1	\$ 75.44	\$ 75.44
TEMPORARY PROTECTION AT GEAR				
1	Laborer	8	\$ 45.21	\$ 361.68
2	Labor Foreman	2	\$ 46.94	\$ 93.87

TOTAL KOKOSING LABOR \$ 981.63









1415 FAIRVIEW STREET • ANDERSON, IN 46016  
 PHONE: (765) 649-5577 • FAX: (765) 641-1567  
 E-MAIL: ESTIMATING@MOFABINC.COM

# CO QUOTATION

DATE: 4/19/21

**PRICE IS VALID  
FOR 30 DAYS**



ADDENDUMS REVIEWED: N/A

CUSTOMER:	Kokosing Industrial	ESTIMATED BY:	Max W. Hains II
ADDRESS:	3862 N. Commerical Pkwy	PROJECT NAME:	Goshen WWTP RFP #23- Bldng 185 ACU Mods
CITY, STATE, ZIP:	Greenfield, IN 46140	PROJECT LOCATION:	Goshen, IN
ATTENTION:	Kyle Vanderford, JR Marx	QUOTE NUMBER:	41921

ESTIMATED DELIVERY TIME: T.B.D.

F.O.B.: OUR TRUCK - JOBSITE

TERMS: NET 30

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
ONE LOT	MISC. METAL FABRICATIONS PER OUR ATTACHED SCOPE OF WORK AND LIST OF EXCLUSIONS.  FURNISHED AND DELIVERED ONLY, FOR THE SUM OF:		\$ 2,450.00  PLUS TAX IF APPLICABLE
<p><b>THANK YOU FOR THE OPPORTUNITY TO QUOTE. IF YOU HAVE ANY QUESTIONS OR NEED FURTHER ASSISTANCE PLEASE DO NOT HESITATE TO CALL.</b></p>			
			\$ 2,450.00

THIS IS AN ESTIMATE ONLY, NOT A CONTRACT FOR SERVICES. THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION OF THE CONTRACT DOCUMENTS AND DOES NOT INCLUDE MATERIAL PRICE INCREASES AND/OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORSEEN PROBLEMS ARISE AFTER THE WORK HAS STARTED.

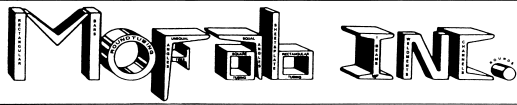
*Max W. Hains 2*

BY: Max W. Hains II, Estimator

ACCEPTED:

DATE:





# C.O.- BID SCOPE OF WORK

1415 FAIRVIEW STREET • ANDERSON, IN 46016  
 PHONE: (765) 649-5577 • FAX: (765) 641-1567

PROJECT: **Goshen WWTP**  
**RFP #23- Bldng 185 ACU Mods**

LOCATION: **Goshen, IN**

BID DATE: **4/19/21**

TIME: **12:00 AM**

ADDENDUMS REVIEWED: **N/A**

QTY.	DESCRIPTION	REF.DWG	QTY.	DESCRIPTION	REF.DWG
2	[GALV] Type L-1 Lintels- x 36" OAL				

**NOTE:**

- 1.) STEEL MATERIALS QUOTED AS PRIME PAINTED w/ (1) ONE COAT.
- 2.) STEEL MATERIALS NOTED AS [GALV] QUOTED AS HOT-DIPPED GALVANIZED ONLY, NO PAINT, U.N.O.
- 3.) ALUMINUM & STAINLESS STEEL QUOTED AS *MILL FINISH*, U.N.O.

**DELIVERIES**

ONE - MISC. FABRICATIONS SHIPMENT, FROM MOFAB, INC.

**MOFAB, INC.'S STANDARD EXCLUSIONS**

- |  |   |
|--|---|
| 1. ALLOWANCES, TAXES & RETAINAGE.  | 12. MASONRY ANCHORS OR ATTACHMENT                                       |
| 2. UNLOADING & INSTALLATION OF MATERIAL                                    | 13. SAFETY RAILING OR CABLE FOR OTHERS                                  |
| 3. SHOP LAYOUT & DRILLING OF HOLES FOR ATTACHMENT OF RAILING & CONC. FORMS | 14. EXPANSION JOINT COVERS, NOSINGS & CASTINGS, U.N.O.                  |
| 4. PIPE SUPPORTS, HANGERS & BRACKETS.                                      | 15. RAILING, GRATING, & SUPPORTS AT BRIDGES, U.N.O.                     |
| 6. ALL FRP MATERIAL, U.N.O.  | 16. BOLTS AND/OR ANCHORS NOT SPECIFIC FOR MAT'L SUPPLIED BY MOFAB, INC. |
| 7. ACCESS HATCHES & FLOOR DOORS  | 17. TESTING, SURVEYS, ENGINEER'S STAMP AND FIELD MEASURING.             |
| 8. NEOPRENE/"TEFLON" GASKETS & SEALS                                       |   |
| 9. EMBED ITEMS IN PRECAST  |   |
| 10. PIPE SLEEVES FOR RAILING   |   |
| 11. EPOXY FOR ANCHORS, GROUT&GROUTING                                      | 18. ANYTHING NOT SPECIFICALLY IN SCOPE                                  |

**PROJECT SPECIFIC EXCLUSIONS**

- 1. ANYTHING NOT SPECIFICALLY IN SCOPE.

ONCE MOFAB, INC. HAS BEEN DETERMINED TO BE THE SUCCESSFUL METALS PROVIDER, WE ASK THAT MOFAB, INC.'S SCOPE OF WORK AND LIST OF EXCLUSIONS BE INCORPORATED INTO ANY CONTRACT OR PURCHASE ORDER DIRECTING US TO PROCEED. WE WILL REQUIRE (1) ONE COMPLETE SET OF CONTRACT DOCUMENTS, SPECIFICATIONS, AND ADDENDUMS AT THE TIME OF PURCHASE.

PLEASE CONTACT US A.S.A.P. IF ANY ADDITIONS/DEDUCTIONS, OR CHANGES NEED TO BE MADE TO THE ABOVE SCOPE.

SINCERELY,

*Max W. Hains 2*

Max W. Hains II  
 Estimating  
 MoFab, Inc.  
 cc: File





**HOWARD  
PAINTING  
INC.**

P.O. BOX 3 ▾ DEFIANCE, OH 43512 ▾ 419-782-7786 ▾ 800-886-7786 ▾ FAX: 419-782-0353

---

April 23, 2021

Kokosing Industrial, Inc.  
3862 North Commercial Parkway  
Greenfield, Indiana

Attn: Mr. Matt Cordial

We are extremely pleased to quote labor, material, equipment and insurance for specified work as follows:


RE: **Goshen WWTP**  
Goshen, Indiana

**RFI-061**

Work shall include repainting of south wall in electrical room where penetrations are patched and cut in for new ACU location.

Add: \$ 280.00

HOWARD PAINTING, INC.



Joseph W. Howard, P.E.



CITY OF GOSHEN

REQUEST FOR PROPOSAL

TO: Matt Cordial  
Kokosing Industrial Inc.  
3862 N. Commercial Parkway  
Greenfield, IN 46260

REQUEST FOR PROPOSAL NO.: 024  
DATE: 4/16/2021  
PROJECT NAME: WWTP Improvements  
Project A

PROJECT NO.: 13503-A

Specification Reference: \_\_\_\_\_

Drawing Reference: 185 drawings noted in attached Field Order No 10 Drawing Date: \_\_\_\_\_

Attachments: Field Order No. 10

Please submit within fourteen calendar days of this request a proposal showing increase, decrease, or no change in contract price. Proposal shall be accompanied by a breakdown showing quantities, cost of material, equipment, labor, overhead and profit.

DESCRIPTION OF PROPOSAL CHANGE COVERED BY THIS REQUEST:

Please submit a proposal for modifications to the structural, process piping, mechanical and electrical improvements in Building 185 to accommodate the overhead doors.

REASON FOR CHANGE: Proposed overhead doors are in conflict with building improvements.

SPECIAL INSTRUCTIONS: See attached Field Order No. 10.

THIS REQUEST DOES NOT AUTHORIZE YOU TO PROCEED WITH THE ABOVE WORK NOR STOP PREVIOUSLY SCHEDULED WORK. Upon approval, a Contract Change Order will be issued.

YOUR PROPOSAL DUE DATE: 4/30/2021

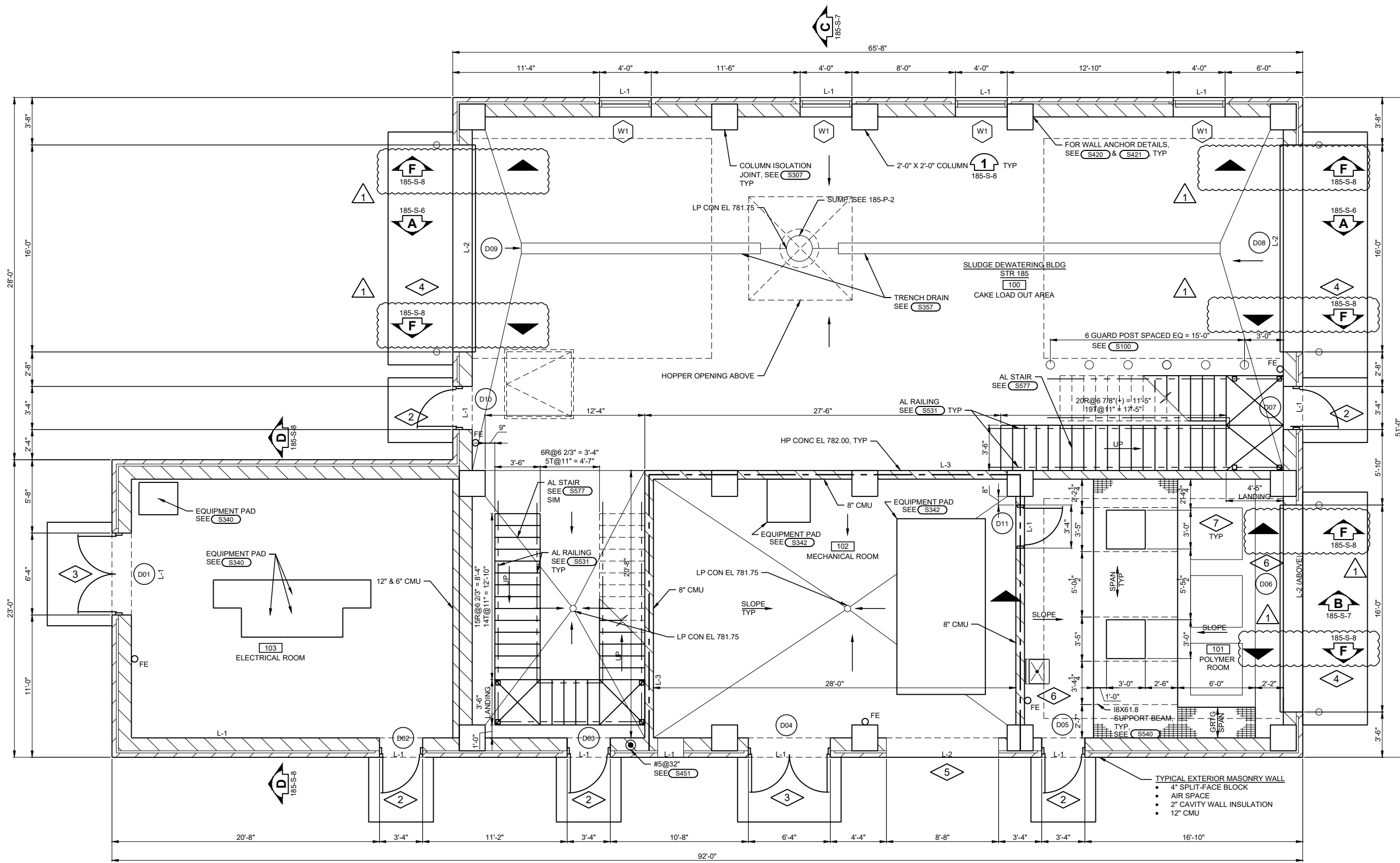
By:   
Greg Garnes, P.E., Project Manager

4/16/2021  
Date

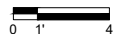








**GRADE PLAN**



**GENERAL NOTES:**

1. REFER TO 001 SERIES OF DRAWINGS FOR THE SPACE ENVIRONMENT/HAZARDOUS RATING SCHEDULE REGARDING ENVIRONMENTAL CONDITIONS ANTICIPATED WITHIN EACH SPACE AND ALLOWABLE MATERIALS OF CONSTRUCTION TO BE USED WITHIN EACH SPACE.
2. HAZARDOUS RATINGS IDENTIFIED ON THIS DRAWING INDICATE SPACES IN WHICH HAZARDOUS ENVIRONMENT MAY GENERALLY EXIST. CONTRACTOR SHALL REFER TO SPACE ENVIRONMENT /HAZARDOUS RATING SCHEDULE IN 001 SERIES OF DRAWINGS FOR ADDITIONAL INFORMATION EXPLAINING THE EXTENT AND ENVELOPE ASSOCIATED WITH THESE HAZARDS.
3. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION AND/OR FABRICATION.
4. REINFORCE ALL CMU WALLS WITH #5@32", SEE (S451).

**PLAN NOTES:**

1. 5'-0" x 22'-0" DOOR STOOP, SEE (S362)
2. 5'-0" x 5'-0" DOOR STOOP, SEE (S362)
3. 5'-0" x 8'-0" DOOR STOOP, SEE (S362)
4. 5'-0" x 18'-0" APPROACH SLAB, SEE (S362)
5. LOUVER OPENING WITH KNOCKOUT WALL BELOW.
6. LOUVER ABOVE DOOR. SEE H DRAWINGS FOR DETAILS.
7. POLYMER TOTES SUPPORTED BY METAL PALLET RACK. SEE SPECIFICATION 05500.

**LEGEND**

- 1-HR. FIRE-RATED WALL UL DESIGN NO. U901

Revision Number	01	Revision Description	OVERHEAD DOOR REVISIONS
Drawn By	00	Checked By	CEE
Designated By	CEE	Project No.	13503A
Drawn By	CEE	Project Date	01/03/2020
Checked By	CLS	Filename	185SP1.DWG
Approved By	CLS	Date	04/09/21

**CITY OF GOSHEN  
WASTEWATER TREATMENT PLANT IMPROVEMENTS  
PROJECT A  
GOSHEN, INDIANA**

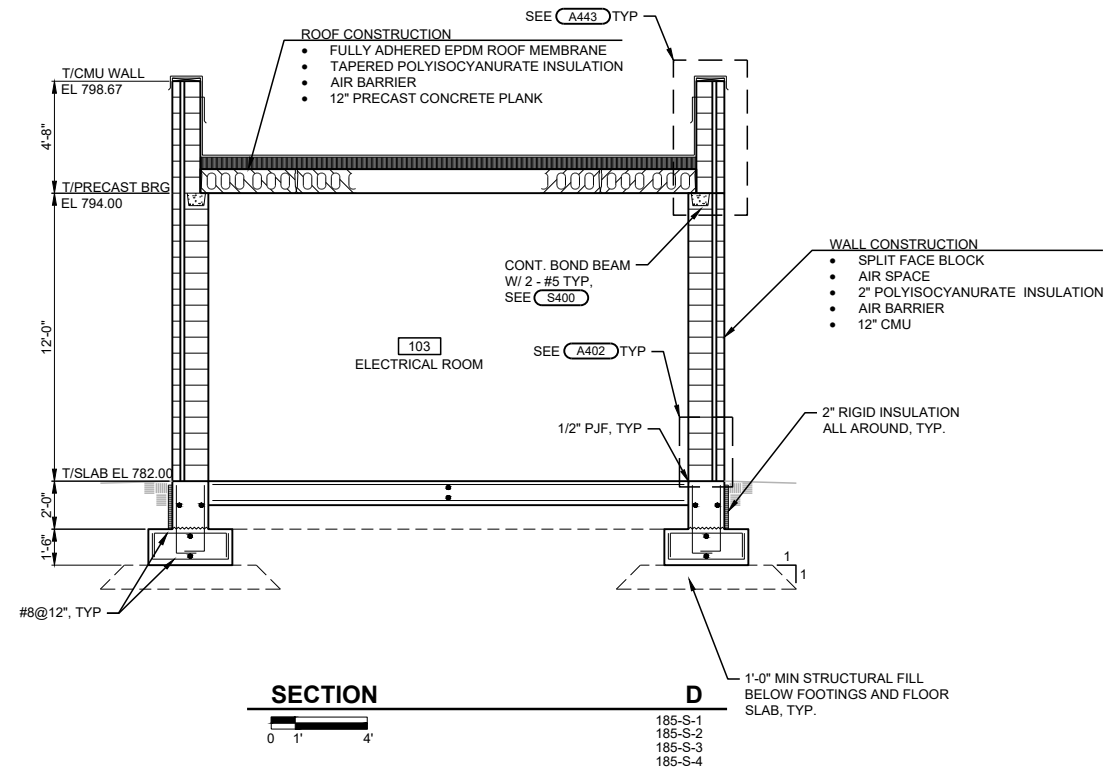
**SLUDGE DEWATERING BUILDING  
PLAN**

**DONOHUE**

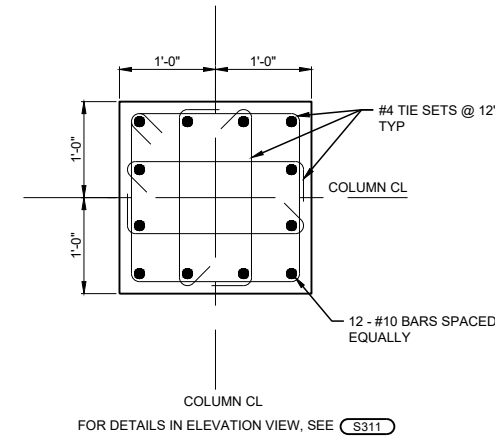
Sheet No. \_\_\_\_\_  
Drawing No. \_\_\_\_\_

**CONFORMED FOR CONSTRUCTION**

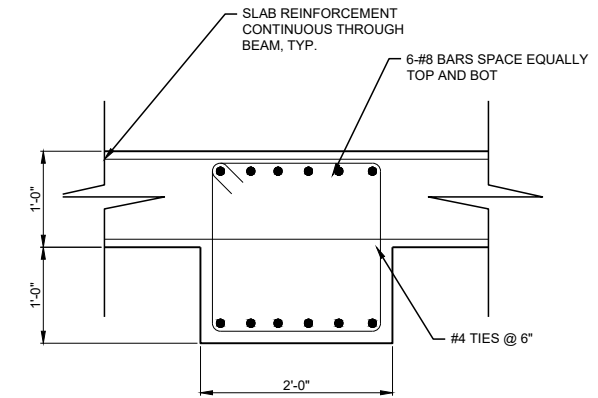




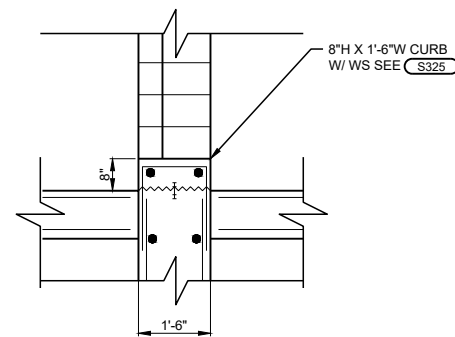
FOOTING SCHEDULE				
MARK	SIZE L X W X T	REINFORCEMENT		REMARKS
		TOP	BOTTOM	
F1	10'-0" X 10'-0" X 1'-6"	#8@12"	#8@12"	CENTERED ON COUMN LINE
F2	13'-0" X 13'-0" X 1'-6"	#8@12"	#8@12"	CENTERED ON COUMN LINE



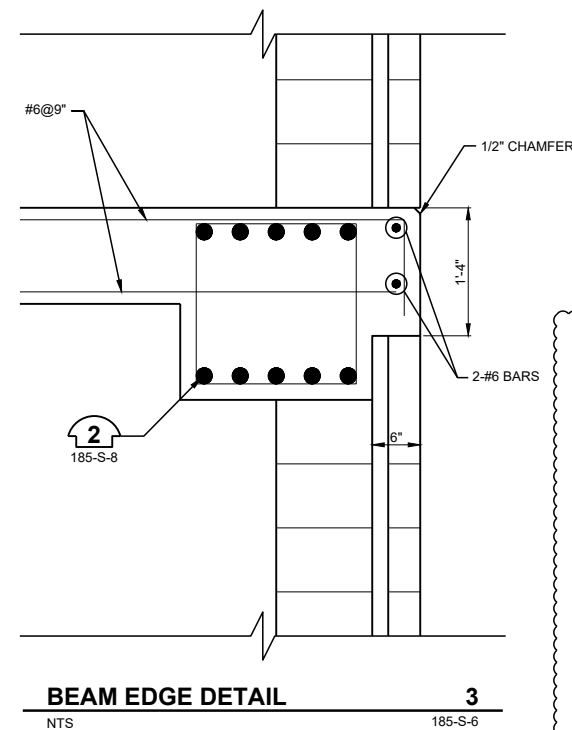
**COLUMN REINFORCEMENT DETAIL 1**  
NTS 185-S-2



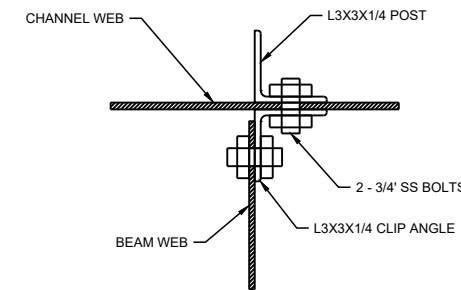
FOR DETAILS IN ELEVATION VIEW, SEE S316  
**BEAM REINFORCEMENT DETAIL 2**  
NTS 185-S-3



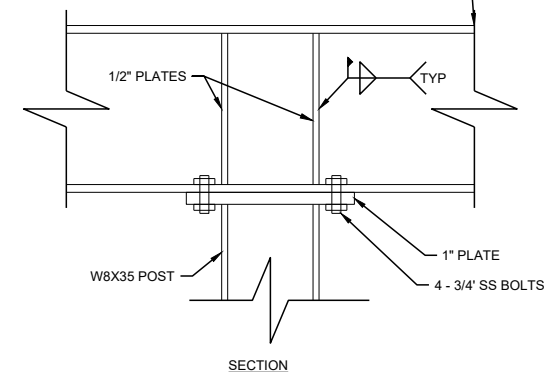
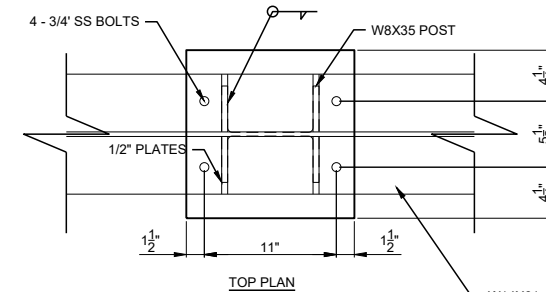
**SECTION E**  
185-S-2



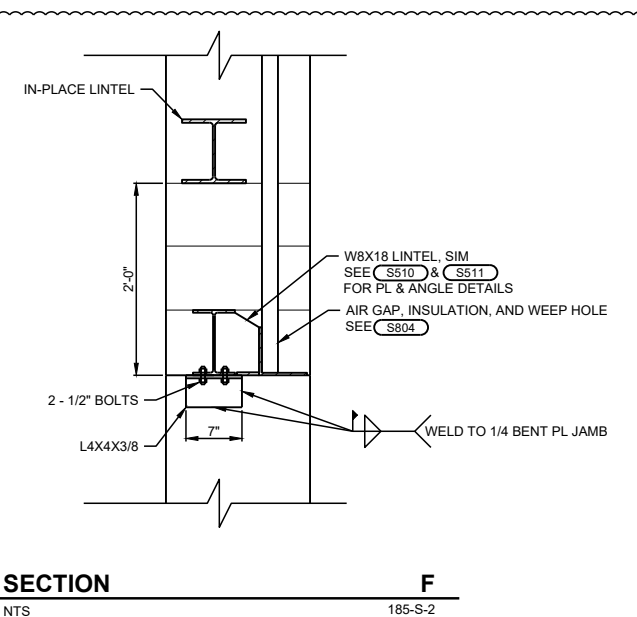
**BEAM EDGE DETAIL 3**  
NTS 185-S-6 185-S-7



**PLATFORM CONNECTION 4**  
NTS 185-S-3



**POST-BEAM CONNECTION DETAIL 5**  
NTS 185-S-3



**SECTION F**  
NTS 185-S-2

**GENERAL NOTES:**

- REFER TO 001 SERIES OF DRAWINGS FOR THE SPACE ENVIRONMENT/HAZARDOUS RATING SCHEDULE REGARDING ENVIRONMENTAL CONDITIONS ANTICIPATED WITHIN EACH SPACE AND ALLOWABLE MATERIALS OF CONSTRUCTION TO BE USED WITHIN EACH SPACE.
- HAZARDOUS RATINGS IDENTIFIED ON THIS DRAWING INDICATE SPACES IN WHICH HAZARDOUS ENVIRONMENT MAY GENERALLY EXIST. CONTRACTOR SHALL REFER TO SPACE ENVIRONMENT /HAZARDOUS RATING SCHEDULE IN 001 SERIES OF DRAWINGS FOR ADDITIONAL INFORMATION EXPLAINING THE EXTENT AND ENVELOPE ASSOCIATED WITH THESE HAZARDS.
- CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION AND/OR FABRICATION.
- ALL REINFORCEMENT SHOWN SHALL BE #5@12" UNLESS NOTED OTHERWISE.

Revision Number	Revision Description	Checked By	Date
01	OVERHEAD DOOR REVISIONS	CEE	04/09/21

Designed By	CEE
Drawn By	CEE
Checked By	CLS
Approved By	CLS
Filename	185SP1.DWG
Project No.	13503A
Project Date	01/03/2020

**CITY OF GOSHEN  
WASTEWATER TREATMENT PLANT IMPROVEMENTS  
PROJECT A  
GOSHEN, INDIANA**

**SLUDGE DEWATERING BUILDING  
SECTION AND DETAILS**

**DONOHUE**

Sheet No. \_\_\_\_\_  
Drawing No. \_\_\_\_\_

**185-S-8**

**CONFORMED FOR CONSTRUCTION**



**ROOM FINISH SCHEDULE**

**A010**

**ABBREVIATIONS**

ROOM NO	ROOM NAME	FLOOR		WALLS		CEILING		REMARKS
		MAT'L	FINISH	MAT'L	FINISH	MAT'L	FINISH	
	BUILDING 170							
101	VEHICLE STORAGE NO. 3	CONC	SC	EXP/GB	- / -	EXP	COAT	NOTE NO. 1
102	VEHICLE STORAGE NO. 1	CONC	-	EXP	-	EXP	-	NOTE NO. 2
103	VEHICLE STORAGE NO. 2	CONC	-	EXP	-	EXP	-	NOTE NO. 2
104	MAINTENANCE SHOP	CONC	-	EXP	-	EXP	-	NOTE NO. 2
105	GENERATOR	CONC	-	EXP	-	EXP	-	NOTE NO. 2
106	TOILET	CONC	-	EXP	-	EXP	-	NOTE NO. 2
107	OFFICE	CONC	-	EXP	-	EXP	-	NOTE NO. 2
108	CONTROL	CONC	-	EXP	-	EXP	-	NOTE NO. 2
	BUILDING 185							
100	CAKE LOAD OUT AREA	CONC	SC	CMU/CONC	COAT	CONC	COAT	NOTE NO. 1, 4
101	POLYMER ROOM	CONC	SC	CMU/CONC	COAT	CONC	COAT	NOTE NO. 1, 4
102	MECHANICAL ROOM	CONC	SC	CMU/CONC	COAT	CONC	COAT	NOTE NO. 1, 4
103	ELECTRICAL ROOM	CONC	SC	CMU/CONC	COAT	CONC	COAT	NOTE NO. 1, 4
200	SLUDGE DEWATERING ROOM	CONC	SC	CMU	COAT	PCONC	COAT	NOTE NO. 1

- CMU CONCRETE MASONRY UNIT
- COAT COATING
- CONC CONCRETE
- EXP EXPOSED STEEL STRUCTURE
- GB GYPSUM BOARD
- MDECK METAL DECK
- PCONC PRECAST CONCRETE
- SC SEALED CONCRETE
- STLTR STEEL TRUSS

- NOTES:
- SEE SPECIFICATION SECTION 09960 FOR COATING SCHEDULE.
  - SEE SPECIFICATION SECTION 09960 FOR COATING REQUIREMENTS ON EXISTING SURFACES.
  - COAT EXPOSED GYPSUM BOARD FIRE WALL IN MAINTENANCE BAY NO. 3. SEE SPECIFICATION SECTION 09960 FOR COATING SCHEDULE.
  - COAT CAST-IN-PLACE CONCRETE COLUMNS.

Date	Checked By	Drawn By	Revision Description
02/20/20	CLS	CEE	ADDENDUM NO. 3
04/09/21	CEE	CEE	OVERHEAD DOOR REVISIONS

**CONFORMED FOR CONSTRUCTION**

**DOOR SCHEDULE A020**

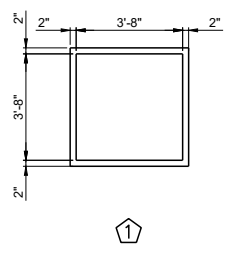
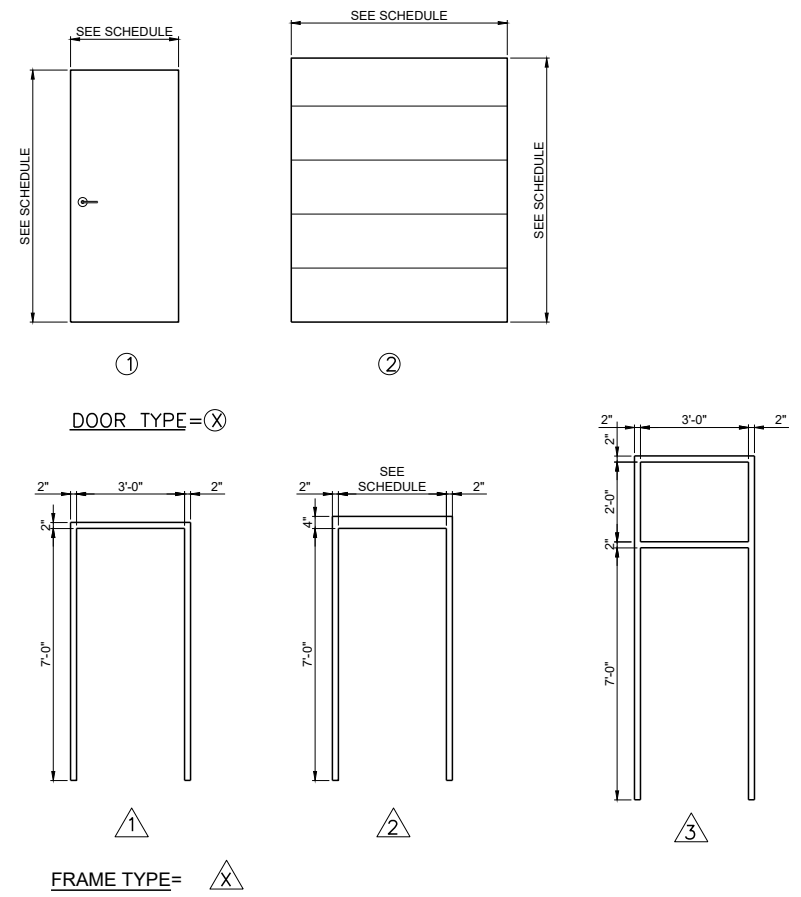
STRUC. NO.	DOOR NO.	DOOR *							FRAME			REMARKS
		TYPE	LINTEL	SIZE		MAT'L.	FINISH	H.W.SET	TYPE	MAT'L.	FINISH	
				WIDTH X HEIGHT	THK							
	D01	1	-	3'-0"X7'-0"	1-3/4"	GHM	PNT	3	1	GHM	PNT	
	D02	2	-	10'-0"X12'-0"	-	STL	PNT	-	-	-	-	OVERHEAD SECTIONAL DOOR
	D03	2	-	10'-0"X12'-0"	-	STL	PNT	-	-	-	-	OVERHEAD SECTIONAL DOOR
	D04	1	-	3'-0"X7'-0"	1-3/4"	GHM	PNT	2	1	GHM	PNT	2-HR. FIRE-RATING
	D05	1	L-2	2'-3"-0"X7'-0"	1-3/4"	GHM	PNT	6	2	GHM	PNT	
	D06	1	L-1	3'-0"X7'-0"	1-3/4"	GHM	PNT	8	2	GHM	PNT	
	D07	1	L-1	3'-0"X7'-0"	1-3/4"	GHM	PNT	8	2	GHM	PNT	
	D08	1	L-2	2'-3"-0"X7'-0"	1-3/4"	GHM	PNT	6	2	GHM	PNT	
	D09	2	L-2	16'-0"X14'-0"	-	STL	PNT	-	-	-	-	OVERHEAD SECTIONAL DOOR
	D10	2	L-2	16'-0"X14'-0"	-	STL	PNT	-	-	-	-	OVERHEAD SECTIONAL DOOR
	D11	1	L-3	3'-0"X7'-0"	1-3/4"	GHM	PNT	1	2	GHM	PNT	1-HR. FIRE RATING

- KEY**
- AL = ALUMINUM
  - GHM = GALVANIZED HOLLOW METAL
  - EXST = EXISTING
  - FRP = FIBERGLASS REINFORCED PLASTIC
  - PNT = PAINT
  - \* ALL DOORS ARE TO BE INSULATED
  - STL=STEEL

**WINDOW SCHEDULE A030**

STRUC. NO.	WIN. NO.	TYPE	OVERALL SIZE		FRAME			GLASS TYPE	REMARKS
			WIDTH X HEIGHT	THK	SIZE	MAT'L.	FINISH		
185	W1	1	4'-0"X4'-0"	1-3/4"	2"x2"	AL	-	G3	WINDOWS ARE PREFINISHED ALUMINUM

- KEY**
- AL = ALUMINUM
  - GHM = GALVANIZED HOLLOW METAL
  - EXST = EXISTING
  - FRP = FIBERGLASS REINFORCED PLASTIC
  - PNT = PAINT
  - STL=STEEL

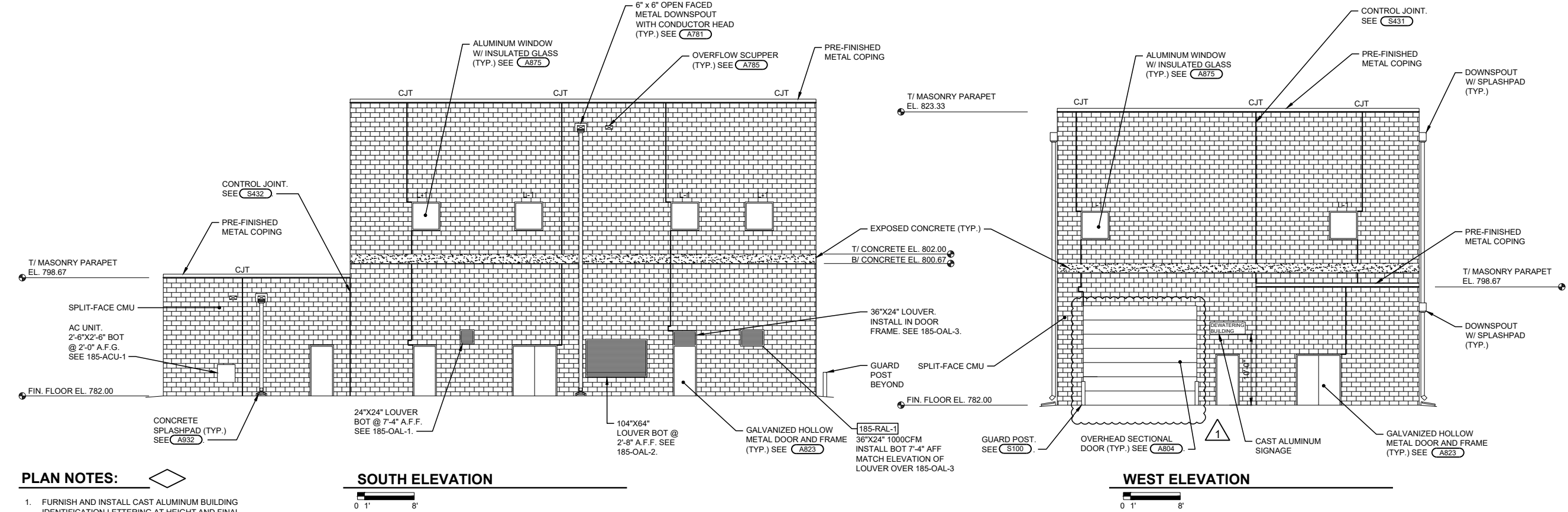
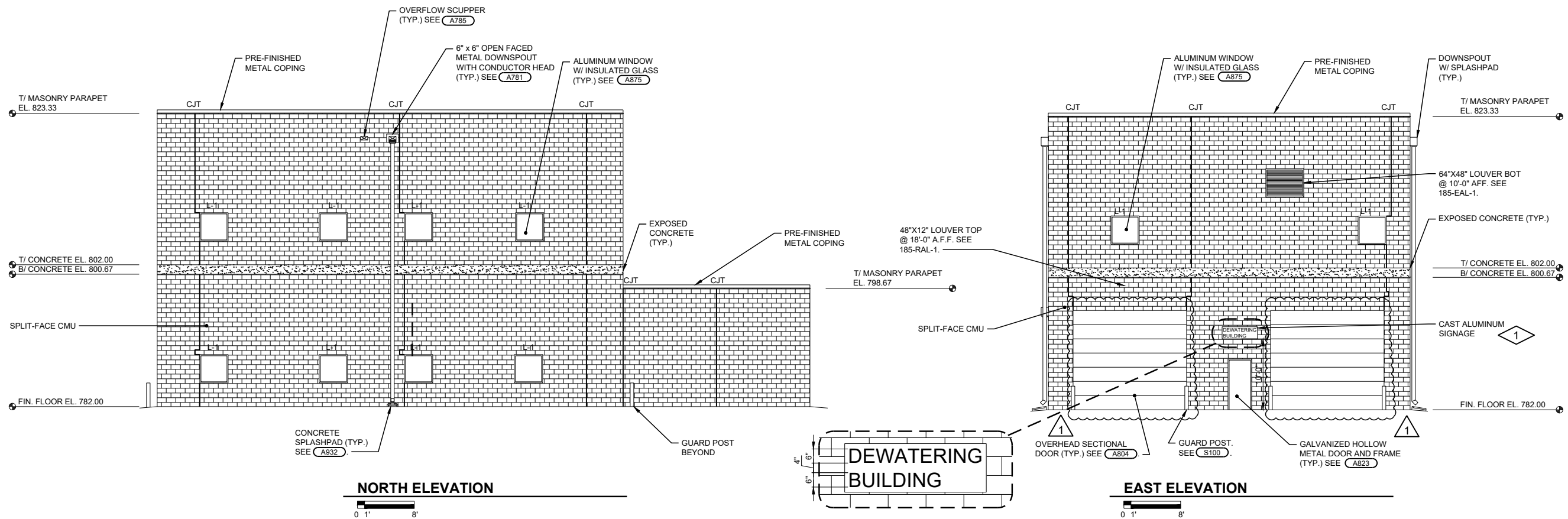


Revision Number	01	02
Revision Description	ADDENDUM NO. 3	OVERHEAD DOOR REVISIONS
Designed By	CEE	
Drawn By	CEE	
Checked By	CLS	
Approved By	CLS	
Filename	999AD1.DWG	
Project No.	13503A	
Project Date	01/03/2020	

**CITY OF GOSHEN**  
**WASTEWATER TREATMENT PLANT IMPROVEMENTS**  
**PROJECT A**  
**GOSHEN, INDIANA**  
**ARCHITECTURAL**  
**STANDARD DETAILS**







**PLAN NOTES:**

1. FURNISH AND INSTALL CAST ALUMINUM BUILDING IDENTIFICATION LETTERING AT HEIGHT AND FINAL LOCATION AS DIRECTED BY OWNER. LETTERING SHALL IDENTIFY THE BUILDING AS "DEWATERING BUILDING". CAST LETTER SET SHALL BE SETON IDENTIFICATION PRODUCTS (OR EQUIVALENT) STYLE NO. M1506 6" HELVETICA LETTERING WITH KYNAR 500 COATING. MOUNT WITH STAINLESS STEEL EXPANSION ANCHORS PER 05500.

Revision Number	Revision Description	Drawn By	Checked By	Date
01	OVERHEAD DOOR REVISIONS	00	CEE	04/09/21

Designed By	CEE
Drawn By	CEE
Checked By	CLS
Approved By	CLS
Filename	185AP1.DWG
Project No.	13503A
Project Date	01/03/2020

**CITY OF GOSHEN**  
**WASTEWATER TREATMENT PLANT IMPROVEMENTS**  
**PROJECT A**  
**GOSHEN, INDIANA**

**SLUDGE DEWATERING BUILDING**  
**ELEVATIONS**

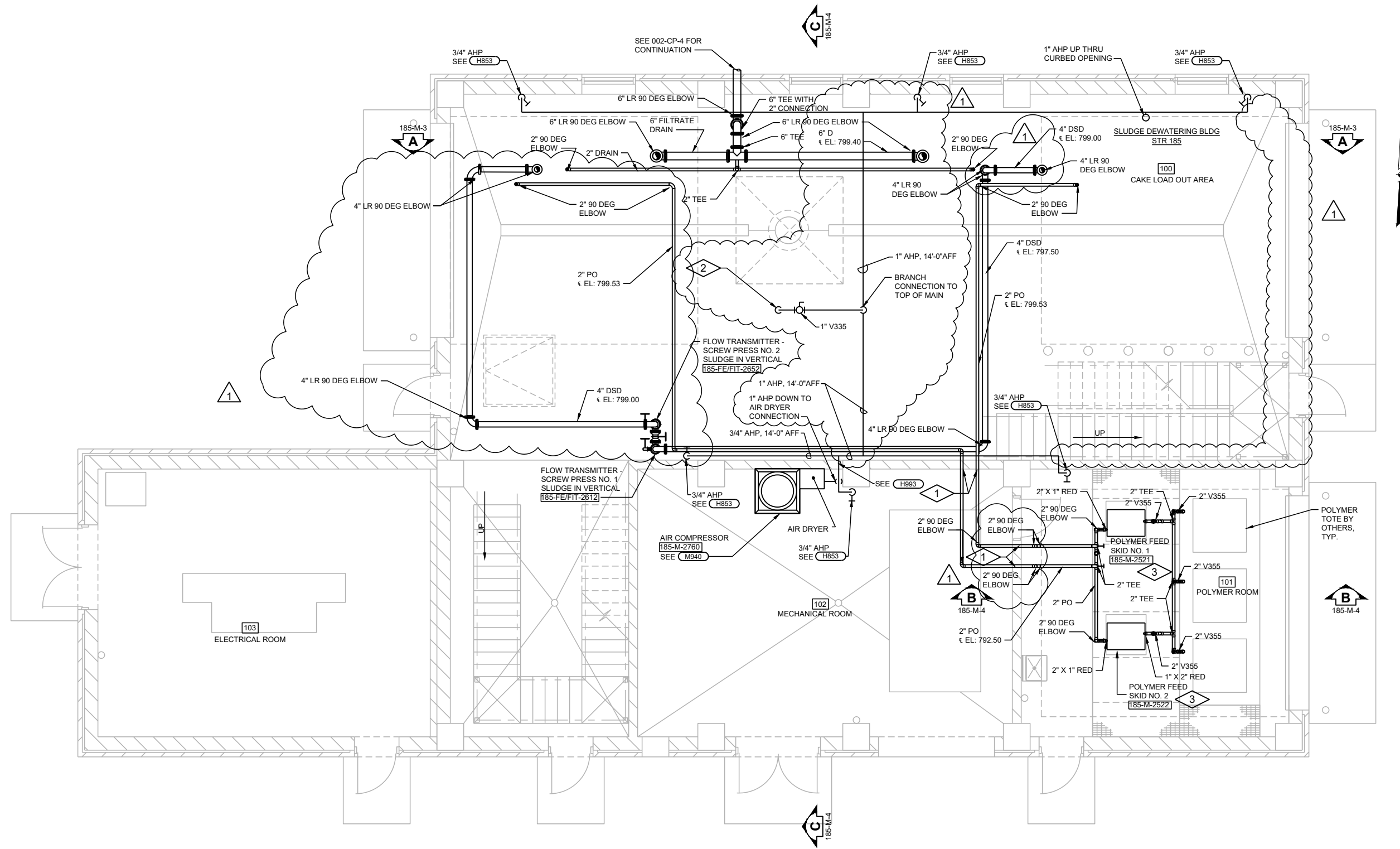
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**DONOHUE**

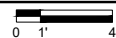
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Drawing No. \_\_\_\_\_

**185-A-3**





**LOWER PLAN**



**GENERAL NOTES:**

1. REFER TO 001 SERIES OF DRAWINGS FOR THE SPACE ENVIRONMENT/HAZARDOUS RATING SCHEDULE REGARDING ENVIRONMENTAL CONDITIONS ANTICIPATED WITHIN EACH SPACE AND ALLOWABLE MATERIALS OF CONSTRUCTION TO BE USED WITHIN EACH SPACE.
2. HAZARDOUS RATINGS IDENTIFIED ON THIS DRAWING INDICATE SPACES IN WHICH HAZARDOUS ENVIRONMENT MAY GENERALLY EXIST. CONTRACTOR SHALL REFER TO SPACE ENVIRONMENT /HAZARDOUS RATING SCHEDULE IN 001 SERIES OF DRAWINGS FOR ADDITIONAL INFORMATION EXPLAINING THE EXTENT AND ENVELOPE ASSOCIATED WITH THESE HAZARDS.
3. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION AND/OR FABRICATION.

**PLAN NOTES:**

1. WALL PENETRATION PER DETAIL H993
2. 1" AHP TO GATE ACTUATOR. TRANSITION AS REQUIRED TO ACTUATOR. PROVIDE FLEX CONNECTOR AT CONNECTION
3. POLYMER FEED SKID INCLUDES VALVES AND OTHER INSTRUMENTS NOT SHOWN WHICH ARE PROVIDED BY THE MANUFACTURER PER SPECIFICATION 11354.

Revision Number	01	Revision Description	OVERHEAD DOOR MODIFICATIONS
Drawn By	AJS	Checked By	AJS
Designed By	AJS	Date	04/05/21

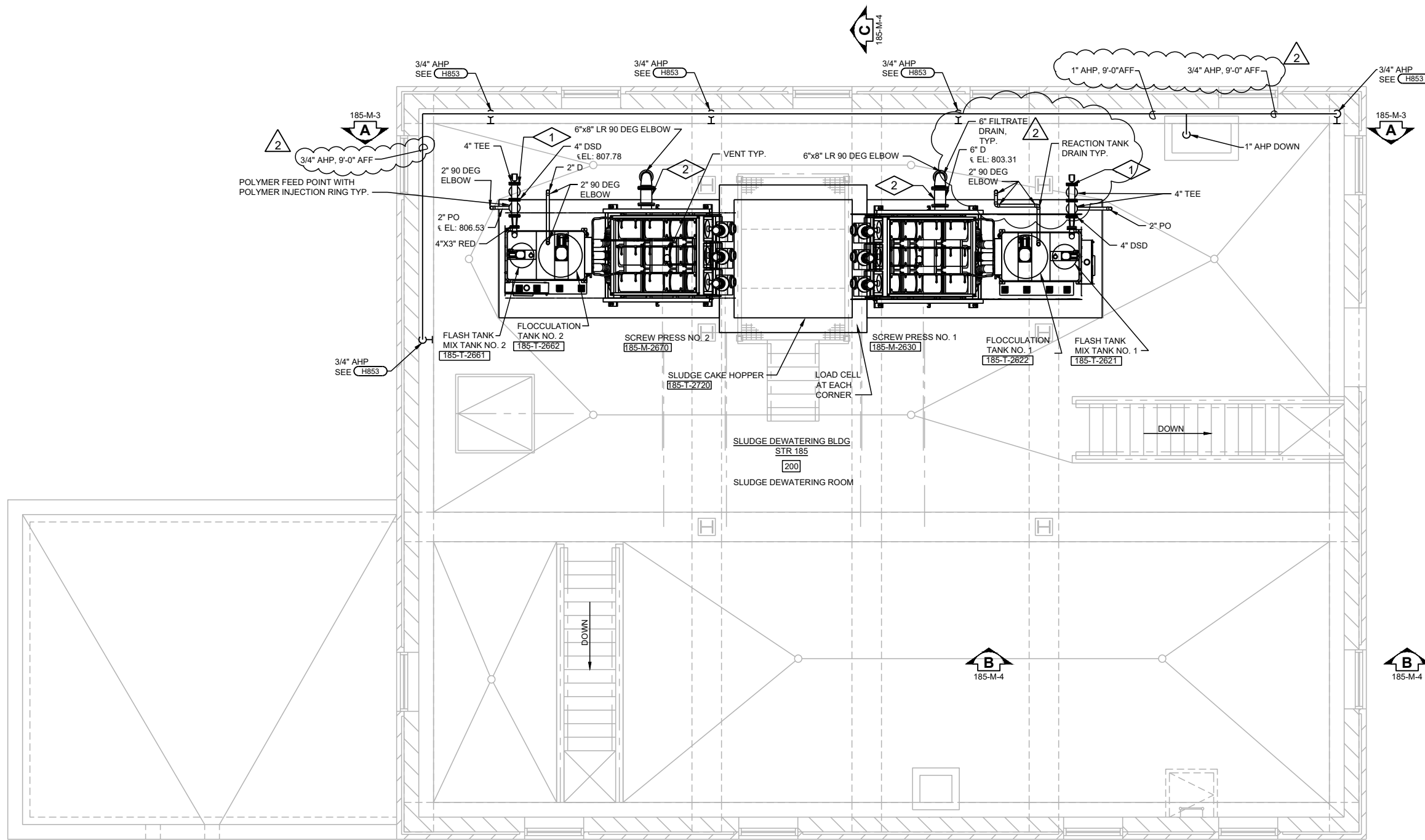
**CITY OF GOSHEN**  
**WASTEWATER TREATMENT PLANT IMPROVEMENTS**  
**PROJECT A**  
**GOSHEN, INDIANA**  
**SLUDGE DEWATERING BUILDING PLAN**



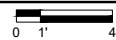
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 Drawing No.

**CONFORMED FOR CONSTRUCTION**





**UPPER PLAN**



**GENERAL NOTES:**

1. REFER TO 001 SERIES OF DRAWINGS FOR THE SPACE ENVIRONMENT/HAZARDOUS RATING SCHEDULE REGARDING ENVIRONMENTAL CONDITIONS ANTICIPATED WITHIN EACH SPACE AND ALLOWABLE MATERIALS OF CONSTRUCTION TO BE USED WITHIN EACH SPACE.
2. HAZARDOUS RATINGS IDENTIFIED ON THIS DRAWING INDICATE SPACES IN WHICH HAZARDOUS ENVIRONMENT MAY GENERALLY EXIST. CONTRACTOR SHALL REFER TO SPACE ENVIRONMENT /HAZARDOUS RATING SCHEDULE IN 001 SERIES OF DRAWINGS FOR ADDITIONAL INFORMATION EXPLAINING THE EXTENT AND ENVELOPE ASSOCIATED WITH THESE HAZARDS.
3. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION AND/OR FABRICATION.

**PLAN NOTES:**

1. SLUDGE SAMPLING CONNECTION PER DETAIL (M71)
2. FILTRATE DRAIN SAMPLING CONNECTION PER DETAIL (M71)

Revision Number	Revision Description	Checked By	Date
01	ADDENDUM NO. 2	GSG	02/13/2020
02	OVERHEAD DOOR MODIFICATIONS	AJS	04/09/21

Designed By	AJS
Drawn By	AJS
Checked By	SPG
Approved By	SPG
Filename	185MP1.DWG
Project No.	13503A
Project Date	01/03/2020

**CITY OF GOSHEN**  
**WASTEWATER TREATMENT PLANT IMPROVEMENTS**  
**PROJECT A**  
**GOSHEN, INDIANA**  
**SLUDGE DEWATERING BUILDING**  
**PLAN**



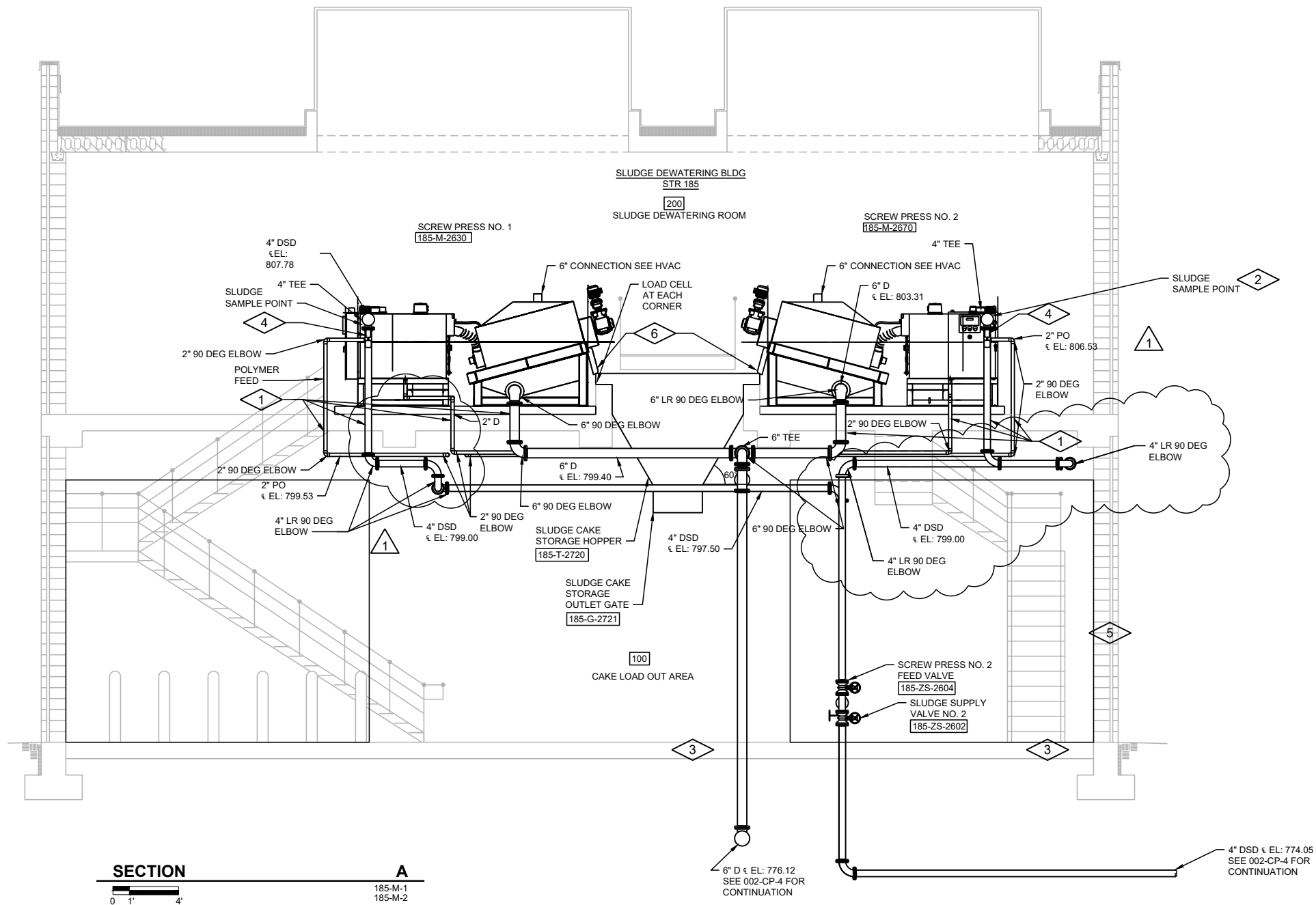
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Drawing No.

185-M-2

**CONFORMED FOR CONSTRUCTION**





**SECTION A**  
185-M-1  
185-M-2  
0 1' 4'

**GENERAL NOTES:**

- REFER TO 001 SERIES OF DRAWINGS FOR THE SPACE ENVIRONMENT/HAZARDOUS RATING SCHEDULE REGARDING ENVIRONMENTAL CONDITIONS ANTICIPATED WITHIN EACH SPACE AND ALLOWABLE MATERIALS OF CONSTRUCTION TO BE USED WITHIN EACH SPACE.
- HAZARDOUS RATINGS IDENTIFIED ON THIS DRAWING INDICATE SPACES IN WHICH HAZARDOUS ENVIRONMENT MAY GENERALLY EXIST. CONTRACTOR SHALL REFER TO SPACE ENVIRONMENT /HAZARDOUS RATING SCHEDULE IN 001 SERIES OF DRAWINGS FOR ADDITIONAL INFORMATION EXPLAINING THE EXTENT AND ENVELOPE ASSOCIATED WITH THESE HAZARDS.
- CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION AND/OR FABRICATION.

**PLAN NOTES:**

- FLOOR PENETRATION PER DETAIL **M213**
- SLUDGE SAMPLING CONNECTION PER DETAIL **M711**
- FLOOR PENETRATION PER DETAIL **M202**
- PRESSURE GAUGE PER DETAIL **N520**
- FLOW TRANSMITTER - SCREW PRESS NO.1 SLUDGE **185-FE/FIT-2612** SCREW PRESS NO.2. SLUDGE **185-FE/FIT-2652** TO BE LOCATED 5'-6" ABOVE FINISHED FLOOR.
- CONTRACTOR TO COORDINATE WITH MANUFACTURER FOR PRESS CHUTE DIMENSIONS TO ENSURE 3" CLEARANCE FROM SLUDGE HOPPER WALL.

CITY OF GOSHEN  
WASTEWATER TREATMENT PLANT IMPROVEMENTS  
PROJECT A  
GOSHEN, INDIANA  
SLUDGE DEWATERING BUILDING  
SECTION



Sheet No.

Drawing No.

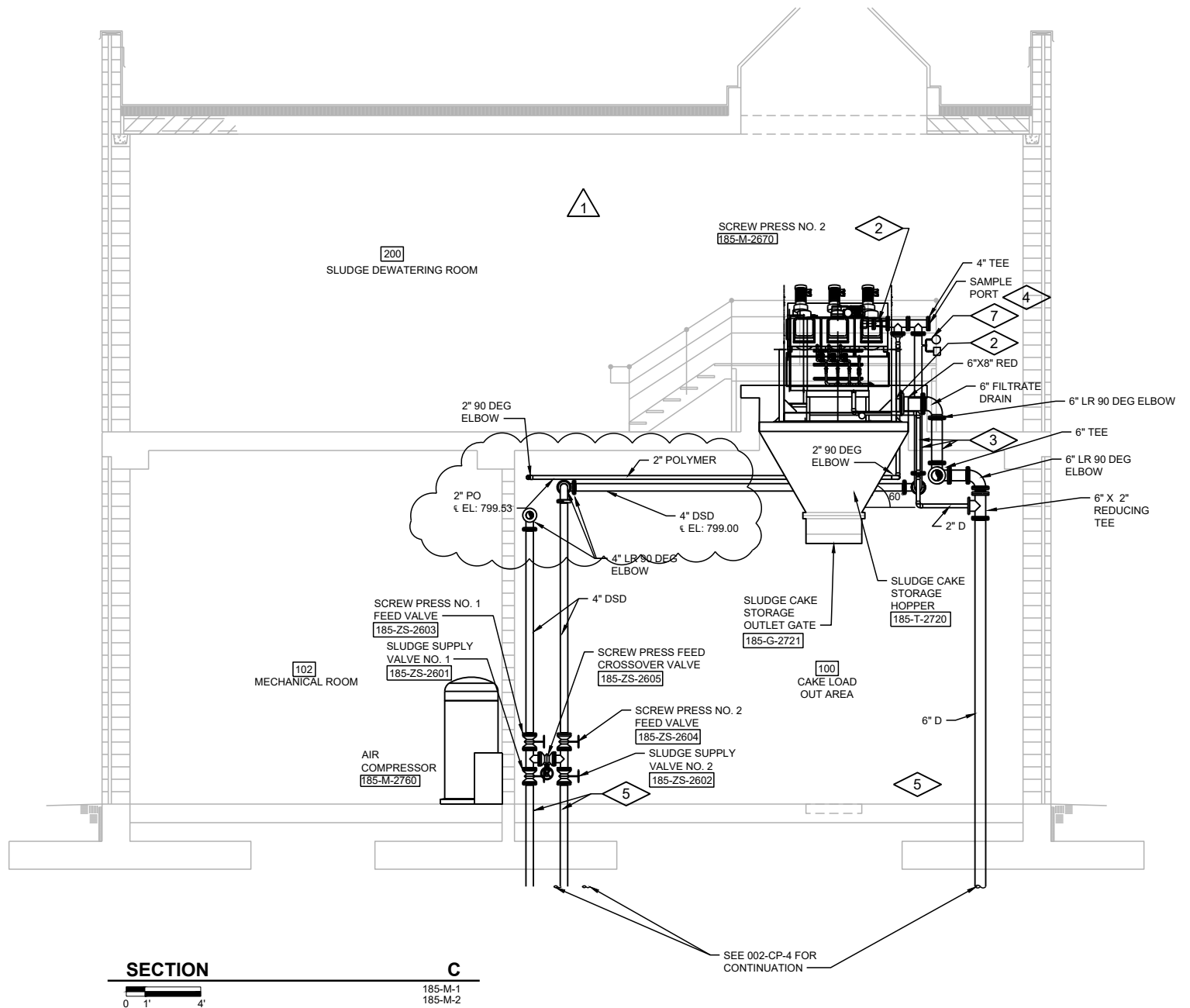
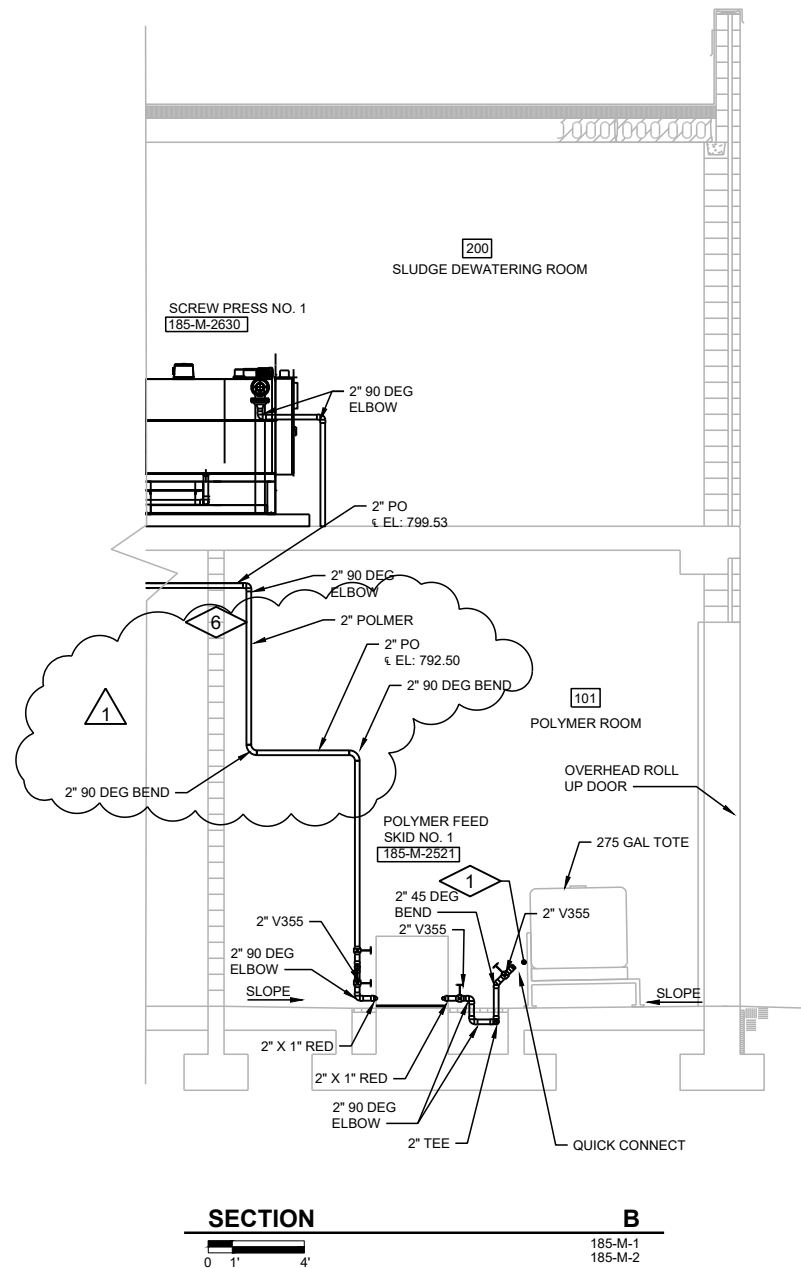
185-M-3

Revision Number	01	OVERHEAD DOOR MODIFICATIONS	Revision Description
Drawn By	AJS	Checked By	AJS
Date	04/05/21		

Designed By	AJS
Drawn By	AJS
Checked By	SPG
Approved By	SPG
Filename	185MP1.DWG
Project No.	13503A
Project Date	01/03/2020

CONFORMED FOR CONSTRUCTION





**GENERAL NOTES:**

- REFER TO 001 SERIES OF DRAWINGS FOR THE SPACE ENVIRONMENT/HAZARDOUS RATING SCHEDULE REGARDING ENVIRONMENTAL CONDITIONS ANTICIPATED WITHIN EACH SPACE AND ALLOWABLE MATERIALS OF CONSTRUCTION TO BE USED WITHIN EACH SPACE.
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- CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION AND/OR FABRICATION.

**PLAN NOTES:**

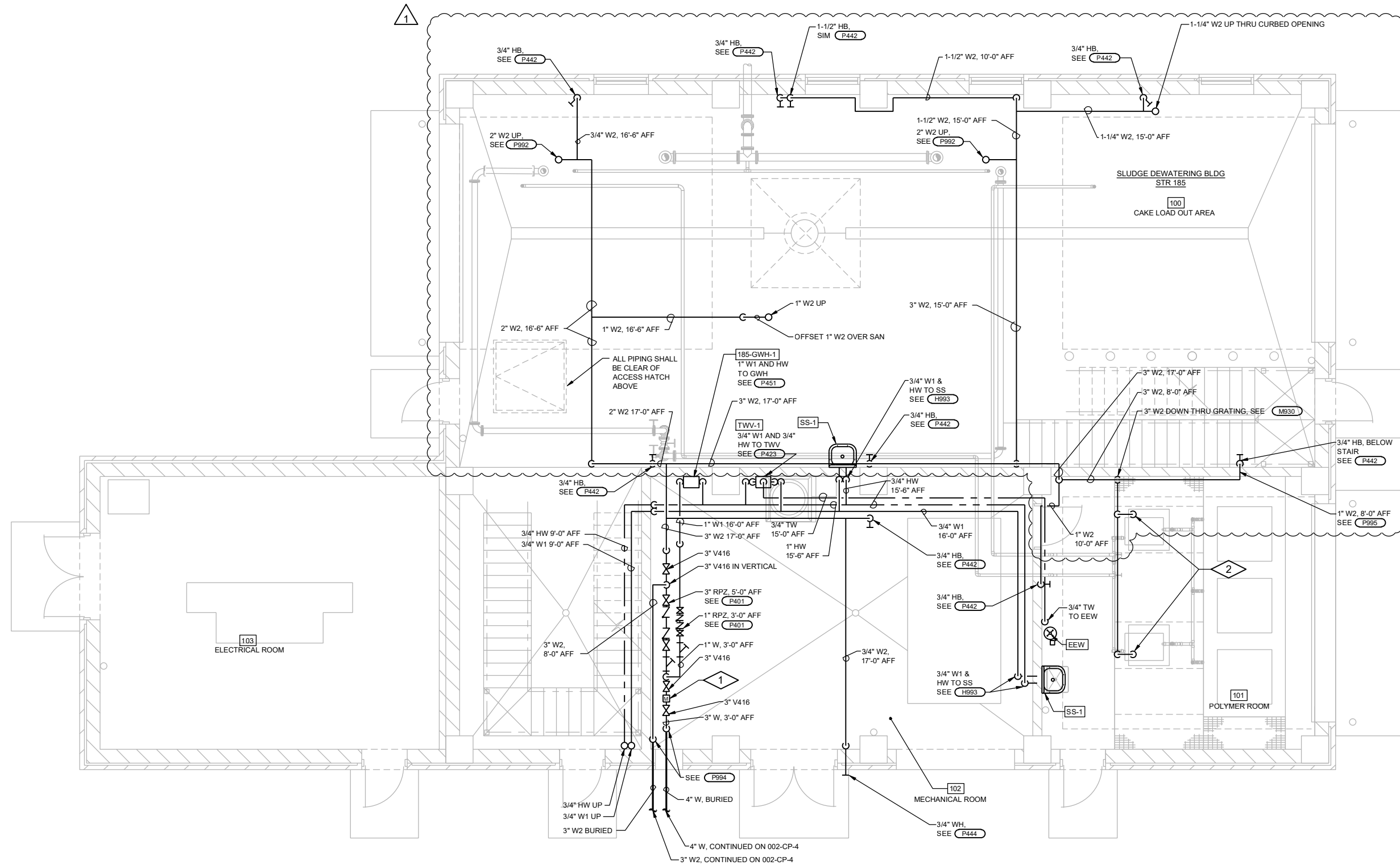
- PROVIDE FLEXIBLE HOSE TO CONNECT BETWEEN 2" PVC QUICK CONNECT AND 2" TOTE QUICK CONNECT.
- COORDINATE FLANGED CONNECTION WITH EQUIPMENT MANUFACTURER.
- FLOOR PENETRATION PER DETAIL M213
- SLUDGE SAMPLING CONNECTION PER DETAIL M711
- FLOOR PENETRATION PER DETAIL M202
- WALL PENETRATION PER DETAIL H993
- PRESSURE GAUGE PER DETAIL N520

Date	04/05/21
Checked By	AJS
Drawn By	AJS
Revision Description	OVERHEAD DOOR MODIFICATIONS
Revision Number	01
Designed By	AJS
Drawn By	AJS
Checked By	SPG
Approved By	SPG
Filename	185MP1.DWG
Project No.	13503A
Project Date	01/03/2020

**CITY OF GOSHEN**  
**WASTEWATER TREATMENT PLANT IMPROVEMENTS**  
**PROJECT A**  
**GOSHEN, INDIANA**  
**SLUDGE DEWATERING BUILDING**  
**SECTION**

**CONFORMED FOR CONSTRUCTION**





**GRADE WATER PLAN**



**GENERAL NOTES:**

1. REFER TO 001 SERIES OF DRAWINGS FOR THE SPACE ENVIRONMENT/HAZARDOUS RATING SCHEDULE REGARDING ENVIRONMENTAL CONDITIONS ANTICIPATED WITHIN EACH SPACE AND ALLOWABLE MATERIALS OF CONSTRUCTION TO BE USED WITHIN EACH SPACE.
2. HAZARDOUS RATINGS IDENTIFIED ON THIS DRAWING INDICATE SPACES IN WHICH HAZARDOUS ENVIRONMENT MAY GENERALLY EXIST. CONTRACTOR SHALL REFER TO SPACE ENVIRONMENT /HAZARDOUS RATING SCHEDULE IN 001 SERIES OF DRAWINGS FOR ADDITIONAL INFORMATION EXPLAINING THE EXTENT AND ENVELOPE ASSOCIATED WITH THESE HAZARDS.
3. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION AND/OR FABRICATION.
4. NOT ALL VALVES ARE SHOWN ON PLANS, SEE ISOMETRICS.

**PLAN NOTES:**

1. WATER METER, UTILITY FURNISHED
2. 2" W2 TO POLYMER SKIDS, SEE ISOMETRIC FOR VALVES

Revision Number	Revision Description	Drawn By	Checked By	Date
01	OVERHEAD DOOR MODIFICATIONS	CAH	CAH	04/14/21

Designed By	CAH
Drawn By	CAH
Checked By	JLW
Approved By	SPG
Filename	185PP1.DWG
Project No.	13503A
Project Date	01/03/2020

**CITY OF GOSHEN  
WASTEWATER TREATMENT PLANT IMPROVEMENTS  
PROJECT A  
GOSHEN, INDIANA**

**SLUDGE DEWATERING BUILDING  
PLAN**

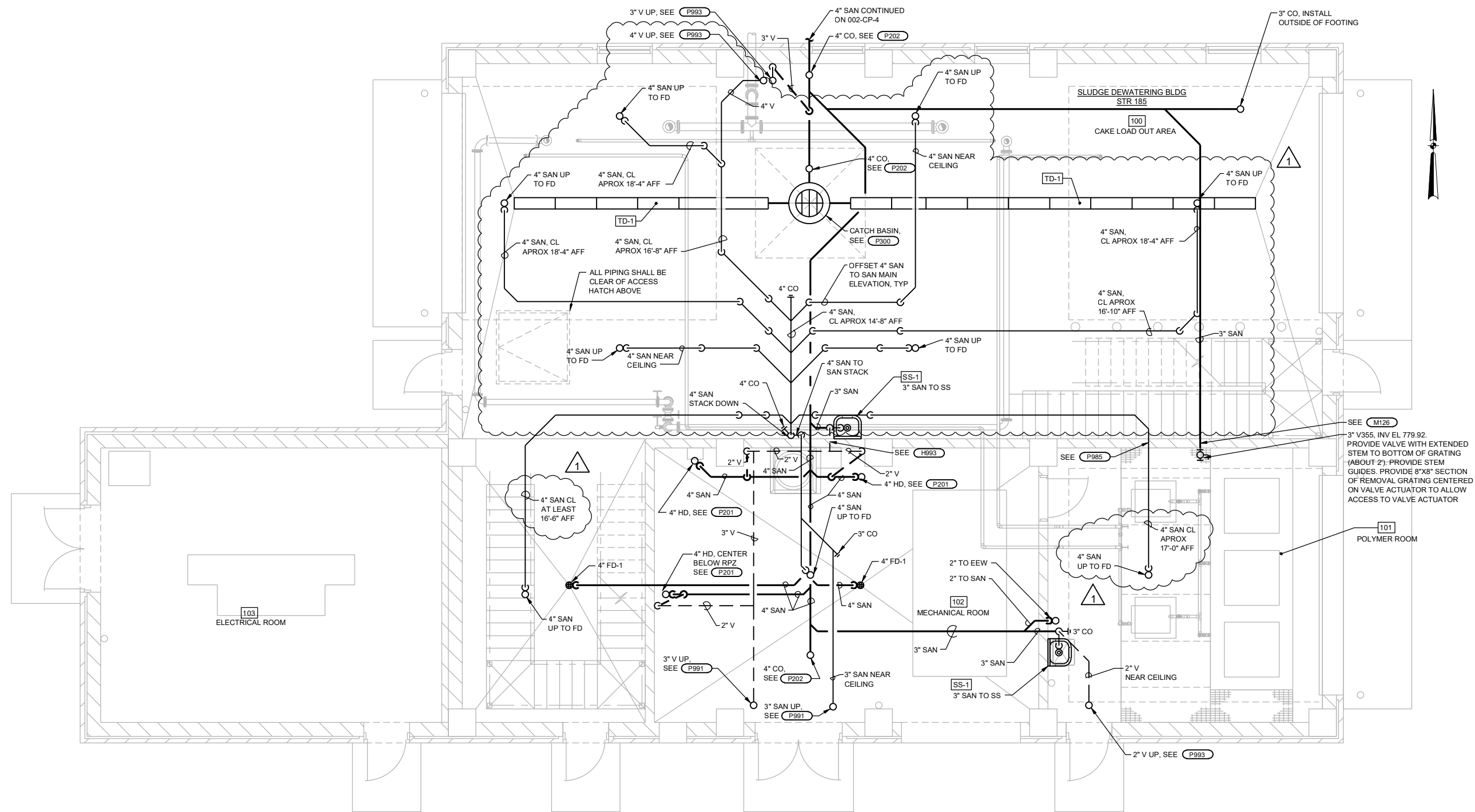
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Sheet No.  
Drawing No.

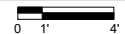
**185-P-1**

**CONFORMED FOR CONSTRUCTION**





**GRADE SANITARY PLAN**



**GENERAL NOTES:**

1. REFER TO 001 SERIES OF DRAWINGS FOR THE SPACE ENVIRONMENT/HAZARDOUS RATING SCHEDULE REGARDING ENVIRONMENTAL CONDITIONS ANTICIPATED WITHIN EACH SPACE AND ALLOWABLE MATERIALS OF CONSTRUCTION TO BE USED WITHIN EACH SPACE.
2. HAZARDOUS RATINGS IDENTIFIED ON THIS DRAWING INDICATE SPACES IN WHICH HAZARDOUS ENVIRONMENT MAY GENERALLY EXIST. CONTRACTOR SHALL REFER TO SPACE ENVIRONMENT /HAZARDOUS RATING SCHEDULE IN 001 SERIES OF DRAWINGS FOR ADDITIONAL INFORMATION EXPLAINING THE EXTENT AND ENVELOPE ASSOCIATED WITH THESE HAZARDS.
3. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION AND/OR FABRICATION.
4. ROUTE EXPOSED SANITARY PIPING ABOVE OVERHEAD DOORS RAIL AREA AT LEAST 16'-0" AFF, OTHERWISE MAINTAIN AT LEAST 14'-0" AFF IN CAKE LOAD OUT AREA.



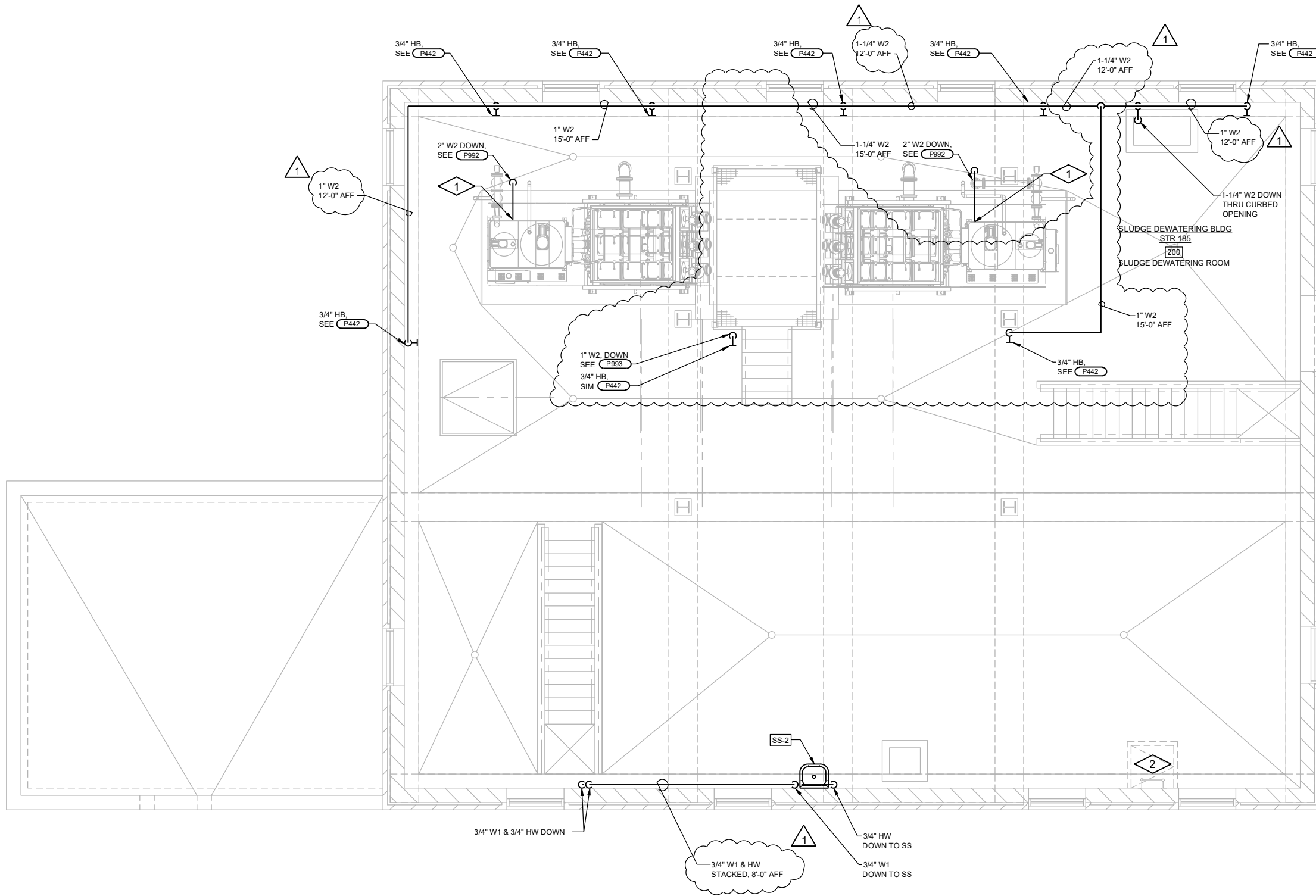
Revision Number	01	Revision Description	OVERHEAD DOOR MODIFICATIONS
Designed By	CAH	Checked By	JLW
Drawn By	CAH	Approved By	SPG
Project No.	13503A	Filename	185PP1.DWG
Project Date	01/03/2020	Date	04/14/21

**CITY OF GOSHEN**  
**WASTEWATER TREATMENT PLANT IMPROVEMENTS**  
**PROJECT A**  
**GOSHEN, INDIANA**  
**SLUDGE DEWATERING BUILDING**  
**PLAN**

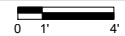
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**185-P-2**

**CONFORMED FOR CONSTRUCTION**





**UPPER WATER PLAN**



**GENERAL NOTES:**

1. REFER TO 001 SERIES OF DRAWINGS FOR THE SPACE ENVIRONMENT/HAZARDOUS RATING SCHEDULE REGARDING ENVIRONMENTAL CONDITIONS ANTICIPATED WITHIN EACH SPACE AND ALLOWABLE MATERIALS OF CONSTRUCTION TO BE USED WITHIN EACH SPACE.
2. HAZARDOUS RATINGS IDENTIFIED ON THIS DRAWING INDICATE SPACES IN WHICH HAZARDOUS ENVIRONMENT MAY GENERALLY EXIST. CONTRACTOR SHALL REFER TO SPACE ENVIRONMENT /HAZARDOUS RATING SCHEDULE IN 001 SERIES OF DRAWINGS FOR ADDITIONAL INFORMATION EXPLAINING THE EXTENT AND ENVELOPE ASSOCIATED WITH THESE HAZARDS.
3. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION AND/OR FABRICATION.
4. NOT ALL VALVES ARE SHOWN ON PLANS, SEE ISOMETRICS.

**PLAN NOTES:**



1. 2" W2 TO SCREW PRESS CONNECTION. PROVIDE WATER HAMMER ARRESTOR SIZE 'D' AND FLEXIBLE CONNECTOR AT CONNECTION.
2. ALL PIPING SHALL BE OF CLEAR LADDER AND ROOF HATCH FOOTPRINT.



Revision Number	01	Revision Description	OVERHEAD DOOR MODIFICATIONS
Designed By	CAH	Drawn By	CAH
Checked By	JLW	Checked By	CAH
Approved By	SPG	Drawn By	CAH
Filename	185PP1.DWG	Project No.	13503A
Project Date	01/03/2020	Project Date	01/03/2020

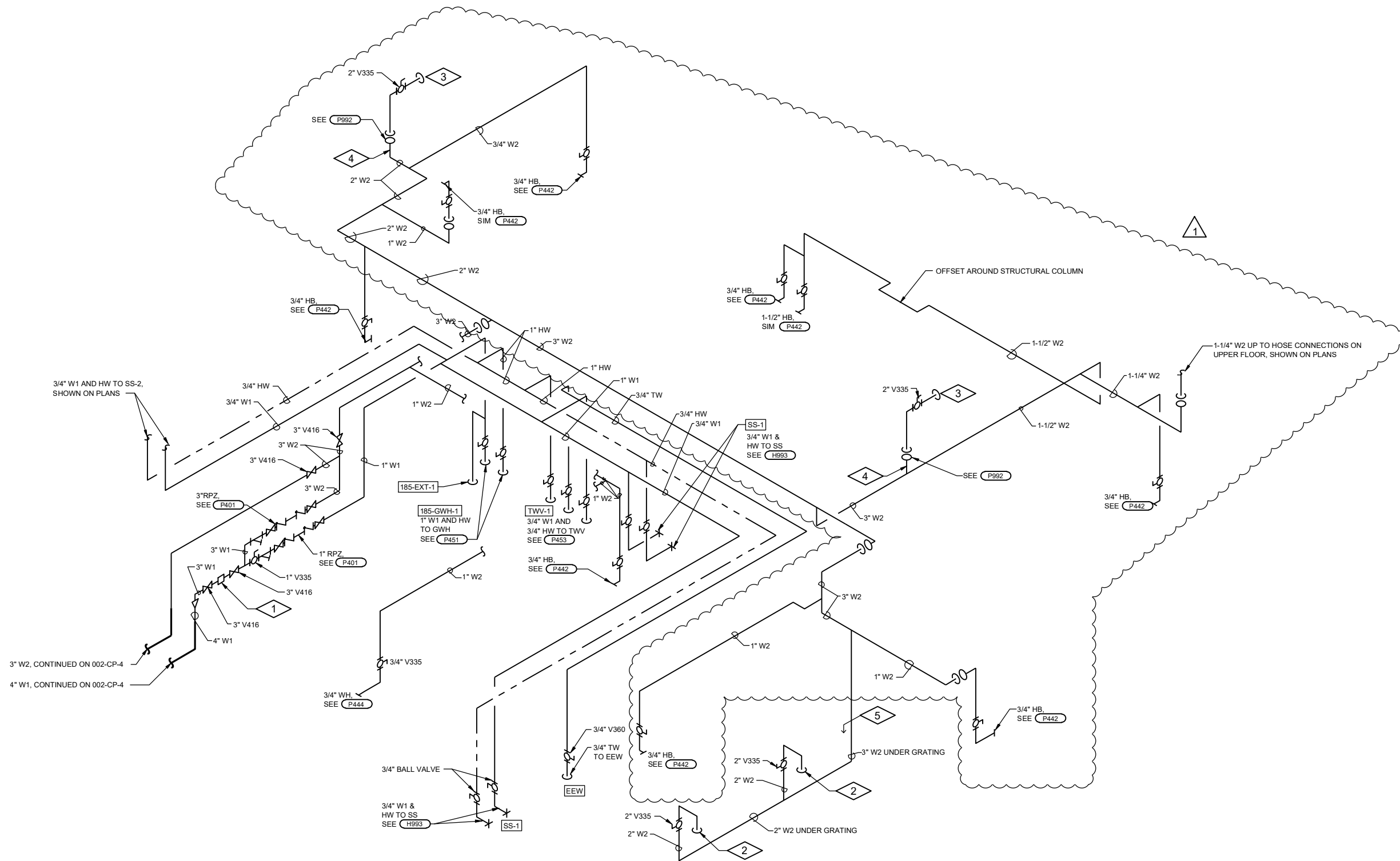
**CITY OF GOSHEN**  
**WASTEWATER TREATMENT PLANT IMPROVEMENTS**  
**PROJECT A**  
**GOSHEN, INDIANA**  
**SLUDGE DEWATERING BUILDING**  
**PLAN**

Sheet No.

Drawing No.

**CONFORMED FOR CONSTRUCTION**





**WATER ISOMETRIC**

NTS

**GENERAL NOTES:**

1. REFER TO 001 SERIES OF DRAWINGS FOR THE SPACE ENVIRONMENT/HAZARDOUS RATING SCHEDULE REGARDING ENVIRONMENTAL CONDITIONS ANTICIPATED WITHIN EACH SPACE AND ALLOWABLE MATERIALS OF CONSTRUCTION TO BE USED WITHIN EACH SPACE.
2. HAZARDOUS RATINGS IDENTIFIED ON THIS DRAWING INDICATE SPACES IN WHICH HAZARDOUS ENVIRONMENT MAY GENERALLY EXIST. CONTRACTOR SHALL REFER TO SPACE ENVIRONMENT /HAZARDOUS RATING SCHEDULE IN 001 SERIES OF DRAWINGS FOR ADDITIONAL INFORMATION EXPLAINING THE EXTENT AND ENVELOPE ASSOCIATED WITH THESE HAZARDS.
3. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION AND/OR FABRICATION.

**PLAN NOTES:**

1. WATER METER, UTILITY FURNISHED.
2. 2" W2 TO POLYMER SKID CONNECTION. PROVIDE WATER HAMMER ARRESTOR SIZE 'C' AND FLEXIBLE CONNECTOR AT CONNECTION.
3. 2" W2 TO SCREW PRESS CONNECTION. TRANSITION AS REQUIRED TO SCREW PRESS CONNECTION PROVIDE WATER HAMMER ARRESTOR SIZE 'D' AND FLEXIBLE CONNECTOR AT CONNECTION.
4. PIPING SHALL BE SST BEFORE PASSING THRU CEILING.
5. PIPING FROM GRATING TO POLYMER SKID CONNECTION SHALL BE SST.

Revision Number	Revision Description	Drawn By	Checked By	Date
01	OVERHEAD DOOR MODIFICATIONS	CAH	CAH	04/14/21

Designed By	CAH
Drawn By	CAH
Checked By	JLW
Approved By	SPG
Filename	185PP1.DWG
Project No.	13503A
Project Date	01/03/2020

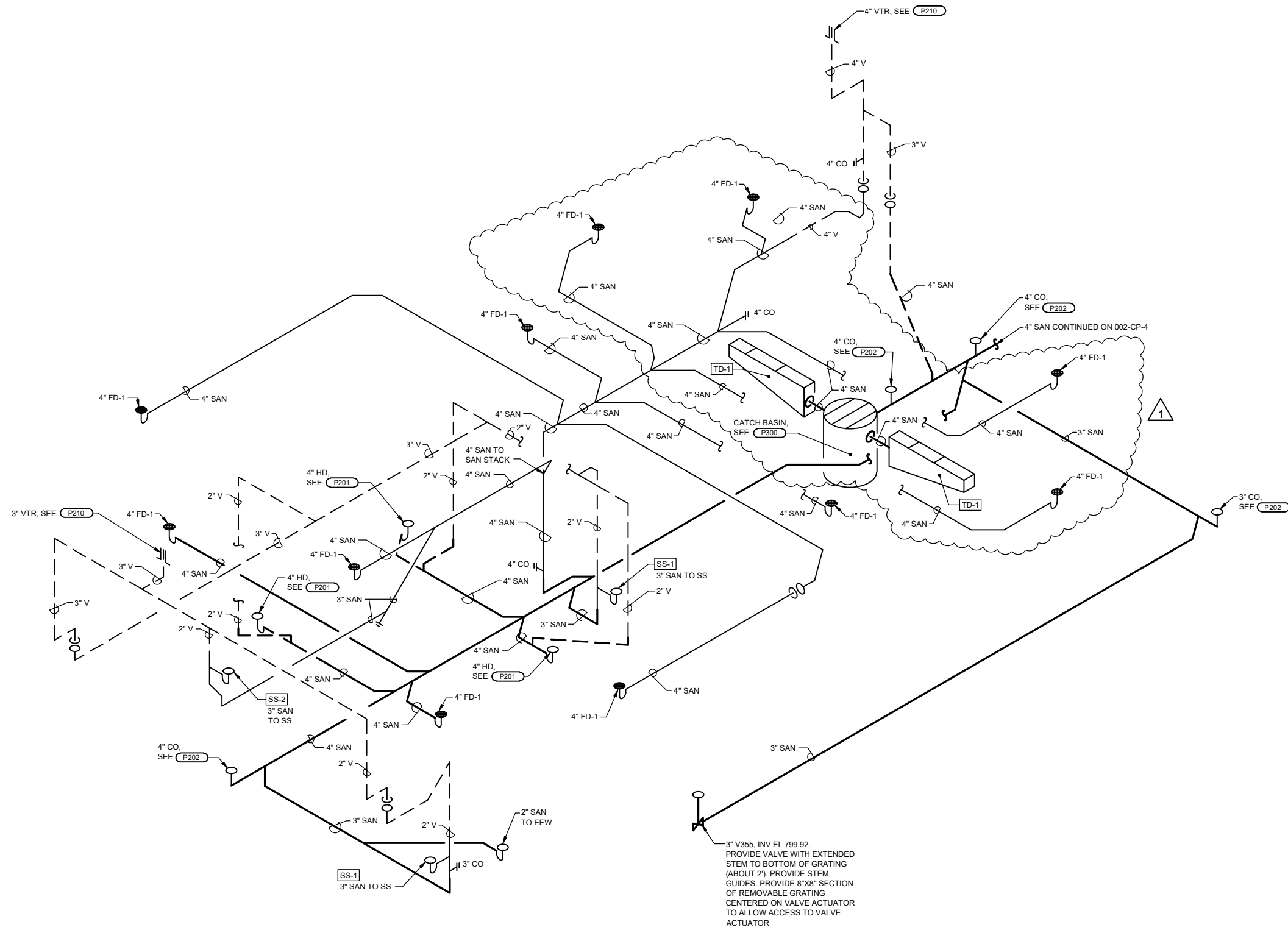
**CITY OF GOSHEN**  
**WASTEWATER TREATMENT PLANT IMPROVEMENTS**  
**PROJECT A**  
**GOSHEN, INDIANA**  
**SLUDGE DEWATERING BUILDING**  
**ISOMETRIC**



Sheet No.  
Drawing No.

**CONFORMED FOR CONSTRUCTION**





**SANITARY ISOMETRIC**

NTS

**GENERAL NOTES:**


1. REFER TO 001 SERIES OF DRAWINGS FOR THE SPACE ENVIRONMENT/HAZARDOUS RATING SCHEDULE REGARDING ENVIRONMENTAL CONDITIONS ANTICIPATED WITHIN EACH SPACE AND ALLOWABLE MATERIALS OF CONSTRUCTION TO BE USED WITHIN EACH SPACE.
2. HAZARDOUS RATINGS IDENTIFIED ON THIS DRAWING INDICATE SPACES IN WHICH HAZARDOUS ENVIRONMENT MAY GENERALLY EXIST. CONTRACTOR SHALL REFER TO SPACE ENVIRONMENT /HAZARDOUS RATING SCHEDULE IN 001 SERIES OF DRAWINGS FOR ADDITIONAL INFORMATION EXPLAINING THE EXTENT AND ENVELOPE ASSOCIATED WITH THESE HAZARDS.
3. ROUTE EXPOSED SANITARY PIPING ABOVE CAKE LOADOUT ROOM AT LEAST 14'-0" AFF.

1

Revision Number	Revision Description	Drawn By	Checked By	Date
01	OVERHEAD DOOR MODIFICATIONS	CAH	CAH	04/14/21

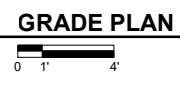
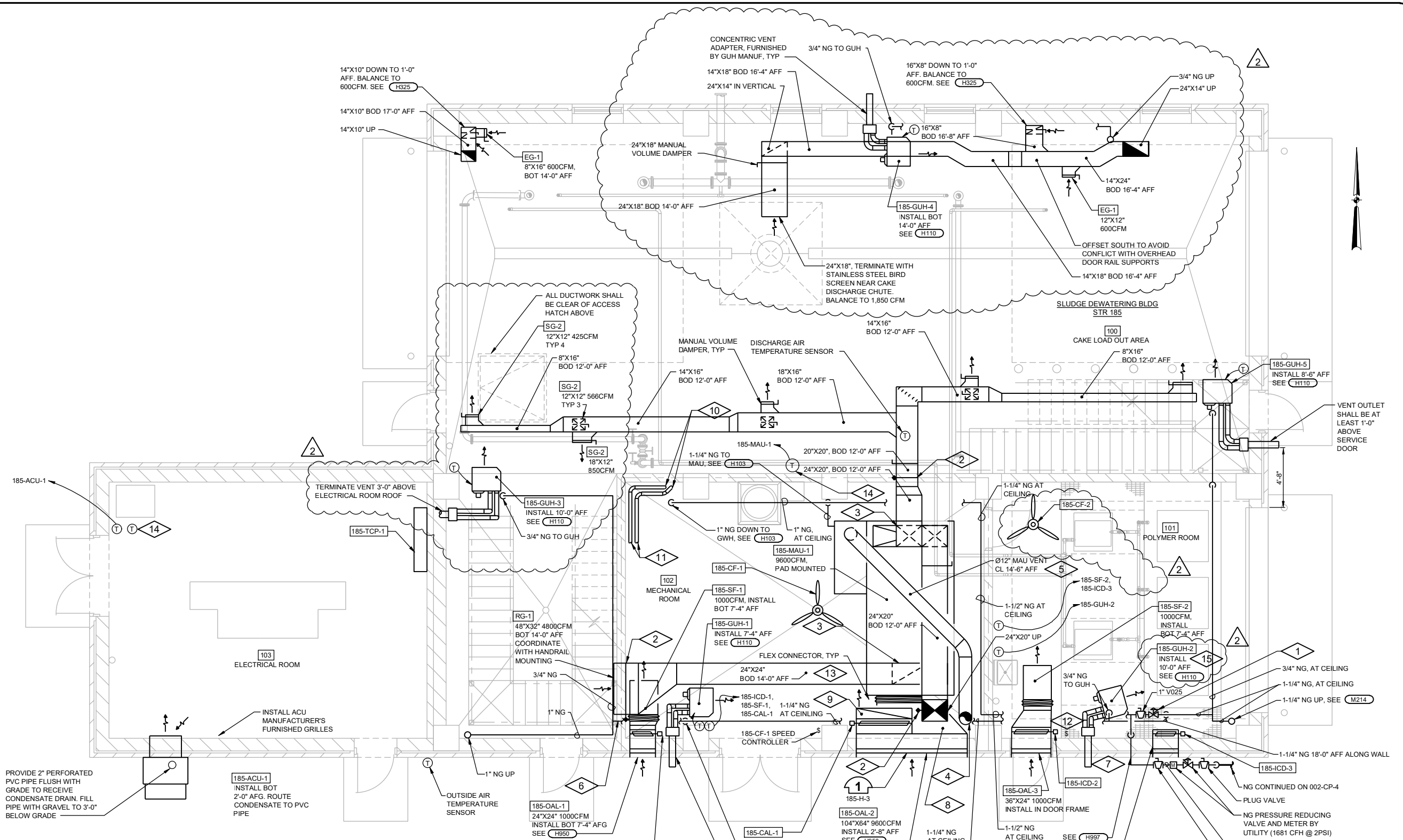
Designed By: CAH  
 Drawn By: CAH  
 Checked By: JLW  
 Approved By: SPG  
 Filename: 185PP1.DWG  
 Project No.: 13503A  
 Project Date: 01/03/2020

**CITY OF GOSHEN**  
**WASTEWATER TREATMENT PLANT IMPROVEMENTS**  
**PROJECT A**  
**GOSHEN, INDIANA**  
**SLUDGE DEWATERING BUILDING**  
**ISOMETRIC**

  
 Sheet No.  
 Drawing No.  
**185-P-7**

**CONFORMED FOR CONSTRUCTION**





**GENERAL NOTES:**

- REFER TO 001 SERIES OF DRAWINGS FOR THE SPACE ENVIRONMENT/HAZARDOUS RATING SCHEDULE REGARDING ENVIRONMENTAL CONDITIONS ANTICIPATED WITHIN EACH SPACE AND ALLOWABLE MATERIALS OF CONSTRUCTION TO BE USED WITHIN EACH SPACE.
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- CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION AND/OR FABRICATION.

**PLAN NOTES:**

- V709, INCOMING PRESSURE 2 PSI, OUTGOING PRESSURE 10 IN-WC, FLOW 405 CFH.
- 1-1/2 HR FIRE DAMPER, SEE H998.
- TRANSITION AS REQUIRED TO MAU.
- 12" MAU VENT THRU CEILING, SEE H998.
- COORDINATE FINAL VENT SIZE WITH MAU MANUF.
- SEE H993, TYP FIREWALL PENETRATION
- TERMINATE GUH VENT 15'-4" AFF (MIN 3'-0" ABOVE OAL-3).
- TRANSITION DUCTWORK FROM OAL TO MAU OUTSIDE AIR INTAKE. INSULATE AND JACKET DUCTWORK IN ACCORDANCE WITH SPECIFICATION 15083.
- 52"X10" DUCT ELBOW UP TO 2'-0" BELOW CEILING
- 4" PVC VENT AND COMBUSTION AIR TO 185-GWH-1.
- 4" PVC VENT AND COMBUSTION AIR 15'-4" AFF. INSTALL GWH MANUFACTURER FURNISHED CONCENTRIC VENT KIT AND TERMINATION AT WALL.
- 185-CF-2 SPEED CONTROLLER.
- PROVIDE RETURN AIR SMOKE DETECTOR, SEE SPECIFICATION 15910.
- TEMPERATURE SENSOR.
- SUPPORT FROM WALL WITH STAINLESS STEEL SUPPORTS. NO CEILING SUPPORTS DUE TO OVERHEAD DOOR.

Revision Number	Revision Description	Checked By	Date
01	FIELD ORDER	CAH	02/12/21
02	OVERHEAD DOOR MODIFICATIONS	CAH	04/12/21

Designed By: CAH  
 Drawn By: CAH  
 Checked By: JLW  
 Approved By: SPG  
 Filename: 185HP1.DWG  
 Project No.: 13503A  
 Project Date: 01/03/2020

**CITY OF GOSHEN**  
**WASTEWATER TREATMENT PLANT IMPROVEMENTS**  
**PROJECT A**  
**GOSHEN, INDIANA**

**DONOHUE**

Sheet No. \_\_\_\_\_  
 Drawing No. \_\_\_\_\_

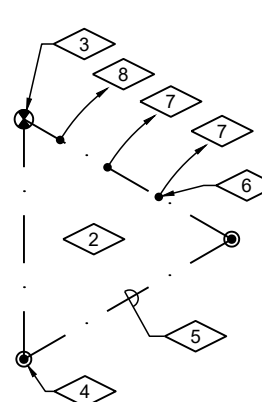
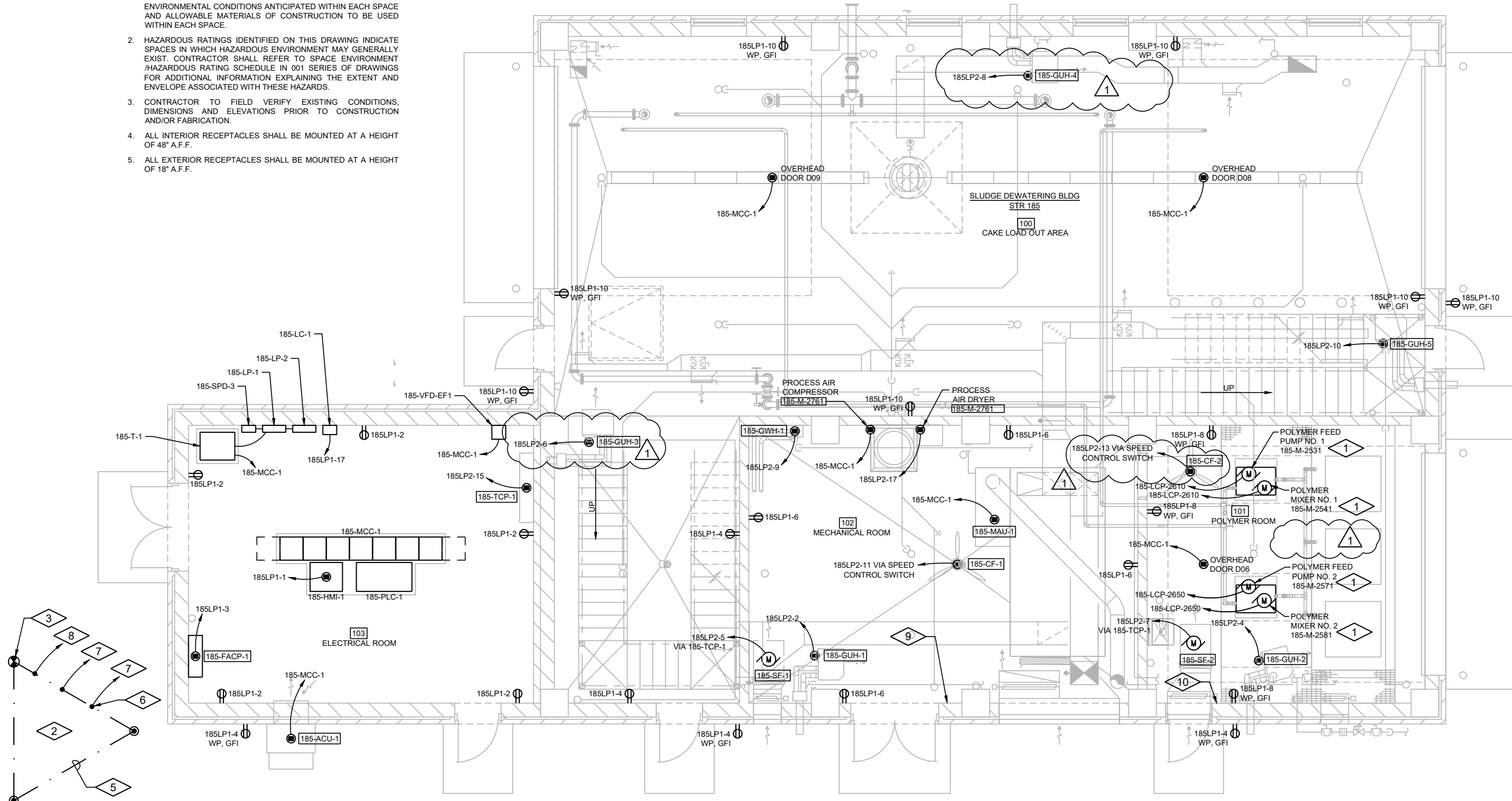
**CONFORMED FOR CONSTRUCTION**

**SLUDGE DEWATERING BUILDING PLAN**



**GENERAL NOTES:**

1. REFER TO 001 SERIES OF DRAWINGS FOR THE SPACE ENVIRONMENT/HAZARDOUS RATING SCHEDULE REGARDING ENVIRONMENTAL CONDITIONS ANTICIPATED WITHIN EACH SPACE AND ALLOWABLE MATERIALS OF CONSTRUCTION TO BE USED WITHIN EACH SPACE.
2. HAZARDOUS RATINGS IDENTIFIED ON THIS DRAWING INDICATE SPACES IN WHICH HAZARDOUS ENVIRONMENT MAY GENERALLY EXIST. CONTRACTOR SHALL REFER TO SPACE ENVIRONMENT /HAZARDOUS RATING SCHEDULE IN 001 SERIES OF DRAWINGS FOR ADDITIONAL INFORMATION EXPLAINING THE EXTENT AND ENVELOPE ASSOCIATED WITH THESE HAZARDS.
3. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION AND/OR FABRICATION.
4. ALL INTERIOR RECEPTACLES SHALL BE MOUNTED AT A HEIGHT OF 48" A.F.F.
5. ALL EXTERIOR RECEPTACLES SHALL BE MOUNTED AT A HEIGHT OF 18" A.F.F.



**LOWER PLAN**  
0 1' 4'

**PLAN NOTES:**

1. VERIFY EXACT LOCATION ON THIS SKID WITH THE SUPPLIER.
2. GROUNDING TRIANGLE CONSISTING OF (3) GROUND RODS FORMED INTO AN EQUILATERAL TRIANGLE. WITH SIDES OF 10-FEET MINIMUM DISTANCE. COORDINATE EXACT LOCATION IN THE FIELD TO AVOID UNDERGROUND PIPING.
3. GROUND TEST STATION. SEE DETAIL E455
4. GROUND ROD (TYP). SEE DETAIL E451
5. #4/0 BARE TINNED COPPER GROUND CONDUCTOR (TYP), DIRECT BURIED 30" DEEP.
6. GROUND CONNECTION. SEE DETAIL E463
7. 1" CONDUIT WITH 1 #4/0 GROUND CONDUCTOR TO GROUND BUS WITHIN 185-MCC-1 INCOMING MAIN SECTION. TYPICAL OF 2.
8. 1" CONDUIT WITH 1 #1/0 GROUND CONDUCTOR TO GROUND TERMINATION WITHIN TRANSFORMER 185-T-1.
9. SPEED CONTROL SWITCH FOR 185-CF-1, FURNISHED BY FAN SUPPLIER, INSTALLED BY CONTRACTOR.
10. SPEED CONTROL SWITCH FOR 185-CF-2, FURNISHED BY FAN SUPPLIER, INSTALLED BY CONTRACTOR.

Date	04/12/2021
Checked By	CEB
Drawn By	CEB
Revision Description	OVERHEAD DOOR REVISIONS
Revision Number	01
Designed By	MWN
Drawn By	MWN
Checked By	JAB
Approved By	MWN
Filename	185EP1.DWG
Project No.	13503A
Project Date	01/03/2020

**CITY OF GOSHEN  
WASTEWATER TREATMENT PLANT IMPROVEMENTS  
PROJECT A  
GOSHEN, INDIANA  
SLUDGE DEWATERING BUILDING  
PLAN**



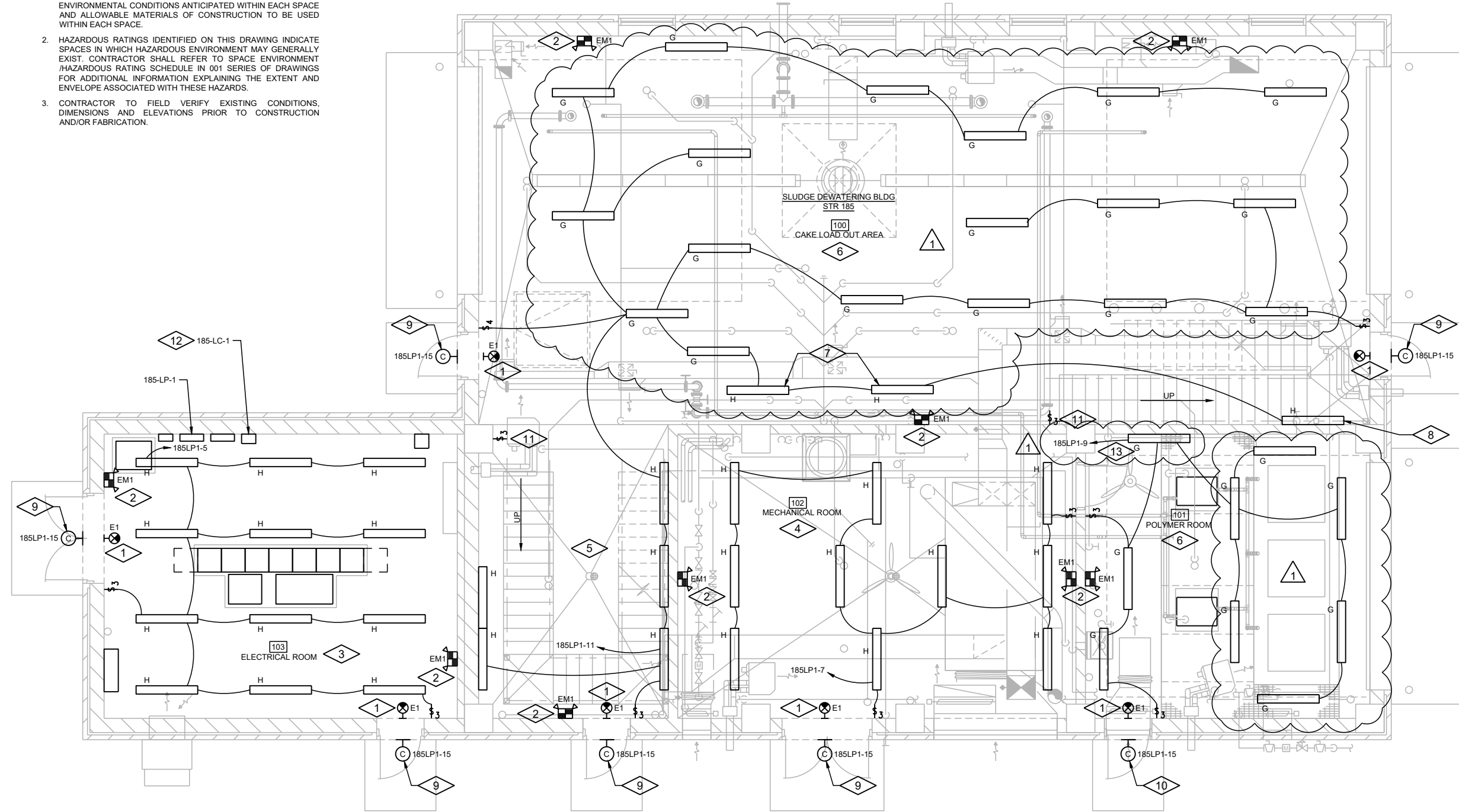
Sheet No.  
Drawing No.

**CONFORMED FOR CONSTRUCTION**

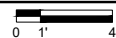


**GENERAL NOTES:**

1. REFER TO 001 SERIES OF DRAWINGS FOR THE SPACE ENVIRONMENT/HAZARDOUS RATING SCHEDULE REGARDING ENVIRONMENTAL CONDITIONS ANTICIPATED WITHIN EACH SPACE AND ALLOWABLE MATERIALS OF CONSTRUCTION TO BE USED WITHIN EACH SPACE.
2. HAZARDOUS RATINGS IDENTIFIED ON THIS DRAWING INDICATE SPACES IN WHICH HAZARDOUS ENVIRONMENT MAY GENERALLY EXIST. CONTRACTOR SHALL REFER TO SPACE ENVIRONMENT /HAZARDOUS RATING SCHEDULE IN 001 SERIES OF DRAWINGS FOR ADDITIONAL INFORMATION EXPLAINING THE EXTENT AND ENVELOPE ASSOCIATED WITH THESE HAZARDS.
3. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION AND/OR FABRICATION.



**LOWER PLAN**



**PLAN NOTES:**

1. CONNECT EXIT LIGHTS TO THE "UNSWITCHED" LIGHTING CIRCUIT FOR ITS RESPECTIVE ROOM. MOUNT ABOVE DOOR.
2. CONNECT EMERGENCY LIGHTING UNITS TO THE "UNSWITCHED" LIGHTING CIRCUIT FOR ITS RESPECTIVE ROOM. WALL-MOUNT AT A HEIGHT OF 8'-0" A.F.F.
3. ALL TYPE "H" LIGHTS WITHIN THE ELECTRICAL ROOM SHALL BE SURFACE-MOUNTED TO THE UNDERSIDE OF THE ROOF STRUCTURE.
4. ALL TYPE "H" LIGHTS IN THE MECHANICAL ROOM SHALL BE CHAIN-HUNG AT A HEIGHT OF 12'-0" A.F.F., UNLESS NOTED OTHERWISE. ADJUST FIXTURE LOCATIONS TO AVOID OBSTRUCTIONS IF REQUIRED.
5. ALL TYPE "H" LIGHTS WITHIN THE ENTRY AREA SHALL BE WALL-MOUNTED AT A HEIGHT OF 8'-0" A.F.F.
6. ALL TYPE "G" LIGHTS WITHIN THE POLYMER ROOM AND CAKE LOAD OUT AREA SHALL BE CHAIN HUNG AT A HEIGHT OF 18'-0" A.F.F., UNLESS NOTED OTHERWISE.
7. CHAIN-HANG LIGHTS AT A HEIGHT OF 11'-0" A.F.F.
8. WALL-MOUNT AT A HEIGHT OF 8'-0" A.F.F.
9. WALL-MOUNT EXTERIOR TYPE "C" LIGHT FIXTURE AT A HEIGHT OF 10'-0" A.F.F., TO THE BOTTOM OF THE FIXTURE. CONNECT TO THE CIRCUIT INDICATED.
10. WALL-MOUNT EXTERIOR TYPE "C" LIGHT FIXTURE AT A HEIGHT OF 12'-0" A.F.F., TO THE BOTTOM OF THE FIXTURE, TO BE ABOVE THE HVAC LOUVER OPENING. CONNECT TO THE CIRCUIT INDICATED.
11. 3-WAY SWITCH FOR CONTROLLING LIGHTING ON THE UPPER LEVEL.
12. LIGHTING CONTACTOR FOR CONTROLLING EXTERIOR ROADWAY LIGHTING ALONG EAST-WEST ROAD TO INDIANA AVENUE. SEE DETAIL E956.
13. WALL-MOUNT AT A HEIGHT OF 18'-0" A.F.F.

Date	04/12/2021
Checked By	CEB
Drawn By	CEB
Revision Description	OVERHEAD DOOR REVISIONS
Revision Number	01
Designed By	MWN
Drawn By	MWN
Checked By	JAB
Approved By	MWN
Filename	185EP1.DWG
Project No.	13503A
Project Date	01/03/2020

**CITY OF GOSHEN**  
**WASTEWATER TREATMENT PLANT IMPROVEMENTS**  
**PROJECT A**  
**GOSHEN, INDIANA**  
**SLUDGE DEWATERING BUILDING**  
**LIGHTING PLAN**



Sheet No.  
Drawing No.

**CONFORMED FOR CONSTRUCTION**



May 6, 2021

Gregory Garnes, P.E., BCEE  
Senior Wastewater Engineer/Project Manager  
Donohue & Associates, Inc.  
101 West Ohio Street, Suite 820  
Indianapolis, IN 46204

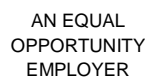
RE: Goshen Wastewater Treatment Plant Improvements Project A – RFP 024 – Sludge Dewatering Building Overhead Door Modifications REV 2 06/01/2021

Dear Mr. Garnes,

This letter is in response to the Request for Proposal 024 dated April 16, 2021. Kokosing has evaluated this request and is submitting a proposal for the cost impacts associated with this modification. Kokosing proposes to perform the requested modifications for **Thirty-Seven Thousand Two Hundred Ninety Dollars (\$37,290)**. This scope change is impacting the critical path of work at the Sludge Dewatering Building and will have an impact on the anticipated project schedule and completion date. Due to material lead times, these modifications will take up to ten (10) weeks of time to complete the scope of work at the Sludge Dewatering Building upon approval. Upon approval, Kokosing will evaluate the overall schedule impact to the project and provide an updated completion date. Attached to this proposal letter, you will find a cost breakdown for the work included in this proposal for your review. This proposal is valid for 7 days.

#### Proposal Clarifications and Assumptions.

1. This proposal includes the installation of three courses of masonry and new masonry lintels below the existing overhead door lintels. The new lintels are to be attached to the existing masonry steel jamb plates as specified on Section F of sheet 185-S-8. No modifications to the existing masonry, jamb plates, or overhead lintels have been shown in the details provided, therefore, no additional modifications beyond those shown on the documents are included.
2. This proposal includes the process piping, HVAC, Plumbing, and electrical modifications as shown on the modified drawings provided. The process piping and HVAC modifications require modified materials to perform the noted changes. Pricing for those modifications have been included in this proposal package.
3. A credit has been provided to change the doors from 16'-0" to 14'-0". The overhead doors for the project have not been released for fabrication and will have a 4-week fabrication lead time from approval.





4. Applicable interior coatings have been included in this proposal to coat the new masonry block being installed at each overhead door.
5. Kokosing has not included an modified process pipe shop drawings as part of this submittal package. The RFP 024 drawings provided will be utilized to document the changed pipe routes and elevations.
6. Final commissioning of the Sludge Dewatering Building cannot be completed until these proposed modifications are complete. No temporary enclosures at the existing overhead doors have been included in this proposal.
7. These modifications do have an impact to the critical path of work on the Sludge Dewatering Building as well as extending the start date to decommission the existing sludge lagoon. No additional costs are included in this proposal to drain the existing sludge lagoon. Draining the sludge lagoon is to be by others.
8. Materials needed to perform the requested changes do have lead time ranging from 3-7 weeks upon approval.
9. These impacts are affecting other scheduled activities on the site that may ultimately affect the critical path of the project. Kokosing is reserving its right to review the schedule and cost impacts that could be created by this shift in the project schedule and submit them separate of this proposal.
10. All work is to be performed during normal business hours. No Overtime has been included.

Please feel free to contact me with any questions or concerns regarding this proposal.

Sincerely,

Matt Cordial  
Project Manager





Project: Goshen WWTP Improvements - Project A

KII Job Number 25338

Date: 6-May-21

DESCRIPTION:

RFP 024 - Sludge Dewatering Overhead Door Modifications REV 2

	Cost	Fee	Total
A. LABOR:			
Subtotal A:	\$ 6,197.77	\$ 929.67	\$ 7,127.44
	**See attached Labor Breakdown		
B. EQUIPMENT:			
Subtotal B:	\$ 819.22	\$ -	\$ 819.22
	**See attached Equipment Breakdown		
C. MATERIAL:			
Subtotal C:	\$ 9,670.32	\$ 1,450.55	\$ 11,120.87
D. SUPPLEMENTAL CONSUMABLES/TOOLING:			
Subtotal D:	\$ 802.92	\$ -	\$ 802.92
E. SUBCONTRACTOR:			
Fetters Construction	\$ 13,435.89	\$ 671.79	\$ 14,107.68
E. SUBCONTRACTOR:			
Current Mechanical	\$ 2,238.00	\$ 111.90	\$ 2,349.90
E. SUBCONTRACTOR:			
Lechlitner Door	\$ (976.50)	\$ (48.83)	\$ (1,025.33)
E. SUBCONTRACTOR:			
Howard Painting	\$ 1,360.00	\$ 68.00	\$ 1,428.00
F. INSURANCE/BOND			
Subtotal F:	\$ 559.35	\$ -	\$ 559.35
GRAND TOTAL (A+B+C+D+E+F):	31,485	3,052	37,290



RFP 024 - Sludge Dewatering Building Overhead Door Modifications  
 Kokosing Labor Breakdown

**LABOR**

**CHANGE COORDINATION**

Item	Title	Mnhr	\$/HR	Total
1	Project Manager	16	\$ 83.50	\$ 1,335.98
2	Mechanical Coordinator	4	\$ 75.44	\$ 301.76
3	Change Coordinator	4	\$ 75.44	\$ 301.76

**PROCESS PIPE MODIFICATIONS**

1	Mechanical Superintendent	8	\$ 70.34	\$ 562.68
2	Laborer (2)	16	\$ 46.36	\$ 741.74
3	Labor Foreman	8	\$ 46.93	\$ 375.46

**STEEL LINTEL MODIFICATIONS/INSTALL**

1	Journeyman (2)	32	\$ 59.98	\$ 1,919.30
2	Operator	10	\$ 65.91	\$ 659.09

**TOTAL KOKOSING LABOR** **\$ 6,197.77**

**EQUIPMENT**

Item	Title	Mnhr	\$/HR	Total
1	JD 410 Backhoe	10	\$ 52.40	\$ 524.02
2	Scissor Lift	48	\$ 6.15	\$ 295.20

**TOTAL KOKOSING EQUIPMENT** **\$ 819.22**

**MATERIAL**

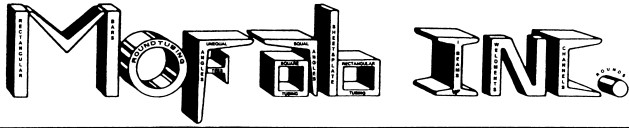
Item	Title	Qty	UOM	Total
1	Mofab Lintel Material	1	LS	\$ 7,400.00
2	MPI McWane	1	LS	\$ 513.06
3	Flange Makeups	1	LS	\$ 64.08
3	Masonry Rebar	1	LS	\$ 237.50
2	American Producers	1	LS	\$ 1,455.68

**TOTAL KOKOSING MATERIALS** **\$ 9,670.32**









1415 FAIRVIEW STREET • ANDERSON, IN 46016  
 PHONE: (765) 649-5577 • FAX: (765) 641-1567  
 E-MAIL: ESTIMATING@MOFABINC.COM

# CO QUOTATION

DATE: 4/22/21

**PRICE IS VALID  
FOR 30 DAYS**



ADDENDUMS REVIEWED: N/A

CUSTOMER:	Kokosing Industrial	ESTIMATED BY:	Max W. Hains II
ADDRESS:	3862 N. Commerical Pkwy	PROJECT NAME:	Goshen WWTP RFP#24- Sludge Dewatering OHD New Lintels
CITY, STATE, ZIP:	Greenfield, IN 46140	PROJECT LOCATION:	Goshen, IN
ATTENTION:	Kyle Vanderford, JR Marx	QUOTE NUMBER:	42221

ESTIMATED DELIVERY TIME: T.B.D.

F.O.B.: OUR TRUCK - JOBSITE

TERMS: NET 30

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
ONE LOT	MISC. METAL FABRICATIONS PER OUR ATTACHED SCOPE OF WORK AND LIST OF EXCLUSIONS.  FURNISHED AND DELIVERED ONLY, FOR THE SUM OF:		\$ 7,400.00  PLUS TAX IF APPLICABLE
	<b>THANK YOU FOR THE OPPORTUNITY TO QUOTE. IF YOU HAVE ANY QUESTIONS OR NEED FURTHER ASSISTANCE PLEASE DO NOT HESITATE TO CALL.</b>		
			\$ 7,400.00

THIS IS AN ESTIMATE ONLY, NOT A CONTRACT FOR SERVICES. THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION OF THE CONTRACT DOCUMENTS AND DOES NOT INCLUDE MATERIAL PRICE INCREASES AND/OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORSEEN PROBLEMS ARISE AFTER THE WORK HAS STARTED.

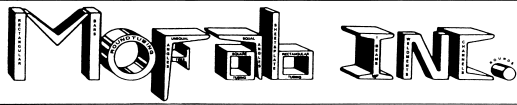
*Max W. Hains 2*

BY: Max W. Hains II, Estimator

ACCEPTED:

DATE:





# C.O.- BID SCOPE OF WORK

1415 FAIRVIEW STREET • ANDERSON, IN 46016  
 PHONE: (765) 649-5577 • FAX: (765) 641-1567

PROJECT:	Goshen WWTP RFP#24- Sludge Dewatering OHD New Lintels		
LOCATION:	Goshen, IN		
BID DATE:	4/22/21	TIME:	12:00 AM
ADDENDUMS REVIEWED:	N/A		

QTY.	DESCRIPTION	REF.DWG	QTY.	DESCRIPTION	REF.DWG
3	[GALV] L1 type Lintels- W8 x 18 x 16ft long w/ attached 3/8" x 11" bottom plate 1/4" gussetts and 6"x6"x5/16" angle x 16ft long				
6	[GALV] 4"x4"x3/8"angle x 7"				

**NOTE:**

- 1.) STEEL MATERIALS QUOTED AS PRIME PAINTED w/ (1) ONE COAT.
- 2.) STEEL MATERIALS NOTED AS [GALV] QUOTED AS HOT-DIPPED GALVANIZED ONLY, NO PAINT, U.N.O.
- 3.) ALUMINUM & STAINLESS STEEL QUOTED AS *MILL FINISH*, U.N.O.

**DELIVERIES**

ONE - MISC. FABRICATIONS SHIPMENT, FROM MOFAB, INC.

**MOFAB, INC.'S STANDARD EXCLUSIONS**

- |  |   |
|--|---|
| 1. ALLOWANCES, TAXES & RETAINAGE.  | 12. MASONRY ANCHORS OR ATTACHMENT                                       |
| 2. UNLOADING & INSTALLATION OF MATERIAL                                    | 13. SAFETY RAILING OR CABLE FOR OTHERS                                  |
| 3. SHOP LAYOUT & DRILLING OF HOLES FOR ATTACHMENT OF RAILING & CONC. FORMS | 14. EXPANSION JOINT COVERS, NOSINGS & CASTINGS, U.N.O.                  |
| 4. PIPE SUPPORTS, HANGERS & BRACKETS.                                      | 15. RAILING, GRATING, & SUPPORTS AT BRIDGES, U.N.O.                     |
| 6. ALL FRP MATERIAL, U.N.O.  | 16. BOLTS AND/OR ANCHORS NOT SPECIFIC FOR MAT'L SUPPLIED BY MOFAB, INC. |
| 7. ACCESS HATCHES & FLOOR DOORS  | 17. TESTING, SURVEYS, ENGINEER'S STAMP AND FIELD MEASURING.             |
| 8. NEOPRENE/"TEFLON" GASKETS & SEALS                                       |   |
| 9. EMBED ITEMS IN PRECAST  |   |
| 10. PIPE SLEEVES FOR RAILING   |   |
| 11. EPOXY FOR ANCHORS, GROUT&GROUTING                                      | 18. ANYTHING NOT SPECIFICALLY IN SCOPE                                  |

**PROJECT SPECIFIC EXCLUSIONS**

1. ANYTHING NOT SPECIFICALLY IN SCOPE.

ONCE MOFAB, INC. HAS BEEN DETERMINED TO BE THE SUCCESSFUL METALS PROVIDER, WE ASK THAT MOFAB, INC.'S SCOPE OF WORK AND LIST OF EXCLUSIONS BE INCORPORATED INTO ANY CONTRACT OR PURCHASE ORDER DIRECTING US TO PROCEED. WE WILL REQUIRE (1) ONE COMPLETE SET OF CONTRACT DOCUMENTS, SPECIFICATIONS, AND ADDENDUMS AT THE TIME OF PURCHASE.

PLEASE CONTACT US A.S.A.P. IF ANY ADDITIONS/DEDUCTIONS, OR CHANGES NEED TO BE MADE TO THE ABOVE SCOPE.

SINCERELY,

*Max W. Hains 2*

Max W. Hains !!  
 Estimating  
 MoFab, Inc.  
 cc: File





## Lechlitner Door Sales & Service, Inc.

57738 County Road 3

Elkhart, IN 46517

Phone #: 574-295-6311 - Fax #: 574-295-6757

Kokosing Industrial,

The credit price difference from the original scoped 16' doors to the 14' doors is \$ 976.50

Request for proposal: # 024

Project: # 13503-A

Thank you, Douglas Lechlitner

Please feel free to contact us with any further questions.

Phone: (574) 295-6311 or Fax: (574) 295-6757

Email: [lechdoor@msn.com](mailto:lechdoor@msn.com)





# Confirmation

**MCWANE PLANT & INDUSTRIAL**  
 1201 VANDERBILT ROAD  
 BIRMINGHAM, AL 35234  
 USA

Telephone 866-924-8674  
 Fax  
 Web www.mcwanepi.com

Page 1 of 1  
 Revision SO-001616-1  
 Revision date 4/20/2021

Sold to
<b>KOKOSING INDUSTRIAL, INC</b> PO BOX 226 FREDERICKTOWN, OH 43019 USA

Order information	
<b>Sales order</b>	<b>SO-001616</b>
Order date	4/20/2021
Customer number	000016
<b>Customer PO</b>	<b>2507554/#23</b>
Job name	GOSHEN
Terms of payment	NET 30
Sales responsible	Dan Henrie
Sales taker	ANGELA PRUITT
Sales pool	
Division	

Ship to
<b>Kokosing INDUSTRIAL, INC</b> C/O GOSHEN WWTP 1000 W. WILDEN AVE ATTN: JEFF PROWANT 614-207-0993 GOSHEN, IN 46528 USA

Shipping Information	
Ship via	BEST WAY
Freight payment terms	PREPAID-DO NOT CHARGE

Notes
JOB NAME- GOSHEN WWTP CONTACT- JEFF PROWANT 614-207-0933

Line	Quantity	Unit	Item number	Description	Weight	Receipt date	Warehouse	Net price	Amount						
1	1	EA	D5404538WAJA-USA	4" FLG X FLG CL53 DCL/RED USA 9" TAG# DSD-RFP 24-2	0	5/12/2021	MDO	197.20	197.20						
2	1	EA	670610286257	BEND,L/R,4,FE,90,C110,CL,TN TAG: DSD-RFP-24-1	46	5/12/2021	TYU	315.86	315.86						
				<b>Total weight</b>	46	<b>Currency</b>	USD	<b>Subtotal</b>	513.06	<b>Charges</b>	0.00	<b>Sales tax</b>	0.00	<b>Total</b>	513.06

THE MCWANE, INC. TERMS AND CONDITIONS OF SALE, FOUND AT <http://www.mcwane.com/> under the Terms and Conditions tab ("Online Terms and Conditions"), INCLUDING BUT NOT LIMITED TO ALL WARRANTIES, DISCLAIMERS OF IMPLIED WARRANTIES AND LIMITATIONS ON LIABILITY, ARE INCORPORATED HEREIN BY THIS REFERENCE. Each party agrees that all sales of Goods by MCWANE PLANT & INDUSTRIAL, a division of McWane, Inc. ("Seller") to Buyer are governed by the Online Terms and Conditions which supersede any other or inconsistent terms of Buyer or Seller. Each party agrees that the Online Terms and Conditions will also govern all sales of Goods to Buyer by any McWane, Inc., subsidiary, affiliate or division, in which case such subsidiary, affiliate or division will be the "Seller" under this Agreement (unless otherwise agreed in writing by such subsidiary, affiliate or division). Buyer acknowledges that the Online Terms and Conditions are subject to change from time to time and the parties agree that each sale of Goods will be governed by the version of the Online Terms and Conditions available at the time of Seller's acceptance of an order for such Goods.



**AMERICAN PRODUCERS SUPPLY- \*SUNBURY**  
**6914 STATE RT 37 EAST**  
**SUNBURY OH 43074**  
**740-362-7249 Fax 740-369-7361**

**Quotation**

QUOTE DATE	QUOTE NUMBER
04/22/21	S2857222
ORDER TO: AMERICAN PRODUCERS SUPPLY- *SU 6914 STATE RT 37 EAST SUNBURY OH 43074 740-362-7249 Fax 740-369-7361	PAGE NO.          <b>1</b>

QUOTE TO:  
KCC SUPPLY B2  
PO BOX 3  
FREDERICKTOWN, OH 43019

SHIP TO:  
KOKOSING- FREDERICKTOWN- BIDDING  
USE ONLY FOR BIDDING/QUOTING  
FREDERICKTOWN, OH 43019

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
65358			TODD BRUNTON	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
TODD BRUNTON	OTS OT SUNBURY	NET 30 DAYS	04/22/21	Yes
ORDER QTY	PART NO	DESCRIPTION	UNIT PRICE	AMT
40FT	1012006	B-LINE B22SH-120SS4 1-5/8 x 1-5/8 CHANNEL SLOTTED STRUT, STAINLESS STEEL 304, 10 FT. 12GA	18.334/FT	733.36
2ea	1022461	B-LINE B280SQ-SS4 SQUARE POST BASE FOR B22 STRUT 304SS	151.583/ea	303.17
12ea	1022462	B-LINE N255-SS6 1/2 STRUT SPRING NUT	9.850/ea	118.20
4ea	1022463	B-LINE B104SS4 90 DEGREE CORNER BARCKET	36.769/ea	147.08
4ea	1022464	*** NS *** PLUS UPS/FREIGHT B-LINE B143SS4 3-1/2 X 5-3/8 CORNER FLATE PLATE FITTING, 4 HOLES, 1/4 IN THK, 304 STAINLESS STEEL	36.980/ea	147.92
12ea	59218	BOLT 1/2-13X1-1/4 SS 18-8 HEX TAXES NOT INCLUDED	0.496/ea	5.95
			<b>Subtotal</b>	<b>1455.68</b>
			<b>S&amp;H CHGS</b>	<b>0.00</b>

**This is a Quotation.**

Price are firm for 30 days. subject to change without notice after 30 days.  
Applicable taxes extra.

**Amount Due 1455.68**





**HOWARD  
PAINTING  
INC.**

P.O. BOX 3 ▾ DEFIANCE, OH 43512 ▾ 419-782-7786 ▾ 800-886-7786 ▾ FAX: 419-782-0353

---

April 26, 2021

Kokosing Industrial, Inc.  
3862 North Commercial Parkway  
Greenfield, Indiana 46140

Attn: Mr. Matt Cordial

We are extremely pleased to quote labor, material, equipment and insurance for specified work as follows:

RE: **Goshen WWTP**  
Goshen, Indiana

**RFP-024**

Work shall include additional painting due to changes associated with the overhead garage doors at the Sludge Dewatering Building.

Add: \$ 1,360.00

HOWARD PAINTING, INC.

Joseph W. Howard, P.E.





# TRANSMITTAL LETTER

**Current Mechanical**

Transmittal # **P2784-RFP #24**

2120 E. Washington Blvd.  
Fort Wayne, IN 46803

Date: 05-24-21  
Phone: (260) 420-8138  
Fax: (260) 424-1938

**Project Name:** Goshen WWTP

**To:** Kokosing Industrial

**Attn:** Matt Cordial  
3862 N. Commercial Pkwy.  
Greenfield, IN 46140

**SUBJECT: RFP #24**

**Phone:** (317) 891-1136

Items listed are being sent

- Enclosed
- Under Separate Cover
- Via Email

We are transmitting the following to you:

- |   |  |   |  |                                |
|---|--|---|--|--------------------------------|
| <input checked="" type="checkbox"/> <b>RFP</b>  | <input type="checkbox"/> Samples               | <input type="checkbox"/> Shop Drawings  | <input type="checkbox"/> O & M Manuals | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Architectural Drawings | <input type="checkbox"/> Letters               | <input type="checkbox"/> Specifications | <input type="checkbox"/> Prints        |                                |
| <input type="checkbox"/> Engineering Drawings   | <input type="checkbox"/> Change Order Requests |   |  |                                |

Our cost would be \$2,238.00 for ductwork revisions in relation to the overhead door revisions.

Material: \$821.00  
Labor: \$1,125.00  
Markup: \$292.00  
Total: \$2,238.00

**By:** Dan Hoover

Received by: \_\_\_\_\_ 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

June 7, 2021

**To:** Board of Public Works and Safety  
**From:** Brandy L. Henderson  
**Subject:** Amended Agreement with Peoplelink Staffing Svcs

The City's Street Dept. needs additional staffing for their seasonal work programs. The City has an agreement with Peoplink Staffing Services to supply temporary general labor staffing for this purpose. In order to be competitive and attract potential personnel, the City's Street Dept has decided to increase the wage to be offer. Therefore, a modification to the contract with Peoplelink Staffing Svcs to provide temporary personnel needs to be amended to increase the general labor a rate to a pay rate of \$15.00 per hour and a bill rate of \$21.00 per hour.

**Suggested Motion: Move to approve and authorize the Mayor to execute the amended agreement with Peoplelink Staffing Services.**



## **Amendment to the Contract Terms to Peoplelink LLC's Staffing Services Agreement**

THIS AMENDMENT is entered into on \_\_\_\_\_, 2021, which is the last signature date set forth below, by and between **Peoplelink Staffing Solutions, LLC** "Peoplelink"), whose mailing address is 1152 Lincoln Way South, Ligonier, IN 46767, 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").

### **RECITALS**

- (A) City and Peoplelink entered into a Staffing Services Agreement on September 24, 2018 memorializing the general labor staff pay rate at \$12.00 per hour and the billable rate to the City by Peoplelink at \$16.80 per hour.
- (B) The City wishes to amend the terms of the Agreement to authorize an increase in the general labor staff rate to \$15.00 per hour.
- (C) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

### **Section 1. Pricing**

The pricing of Peoplelink's services shall be amended to increase the general labor rate to a payrate of \$15.00 per hour and a bill rate of \$21.00 per hour.:

### **Section 2. Effective Date**

The Amendment shall become effective on the day of execution and approval by both parties.

### **Section 3. Original Agreement**

In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.

### **Section 4. Authority to Execute**

The undersigned affirm that all steps have been taken to authorize execution of this Amendment, and upon the undersigned's execution, bind their respective organizations to the terms of the Amendment.

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



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

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

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

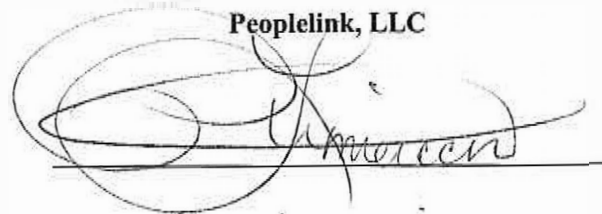
\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
Barb Swartly, Member

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

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

**Peoplelink, LLC**

  
\_\_\_\_\_

Printed: Patti Limerick

Title: Branch Manager

Date Signed: 6-02-2021





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

June 7, 2021

**To:** Board of Public Works and Safety  
**From:** Brandy L. Henderson  
**Subject:** Center for Business Excellence, Inc.'s Community Service Funds Agreement

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.

Center for Business Excellence, Inc. was one such community service organization that has applied for these funds. Center for Business Excellence, Inc. has requested \$10,000 for economic development and operations efficiency. Center for Business Excellence, Inc. has provided all the required information and an agreement is now being brought before the Board for consideration and approval.

**Suggested Motion:** I move that the City of Goshen approved the agreement with Center for Business Excellence, Inc. to support the project or projects outlined in its submitted application.



## AGREEMENT

**With Center for Business Excellence, Inc.**

### **To Provide Economic Development and Operations Efficiency Consulting**

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

1. Purpose of this Agreement; Grant Funds.

A. The purpose of this Agreement is to enable the City to award a grant, in the amount of Ten Thousand Dollars (\$10,000), to the Grantee for eligible costs of the services or program described in Grantee's Community Services Grant 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 Grantee's Community Services Grant Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Grantee 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 Grantee.

A. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these Grant funds and that the information set forth in its Community Services Grant Application is true, complete, and accurate. The Grantee 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 Grant Application.

B. By entering into this Agreement, Grantee 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 Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with the description contained in Grantee's Community Services Grant Application. Any modification of the Project from the description given in Grantee's Community Services Grant Application shall require prior written approval of the City.



B. The Grantee shall submit to the City an Interim Grant Report Form on or before June 25, 2021, and a Final Grant Report Form within thirty (30) days of completion of the Project, but no later than December 17, 2021, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties, and shall remain in effect through completion of the Project, or December 31, 2021, whichever is later.

5. Grant Funding.

A. The City shall fund this grant during its term, pursuant to the project budget set forth within Grantee's Community Services Grant Application. The Grantee 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 grant funds to the Grantee 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 grant 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 Grantee 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 Grantee's Community Services Grant 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 Grantee's Community Services Grant Application and that unpaid costs have been properly accrued; and

C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to the City.



8. Audits and Maintenance of Records. Grantee 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 Grantee 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 Grantee to determine whether the provisions of this Agreement require formal modification.

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

C. The Grantee 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 Grantee and any principals of the Grantee certify that:

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

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

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



a. has not violated the terms of 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 Grantee hereby swears or affirms under the penalties of perjury that:

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

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

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

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

The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the 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 Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, 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, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the City is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action



requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

14. Contracting with Relatives.

Pursuant to IC 36-1-21, if Grantee is wholly or partially owned by a relative of an elected official of the City Grantee certifies that Grantee 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 Grantee.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, 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 Grantee shall be sent to (Include contact name and title, mailing and e-mail address):

Center for Business Excellence, Inc  
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 Grant 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 grant payments, and suspend the Grantee's participation in the City grant programs 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 Grantee 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 of the grant, 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 Grantee of a Termination Notice, specifying effective date of termination and extent of termination. The Grantee 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 Grantee attests, subject to the penalties for perjury, that the undersigned is the Grantee or a properly authorized representative, agent, member, or officer of the Grantee. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, Grantee 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 OF GOSHEN, INDIANA:

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

\_\_\_\_\_  
Barb Swartly, Member

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

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

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

GRANTEE: CENTER FOR BUSINESS EXCELLENCE, INC.

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

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

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

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





**Community Services Grant Application  
Program Year 2021**

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

Applications available: Monday, March 29, 2021.

**Applications due: Monday, April 12, 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 Grant 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 funds for program year 2021 will become available sometime after July 1, 2021. If a grant is awarded, program expenses may be incurred starting January 1, 2021, but no claims will be paid until grant agreements are approved by the Board of Public Works and signed.

Organization: Center for Business Excellent

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 Operations Efficiency

Community Services grant requested: \$ 10,000

Expected number of individuals to benefit from this project: 250+



- 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 Services funds.

- Identifying, prioritizing and addressing top issues impacting the City's Economic Development Strategy.
- Working with City Staff on improving efficiencies on the delivery of services
- Team Building with City Staff utilizing DiSC Workplace Profiles assessments and training
- Working with Business and Not For Profit organizations across the city on Continuous Improvement, Lean and Leadership Training and Team Building
- Working with local Agencies, the Goshen Homeless Coalition and City Leaders on Low Barrier Homeless shelter solutions.
- All these efforts will be conducted throughout the year and will encompass areas and people throughout the city.

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

Item Description	Total Amount	Community Services Funds	Other Funds
a. <i>Prioritizing and addressing top issues</i>	\$ 3,000	\$ 3,000	
b. <i>Departmental efficiencies</i>	\$ 1,500	\$ 1,500	
c. <i>Supporting local business + NFPS training</i>	\$ 3,000	\$ 3,000	
d. <i>Low Barrier Homeless Solutions</i>	\$ 1,500	\$ 1,500	
e. <i>Team Building - DiSC Assessments, Training</i>	\$ 1,000	\$ 1,000	
f.			
<b>TOTALS</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	



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

No other funds will be utilized for 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.

This work will can help address multiple aspects of the City's Economic Development goals and objectives by determining root causes of the top opportunities and developing actions plans to address them in each of the following Goal and Objective areas:

E-1: Work to diversify the local economy

E-2: Support the development and recruitment of a skilled and competitive workforce

E-3: Support the development of small, locally-owned businesses

E-4: Provide essential infrastructure to facilitate economic growth

E-6: Encourage business practices that have positive social impacts on the community

E-7: Promote sustainable practices in business and industry

In addition, the work will help train in developmental tools and build Team Work for the City Departments working on these goals.

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

The goals will be specific to the top issues identified in the prioritization process and the timeline will extend through 2021. Success will be measured through delivering the appropriate training, identifying the root causes of the top issues, setting up specific plans to address the root causes and working through the plans of actions.



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 population will vary according to which top issues are identified and selected in the prioritization process.

**Organizational Characteristics**

IRS nonprofit status 501(c)(3)

Years in operation 29

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 Not for Profit organization affiliated with the Greater Elkhart Chamber of Commerce. It serves regional For Profit and Not For Profit organizations through training and business consulting in the areas of Lean Tools and Principles, Leadership Development, Team Building, Vision and Mission Development, Strategic Planning Employee Retention and Executive Coaching. CBE partners with SCORE and the ISBDC to help small and medium sized businesses and assists workforce development.

CBE's mission is to help Regional For Profit and Not For Profit organizations transform their current strengths to provide even greater value to their clients and customers. This is accomplished through training and implementing Lean Principles and enhancing capabilities in continuous improvement, team building and leadership effectiveness.




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:

Levon D Johnson

Date: 3/30/2021

Chairperson, Board of Directors (Signature)



---

Printed Name:

Steven Eiler

Date: 3/31/21



**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>

**TOTAL ASSETS** \$ 2,064,342

**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>158,044</u>
Total Net Assets	<u>158,044</u>

**TOTAL LIABILITIES AND NET ASSETS** \$ 2,064,342

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
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**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
    - Clear 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:
  - o Jan 10 Annual Planning Meeting
  - o Mar 1 Tour and presentation: 1st Source Bank
  - o Apr 4 Measuring Your Lean-Continuous Improvement Journey
  - o May 21 Lean and Retention/Hiring Best Practices Presentations
  - o Jun 19 5S Best Practices: Manufacturing and Office
  - o Jul 19 Tour and presentation: AM General, Military Humvee Production Facility
  - o Aug 8 Tour and presentation: Notre Dame IDEA Center
  - o Sep 19 Whirlpool Analytics Journey with Alex Svetlev
  - o Oct 17 Tour and presentation: Subaru of Indiana, Lafayette, IN
  - o Nov 14 Tour and presentation: CAPS (Child and Parent Services) New Facility
  - o 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

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

Respectfully submitted,

*Merritt Dilts*

Merritt Dilts  
Vice President, Business Resources





# Community Services Grant Application

## CBE Board of Directors

### 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





## Annual Budget

### 2021 Annual Budget - Executive Overview

Ordinary Income/Expense	2021 Bgt
<b>Income</b>	
4310 Program Revenue	\$38,000
4700 Grants	\$52,000
4750 Other Funds Received	\$25,925
<b>Total Income</b>	<b>\$115,925</b>
<b>Gross Profit</b>	<b>\$115,925</b>
<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>	<b>\$115,601</b>
<b>Net Income</b>	<b>\$324</b>

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



GRANT AGREEMENT

With CBE

To Perform/Provide Economic Development Support

This Grant Agreement ("Agreement"), entered into by and between the City of Goshen, Indiana ("the City") and Center For Business Excellence (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Grant Funds.

A. The purpose of this Agreement is to enable the City to award a grant, in the amount of \$10,000, to the Grantee for eligible costs of the services or program described in Grantee's Community Services Grant 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 Grantee's Community Services Grant Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Grantee 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 Grantee.

A. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these Grant funds and that the information set forth in its Community Services Grant Application is true, complete, and accurate. The Grantee 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 Grant Application.

B. By entering into this Agreement, Grantee 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 Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with the description contained in Grantee's Community Services Grant Application. Any modification of the Project from the description given in Grantee's Community Services Grant Application shall require prior written approval of the City.



B. The Grantee shall submit to the City an Interim Grant Report Form on or before June 25, 2021, and a Final Grant Report Form within thirty (30) days of completion of the Project, but no later than December 17, 2021, on forms provided by the City.

4. Term. This Agreement commences on Jan 1, 2021, and shall remain in effect through completion of the Project, or December 31, 2021, whichever is later.

5. Grant Funding.

A. The City shall fund this grant during its term, pursuant to the project budget set forth within Grantee's Community Services Grant Application. The Grantee 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 grant funds to the Grantee 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 grant 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 Grantee 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 Grantee's Community Services Grant 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 Grantee's Community Services Grant Application and that unpaid costs have been properly accrued; and

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



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

8. Audits and Maintenance of Records. Grantee 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 Grantee 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 Grantee to determine whether the provisions of this Agreement require formal modification.

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

C. The Grantee 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 Grantee and any principals of the Grantee certify that:

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

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

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



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

a. has not violated the terms of 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 Grantee hereby swears or affirms under the penalties of perjury that:

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

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

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

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

The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the 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 Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, 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, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.



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

14. Contracting with Relatives.

Pursuant to IC 36-1-21, if Grantee is wholly or partially owned by a relative of an elected official of the City Grantee certifies that Grantee 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 Grantee.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, 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 Grantee shall be sent to (Include contact name and title, mailing and e-mail address):

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 Grant 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 grant payments, and suspend the Grantee's participation in the City grant programs 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 Grantee 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 of the grant, 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 Grantee of a Termination Notice, specifying effective date of termination and extent of termination. The Grantee 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 Grantee attests, subject to the penalties for perjury, that the undersigned is the Grantee or a properly authorized representative, agent, member, or officer of the Grantee. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, Grantee 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: \_\_\_\_\_

GRANTEE:

[name of Grantee]

By: Merritt Dicks  
Name: Merritt Dicks  
Title: VP Business Resources  
Date: 4/6/21



**APPROVED AND FILED**  
CONNIE LAWSON  
INDIANA SECRETARY OF STATE  
12/10/2020 11:35 AM

**BUSINESS ENTITY REPORT**

**NAME AND PRINCIPAL OFFICE ADDRESS**

<b>BUSINESS ID</b>	1992020642
<b>BUSINESS TYPE</b>	Domestic Nonprofit Corporation
<b>BUSINESS NAME</b>	CENTER FOR BUSINESS EXCELLENCE, INC.
<b>ENTITY CREATION DATE</b>	02/06/1992
<b>JURISDICTION OF FORMATION</b>	Indiana
<b>PRINCIPAL OFFICE ADDRESS</b>	418 S MAIN ST, ELKHART, IN, 46516, USA

**YEARS FILED**

<b>YEARS</b>	2021/2022
--------------	-----------

**EFFECTIVE DATE**

<b>EFFECTIVE DATE</b>	12/10/2020
<b>EFFECTIVE TIME</b>	11:35 AM

**REGISTERED OFFICE AND ADDRESS**

<b>REGISTERED AGENT TYPE</b>	Individual
<b>NAME</b>	Levon D. Johnson
<b>ADDRESS</b>	418 S Main St, Elkhart, IN, 46516, USA



**APPROVED AND FILED**  
**CONNIE LAWSON**  
**INDIANA SECRETARY OF STATE**  
**12/10/2020 11:35 AM**

**PRINCIPAL(S)**

<b>TITLE</b>	Immediate Past Chair
<b>NAME</b>	Jan Farron
<b>ADDRESS</b>	418 S MAIN ST, ELKHART, IN, 46516, USA
<b>TITLE</b>	Secretary
<b>NAME</b>	Gregory Brown
<b>ADDRESS</b>	418 S MAIN ST, ELKHART, IN, 46516, USA
<b>TITLE</b>	Secretary
<b>NAME</b>	Levon Johnson
<b>ADDRESS</b>	418 S MAIN ST, ELKHART, IN, 46516, USA
<b>TITLE</b>	1st Vice Chair
<b>NAME</b>	Steve Eller
<b>ADDRESS</b>	418 S MAIN ST, Elkhart, IN, 46516 - 3209, USA
<b>TITLE</b>	Chairman
<b>NAME</b>	Dina Harris
<b>ADDRESS</b>	418 S MAIN ST, Elkhart, IN, 46516, USA
<b>TITLE</b>	2nd Vice Chair
<b>NAME</b>	Mark Bagwell
<b>ADDRESS</b>	418 S Main Street, Elkhart, IN, 46516, USA



**APPROVED AND FILED**  
**CONNIE LAWSON**  
**INDIANA SECRETARY OF STATE**  
**12/10/2020 11:35 AM**

**SIGNATURE**

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **December 10, 2020**.

**SIGNATURE**

Kathy Cardwell

**TITLE**

Vice President

Business ID : 1992020642

Filing No. : 8811152



State of Indiana  
Office of the Secretary of State  
CERTIFICATE OF AMENDMENT  
of

**NORTH CENTRAL INDIANA BUSINESS ASSISTANCE CENTER, INC.**

I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above Non-Profit Domestic Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

The name following said transaction will be:

**CENTER FOR BUSINESS EXCELLENCE, INC.**

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, April 18, 2016.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, April 18, 2016

*Connie Lawson*

CONNIE LAWSON,  
SECRETARY OF STATE



APPROVED AND FILED  
CONNIE LAWSON  
INDIANA SECRETARY OF STATE  
4/18/2016 1:46 PM

**ARTICLES OF AMENDMENT**

---

Formed pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991.

**Article I - ENTITY NAME**

---

NORTH CENTRAL INDIANA BUSINESS ASSISTANCE CENTER, INC.

The name following said transaction will be:  
CENTER FOR BUSINESS EXCELLENCE, INC.

Creation Date: 2/6/1992

C/O KYLE R HANNON 418 S MAIN ST, ELKHART, IN 46516

**REGISTERED OFFICE AND AGENT**

---

KYLE R HANNON  
418 S MAIN ST, ELKHART, IN 46516-3209

The Signator represents that the registered agent named in the application has consented to the appointment of registered agent.

**OFFICERS AND BOARD OF DIRECTORS**

---

Brian Clark  
President  
418 S MAIN ST , ELKHART, IN 46516

KYLE R HANNON  
Secretary  
418 S MAIN ST , ELKHART, IN 46516

Martin Madden  
Vice President  
418 S MAIN ST , ELKHART, IN 46516

Rhett Fisher  
Treasurer  
418 S Main St , Elkhart, IN 46516



VINCE TURNER  
Other  
418 S MAIN ST, ELKHART, IN 46516

---

**GENERAL INFORMATION**

---

Adoption Date: 4/18/2016  
Effective Date: 4/18/2016  
Electronic Signature: BRIAN J. CLARK  
Signator's Title: PRESIDENT

---

**MANNER AND ADOPTION OF VOTE**

---

Adopted by such members during a meeting called by the Board of Directors. The result of such vote is as follows:

Members or delegates entitled to vote as a class: 1  
Members or delegates entitled to vote: 1  
Members or delegates voted in favor: 1



STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE

ARTICLES OF AMENDMENT

To Whom These Presents Come, Greeting:

WHEREAS, there has been presented to me at this office, Articles of Amendment for:

NORTH CENTRAL INDIANA BUSINESS ASSISTANCE CENTER, INC.

and said Articles of Amendment have been prepared and signed in accordance with the provisions of the

Indiana Nonprofit Corporation Act of 1991,

as amended.

NOW, THEREFORE, I, JOSEPH H. HOGSETT, Secretary of State of Indiana, hereby certify that I have this day filed said articles in this office.

The effective date of these Articles of Amendment is September 22, 1993.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Twenty-second day of September, 1993

  
JOSEPH H. HOGSETT, Secretary of State

By   
Deputy

Deputy



09-22-1993

1992020642

SECOND ARTICLES OF AMENDMENT  
OF THE  
ARTICLES OF INCORPORATION  
OF  
NORTH CENTRAL INDIANA BUSINESS  
ASSISTANCE CENTER, INC.

The undersigned officers of North Central Indiana Business Assistance Center, Inc. (hereinafter referred to as the "Corporation") existing pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991 (hereinafter referred to as the "Act") desiring to give notice of corporate action effectuating amendment of certain provisions of its Articles of Incorporation, certify the following facts:

RECEIVED  
SEP 22 1993

ARTICLE I

Text of the Amendment

The exact text of Articles IX, Section 1 of the Articles of Incorporation of the Corporation, as amended (hereinafter referred to as the "Amendments"), now is as follows:

ARTICLE IX

Section 1. Purposes. Said organization is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distribution to reorganizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code. No part of the earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes. No substantial part of the activity of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation and the Corporation shall not participate or intervene, in any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these



Articles, the Corporation shall not carry on any other activities not permitted to be carried on by a Corporation exempt from Federal Income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law).

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed shall be disposed by the Circuit Court of Elkhart County, exclusively for such purposes or to such organization or organizations, as the Court shall determine, which are organized and operated exclusively for such purposes.

## ARTICLE II

### Manner of Adoption and Vote

#### Section 1. Action by Directors.

(a) The Board of Directors of the Corporation, at a meeting thereof, duly called, constituted and held on August 19, 1993, at which a quorum of such Board of Directors was present, duly adopted a resolution proposing to the Members of the Corporation entitled to vote in respect of the Amendments that the provisions and terms of Article IX of its Articles of Incorporation be amended so as to read as set forth in the Amendments; and called a meeting of such members, to be held August 31, 1993, to adopt or reject the Amendment, unless the same were so approved prior to such date by unanimous written consent.



Section 2. Action by Members.

The Members of the Corporation entitled to vote in respect of the Amendments, by unanimous consent on August 19, 1993.

The members entitled to vote in respect of the Amendments, the members voted in favor of the adoption of the Amendments, and the members voted against such adoption are as follows:

	<u>Total</u>
Members entitled to vote:	<u>6</u>
Members voted in favor:	<u>6</u>
Members voted against:	<u>0</u>

IN WITNESS WHEREOF, the undersigned officers execute these Articles of Amendment of the Articles of Incorporation of the Corporation, and verify subject to penalties of perjury that the facts herein are true.

Dated this 19th day of August, 1993.

David Germain  
(Written Signature)

David Germain  
(Written Signature)

David Germain  
President

David Germain  
Secretary

This instrument was prepared by the law firm of WARRICK, WEAVER & BOYN, 121 West Franklin Street, Suite 400, Elkhart, Indiana 46516 by James V. Woodsmall.



STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

OF

NORTH CENTRAL INDIANA BUSINESS ASSISTANCE CENTER, INC.

I, JOSEPH H. HOGSETT, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above corporation, have been presented to me at my office accompanied by the fees prescribed by law; that I have found such

Articles conform to law; all as prescribed by the provisions of the

Indiana Nonprofit Corporation Act of 1991,

as amended.

NOW, THEREFORE, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existence will begin February 06, 1992.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Sixth day of February , 1992

\_\_\_\_\_  
JOSEPH H. HOGSETT, Secretary of State

By \_\_\_\_\_

Deputy



1992020642

ARTICLES OF INCORPORATION

OF

NORTH CENTRAL INDIANA BUSINESS ASSISTANCE CENTER, INC.

The undersigned incorporator or incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Not-for-Profit Business Corporation Act of 1971, as amended August 1, 1991 (hereinafter referred to as the "Act"), execute the following Articles of Incorporation.

ARTICLE I

Name

The name of the Corporation is North Central Indiana Business Assistance Center, Inc.

*J. B. H. Hays*  
SECRETARY OF STATE OF INDIANA

ARTICLE II

Purposes

This corporation is a public benefit corporation.

RECEIVED  
SECRETARY'S DIV.  
92 FEB 6 PM 2:17  
SECRETARY OF STATE

ARTICLE III

Period of Existence

The period during which the Corporation shall exist shall be of indefinite duration.

ARTICLE IV

Registered Agent and Registered Office

The name and address of the Corporation's initial Registered Agent and the address of the Principal Office for service of process is James V. Woodsmall, Warrick, Weaver & Boyn, 121 W. Franklin Street, Suite 400, Elkhart, Indiana 46516.

ARTICLE V

Membership

The corporation will have members and a minimum of one (1) person shall have signed the Membership List.



ARTICLE VI

Directors

The initial Board of Directors is composed of one (1) member.

The name and address of the initial Board of Directors is:

<u>Name</u>	<u>Address</u>
David Germain	418 S. Main St., Elkhart, IN 46516

ARTICLE VII

Incorporator

The name and address of the incorporator of the Corporation is:

James V. Woodsmall, Warrick, Weaver & Boyn, 121 W. Franklin Street, Suite 400, Elkhart, IN 46516.

ARTICLE VIII

Statement of Property and Value

A statement of the property and an estimate of the value thereof to be taken over by the Corporation at or upon its incorporation is \$100.00.

ARTICLE IX

Provisions for Regulation and Conduct of the Affairs of the Corporation

Other provisions, consistent with the laws of this state, for the regulation and conduct of the affairs of the Corporation, and creating, defining, limiting or regulating the powers of the corporation, the directors or the members of any class or classes of members are as follows:

It is not organized for profit or organized to engage in an activity ordinarily carried on for profit.

No part of the net earnings of the organization shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private



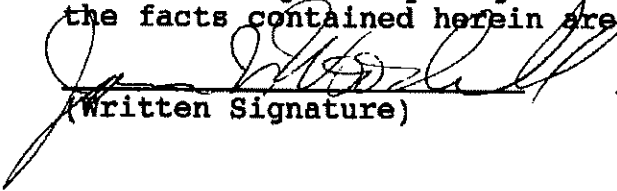
persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(6) of the Internal Revenue Code or a corresponding section of any future federal tax code.

ARTICLE X

Upon the dissolution of the organization, the assets shall be distributed to the Greater Elkhart Chamber of Commerce, Inc.

The undersigned, being one or more persons, do hereby adopt these Articles of Incorporation, representing beforehand to the Secretary of State of the State of Indiana and all persons whom it may concern, that a membership list or lists of the above-named corporation for which a Certificate of Incorporation is hereby applied for, have heretofore been opened in accordance with the law and that at least one (1) person has signed such membership list.

I hereby verify subject to penalties of perjury that the facts contained herein are true.

  
(Written Signature)

James V. Woodsmall  
(Printed Signature)

This instrument was prepared by the law firm of WARRICK, WEAVER & BOYN, 400 Midwest Commerce Banking Company Building, 121 West Franklin Street, Elkhart, IN 46516 by James V. Woodsmall.



**Warrick  
Weaver  
& Boyn**  
ATTORNEYS AT LAW

Admitted in Indiana  
and Michigan

Thomas E. Warrick\*  
Kennard R. Weaver+  
Gary D. Boyn  
James V. Woodsmall  
Steven K. Liles  
Cynthia S. Gillard  
Randall G. Heiser  
Timothy S. Shelly  
William D. Haut  
Angella M. Castille  
Timothy J. Wilkinson+  
Michael J. Grotan III\*

\*Not Admitted in Michigan  
+Also Admitted in Wisconsin

February 4, 1992

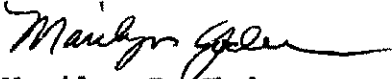
Indiana Secretary of State  
Corporate Division  
302 W. Washington St.  
Room E-018  
Indianapolis, IN 46204

Re: North Central Indiana Business  
Assistance Center, Inc.

Dear Sir:

Enclosed please find two original copies of Articles of Incorporation of a non-profit corporation. Also enclosed is a check in the amount of \$30.00 to cover the filing fee. Please return a file-marked copy in the enclosed self-addressed, stamped envelope. Thank you for your assistance.

Sincerely yours,

  
Marilyn R. Yoder  
Paralegal

MRY/jpr

Enclosures

cc: David Germain  
James V. Woodsmall



**Warrick  
Weaver  
&Boyn**  
ATTORNEYS AT LAW

Admitted in Indiana  
and Michigan

Thomas E. Warrick\*  
Kennard R. Weaver +  
Gary D. Boyn  
James V. Woodsmall  
Steven K. Like  
Cynthia S. Gillard  
Randall G. Hesser  
Timothy S. Shelly  
William D. Haut  
Angella M. Caetlle  
Timothy J. Wilkinson +  
Michael J. Grattan II)

\*Not Admitted in Michigan  
+ Also Admitted in Wisconsin

April 16, 1992

Indiana Secretary of State  
Corporate Division  
302 W. Washington Street  
Room E-018  
Indianapolis, IN 46204

RE: North Central Indiana Business Assistance Center,  
Inc.

Dear Sir:

Enclosed please find two original copies of Articles of Amendment of the Articles of Incorporation of North Central Indiana Business Assistance Center, Inc. Also enclosed is a check in the amount of \$30.00 to cover the filing fee. Please return a file-marked copy in the enclosed, self-addressed, stamped envelope. Thank you for your assistance.

Sincerely yours,

  
Marilyn R. Yoder  
Paralegal

MRY/jw

Enclosures

cc: David Germain  
James V. Woodsmall





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

June 7, 2021

**To:** Board of Public Works and Safety  
**From:** Brandy L. Henderson  
**Subject:** Goshen Historical Society, Inc.'s Community Service Funds Agreement

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.

Goshen Historical Society, Inc. was one such community service organization that has applied for these funds. Goshen Historical Society, Inc. has requested \$3,000 to assist with educational and promotional materials and expenses. Goshen Historical Society, Inc. has provided all the required information and an agreement is now being brought before the Board for consideration and approval.

**Suggested Motion:** I move that the City of Goshen approved the agreement with Goshen Historical Society, Inc. to support the project or projects outlined in its submitted application.



## AGREEMENT

**With Goshen Historical Society, Inc.**

### **To Support Historic Education and Tourism Budget**

This Agreement ("Agreement"), entered into by and between the City of Goshen, Indiana ("the City") and Goshen Historical Society, Inc (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Grant Funds.

A. The purpose of this Agreement is to enable the City to award a grant, in the amount of Three Thousand Dollars (\$3,000), to the Grantee for eligible costs of the services or program described in Grantee's Community Services Grant 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 Grantee's Community Services Grant Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Grantee 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 Grantee.

A. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these Grant funds and that the information set forth in its Community Services Grant Application is true, complete, and accurate. The Grantee 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 Grant Application.

B. By entering into this Agreement, Grantee 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 Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with the description contained in Grantee's Community Services Grant Application. Any modification of the Project from the description given in Grantee's Community Services Grant Application shall require prior written approval of the City.



B. The Grantee shall submit to the City an Interim Grant Report Form on or before June 25, 2021, and a Final Grant Report Form within thirty (30) days of completion of the Project, but no later than December 17, 2021, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties, and shall remain in effect through completion of the Project, or December 31, 2021, whichever is later.

5. Grant Funding.

A. The City shall fund this grant during its term, pursuant to the project budget set forth within Grantee's Community Services Grant Application. The Grantee 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 grant funds to the Grantee 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 grant 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 Grantee 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 Grantee's Community Services Grant 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 Grantee's Community Services Grant Application and that unpaid costs have been properly accrued; and

C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to the City.



8. Audits and Maintenance of Records. Grantee 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 Grantee 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 Grantee to determine whether the provisions of this Agreement require formal modification.

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

C. The Grantee 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 Grantee and any principals of the Grantee certify that:

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

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

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



a. has not violated the terms of 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 Grantee hereby swears or affirms under the penalties of perjury that:

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

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

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

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

The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the 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 Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, 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, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the City is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action



requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

14. Contracting with Relatives.

Pursuant to IC 36-1-21, if Grantee is wholly or partially owned by a relative of an elected official of the City Grantee certifies that Grantee 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 Grantee.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, 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 Grantee shall be sent to (Include contact name and title, mailing and e-mail address):

Goshen Historical Society, Inc  
Attn: Ron Hoke, President  
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 Grant 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 grant payments, and suspend the Grantee's participation in the City grant programs 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 Grantee 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 of the grant, 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 Grantee of a Termination Notice, specifying effective date of termination and extent of termination. The Grantee 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 Grantee attests, subject to the penalties for perjury, that the undersigned is the Grantee or a properly authorized representative, agent, member, or officer of the Grantee. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, Grantee 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 OF GOSHEN, INDIANA:

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

\_\_\_\_\_  
Barb Swartly, Member

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

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

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

GRANTEE: GOSHEN HISTORICAL SOCIETY, INC.

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

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

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

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





**Community Services Grant Application  
Program Year 2021**

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

Applications available: Monday, March 29, 2021.

Applications due: Monday, April 12, 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 Grant 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 funds for program year 2021 will become available sometime after July 1, 2021. If a grant is awarded, program expenses may be incurred starting January 1, 2021, 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, President of the Board

Phone Number: Home: 538-3933; Museum: 975-0033

Email address: museum@goshenhistorical.org

Project Title: Education and Tourism Budget

Community Services grant requested: \$ 3,000.00

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 Services funds.

Our mission statement is "Preserving and sharing the ongoing story of Goshen." As part of that mission we offer a variety of educational materials and tours that are available to the general public. We produce and distribute brochures and books and pamphlets that explain the history of our downtown including the Courthouse and Police Booth, our historic houses and the millrace to mention a few. We also publish a quarterly newsletter that is mailed to our membership and other nonprofits that includes many articles and photos about Goshen's history. We also maintain a website and Facebook site that promotes Goshen as a tourism location.

Other areas where we promote education is with our tours. The courthouse, the museum, the millrace, the Police Booth and the downtown have been objects of our tours to elementary through college age students as well as the general public. We have also in the past conducted educational tours of the Oakridge cemetery and historic houses in Goshen.

We also have been presenting educational programs quarterly with the cooperation of Greencroft at the Jennings Auditorium in the Community Center.

Most of these educational and promotional activities are incorporated in our annual budget as they are ongoing activities that have no specific dates for completion. The 2021 budget has well over \$3,000 in expenses anticipated for educational and promotion items.

Our grant if approved would best be distributed to us as a lump sum payment as has been done the past few years when the EDIT claims have been approved by the Board of Works.

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

Item Description Education and Promotion	Total Amount	Community Services Funds	Other Funds
a.	\$4,800.00	\$3,000.00	\$1,800.00
b.			
c.			
d.			
e.			
f.			
<b>TOTALS</b>	<b>\$4,800.00</b>	<b>\$3,000.00</b>	<b>\$1,800.00</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 museums estimated income from various sources for 2021 is \$33,000.00. That is a combination of memberships, sponsorships and gift shop sales. The hours spent by our volunteer staff on educational and museum activities is in excess of 4,000 hours per year.

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.

We are providing interesting tourist attractions at the museum and police booth, as well as displays at the Wogoman Welcome Center and the Rieth Interpretive Center.

Promoting tourism and educating the general public about Goshen is part of the new comprehensive plan.

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

It is hard to measure the impact of our mission. We do know that before we closed for the pandemic, we had visitors from all over the area visit our museum. We also have had significant interest in our brochures, tours and programs. We are successful when any citizen of Goshen or any visitor to Goshen is able to appreciate and understand who we have been as a city over the years and how that feeds into the nature of our city today.



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

We sincerely believe that every age group, income group, ethnic group and racial group benefits from our mission.

Organizational Characteristics

IRS nonprofit status nonprofit  
Years in operation 40 years  
Number of full-time paid staff none  
Number of part-time paid staff none  
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 that serve 3-year terms on a staggered schedule plus the curator. All functions of the society are done by volunteers.

Our mission statement and services provided have been described in the answers to prior questions.

Our museum hours are generally 11-3 on Thursday, Friday and Saturday with the museum open on First Fridays until 8. The police booth is open on First Fridays when the weather permits.



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: 4/7/2021







	12/31/20				12/31/19				12/31/20 Endowment	
	Current Year-to-Date				Prior Year-to-Date					
	Unrestricted / Operating	Restricted / Designated	Fixed Assets	Total	Unrestricted / Operating	Restricted / Designated	Fixed Assets	Total		
201										
202	Goshen Historical Society									
203	Activities Statement									
204										
205										
206										
207	Operations Budget									
208	Contributions	14,254	6,915		21,169	22,173	632	0	22,805	0
209	Endowment contributions	0			0	0	0	0	0	0
210	Gifts-in-kind	0			0	25	0	0	25	0
211	Grants	1,090	0		1,090	1,000	6,000	0	7,000	0
212	Membership dues	14,315			14,315	12,496	0	0	12,496	
213	Sponsorships	0			0	2,750	0	0	2,750	
214	Fundraisers (net)	0			0	2,559	0	0	2,559	
215	Sales (net)	522	(1,214)		(692)	1,942	0	0	1,942	
216	Interest / investment income	31	224		255	9	212	0	221	5,094
217	Miscellaneous income	0			0	81	0	0	81	
218	Total revenues	30,212	5,925	0	36,137	43,034	6,844	0	49,878	5,094
219										
220	Building expenses	0,958		3,069	11,927	11,991	0	3,069	15,050	
221	Advertising, newsletter, etc	1,478	1,400		2,878	2,450	280	0	2,730	
222	Office expenses	5,794	0	1,621	7,415	6,228	99	1,621	7,948	
223	Telephone and internet	1,504			1,504	1,408	0	0	1,408	
224	Collections expense	119	3,601		3,720	935	354	0	1,290	
225	Memberships and conferences	687			687	1,257	0	0	1,257	
226	Miscellaneous expense	71			71	140	0	0	140	
227	Endowment set-up		0		0	0	0	0	0	
228	Grants				0	0	0	0	0	1,090
229		18,510	5,001	4,690	28,202	24,400	733	4,690	29,823	1,090
230										
231	Net operating income / (loss)	11,702	824	(4,890)	7,935	18,635	5,111	(4,690)	20,055	4,004



301		12/31/20	Budget YTD	Over / (Under)	Full Budget
302	Goshen Historical Society	Actual			
303	Operating Comparison to Budget				
306	Contributions	14,254	3,000	11,254	3,000
307	Grants	1,090		1,090	
308	Memberships and sponsorships	14,315	23,500	(9,185)	23,500
309	Fundraisers and sales (net)	522	6,260	(5,738)	6,260
310	Miscellaneous income	31	0	31	0
311	Total revenues	<u>30,212</u>	<u>32,760</u>	<u>(2,548)</u>	<u>32,760</u>
313	Building expenses	8,858	13,700	(4,842)	13,700
314	Advertising, newsletter, etc	1,478	5,160	(3,682)	5,160
315	Office expenses	5,794	6,575	(781)	6,575
316	Telephone and internet	1,584	1,500	4	1,500
317	Collections expense	119	2,000	(1,881)	2,000
318	Memberships and conferences	687	1,500	(813)	1,500
319	Miscellaneous expense	71	0	71	0
320	Endowment set-up	0	0	0	0
321		<u>18,510</u>	<u>30,435</u>	<u>(11,925)</u>	<u>30,435</u>
322					
323	Net operating income / (loss)	<u>11,702</u>	<u>2,325</u>	<u>9,377</u>	<u>2,325</u>

326	Reconciliation of Restricted / Designated Funds								
327		Building	Capital	GFEC	Greatest Needs	Memorials	Model T	Oral History	12/31/20
328		Improvements	Improvements	(Restricted)	(Restricted)	(Restricted)	(Restricted)	(Des / Rest)	Total
329		(Designated)	(Des / Rest)						
331	Beginning balances	14,865	13,341	1,720		1,180	200		31,306
332	Contributions			0	1,640	775	0	4,500	6,915
333	Grants			0					0
334	Interest	112	112						224
335	Transfer from Unrestricted								0
336	Building capital expense								0
337	Cost of goods sold			(1,214)					(1,214)
338	Advertising / promotional			0	(1,400.00)				(1,400)
339	Office expense								0
340	Accessions purchases expense					(99)	0	(3,000)	(3,099)
341	Collections maintenance expense				0	(502)	0		(502)
342	Ending	<u>14,977</u>	<u>13,453</u>	<u>506</u>	<u>240</u>	<u>1,354</u>	<u>200</u>	<u>1,500</u>	<u>32,229</u>
343									
344	Baltosser	Archival framing				400			
345	Haney	Native American collection				240			
346	Harrington	Boy scouts				79			
347	Kummeth	Purpose TBD				635			
348	Total Memorials					<u>1,354</u>			



401

402 Goshen Historical Society  
403 Reconciliation of Fixed Assets

404	01/01/20		Catch-up	Current Year	12/31/20
405	Balances	Additions	Depreciation	Depreciation	Balances
406					
407 Furniture and fixtures	5,960			(993)	4,966
408 Equipment	<u>2,869</u>	<u>0</u>	<u>0</u>	<u>(628)</u>	<u>2,241</u>
409	8,829	0	0	(1,621)	7,207
410					
411 Adams Store	56,900	0		(2,332)	54,568
412 Police Booth	15,291			(737)	14,554
413 Land	<u>15,000</u>				<u>15,000</u>
414	87,190	0	0	(3,069)	84,121
415					
416 All fixed assets	<u>96,019</u>	<u>0</u>	<u>0</u>	<u>(4,690)</u>	<u>91,329</u>

417  
418 Note 1: "Catch-up Depreciation" is a correction for a previous year.  
419  
420  
421

422 Endowment Reconciliation (Since inception 05/04/17)

423	Donor	GHS	CFEC	Net Investment		12/31/20	Available for
424	Contributions	Contributions	Match	Gain / (Loss)	Withdrawals	Balances	Withdrawal
425	Note 1	Note 2	Note 3		Note 4		
426							
427 Endowment Fund	10,415		4,282	6,051	(1,100)	19,648	650
428 Organization Fund	<u>6,050</u>	<u>3,520</u>		<u>3,671</u>	<u>(990)</u>	<u>12,251</u>	<u>510</u>
429 Total CFEC	<u>16,465</u>	<u>3,520</u>	<u>4,282</u>	<u>9,722</u>	<u>(2,090)</u>	<u>31,899</u>	<u>1,160</u>

- 430  
431  
432 Note 1: "Donor Contributions" to the "Endowment Fund" were given directly to CFEC.  
433 "Donor Contributions" to the "Organization Fund" were given to GHS with instructions to be added to endowment.  
434 Note 2: "GHS Contributions" were sent to CFEC from GHS funds.  
435 Note 3: The "CFEC Match" has at various times been based on either 25% or 30% of the donation. This is based only on outside  
436 donations, and does not include the amounts that GHS has transferred from its own funds.  
437 Note 4: The available grant was taken as a withdrawal in the first quarter.  
438



501 Goshen Historical Society					
502 General Fund History					
503 Balance Sheet					
504	12/31/16	12/31/17	12/31/18	12/31/19	12/31/20
505	14,287	22,681	28,351	30,353	41,915
506	512	513	513	513	514
507	0	500	0	0	0
508	4,414	0	0	0	0
509	19,213	23,694	28,863	30,867	42,430
510					
511	0	0	250	0	0
512	0	0	168	241	102
513	0	0	418	241	102
514					
515	13,348	19,213	23,694	28,445	30,626
516	5,866	4,481	8,751	18,635	11,702
517	0	0	(4,000)	(16,454)	0
518	19,213	23,694	28,445	30,826	42,328
519					
520	19,213	23,694	28,863	30,867	42,430
521					
522					
523					
524					
525					
526					
527					
528	3,841	11,233	0	0	0
529	1,858	3,085	3,783	2,559	0
530	217	(5)	0	0	0
531	5,916	14,313	3,783	2,559	0
532	993	1,337	3,845	22,173	14,254
533	0	0	0	25	0
534	0	0	240	0	0
535	0	0	0	1,000	1,090
536	10,215	16,379	20,905	15,246	14,315
537	217	(3,461)	1,478	1,942	522
538	12	1	2	0	31
539	83	123	30	81	0
540	17,446	26,692	30,284	43,034	30,212
541					
542	7,745	9,756	10,040	11,981	8,858
543	1,181	3,141	2,423	2,450	1,478
544	(443)	7,703	5,562	6,228	5,794
545	781	1,147	1,409	1,408	1,504
546	1,205	1,008	529	935	119
547	1,062	1,083	1,228	1,257	687
548	70	373	342	140	71
549	11,581	24,212	21,532	24,460	18,510
550					
551	5,866	4,481	8,751	18,635	11,702
552					



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



33,55		33,000	TOTAL	
-------	--	--------	-------	--



Members of the Goshen Historical Society Board of Directors as of April 1, 2021

Ron Hoke, President  
Larry Neff, Vice-President  
Randy Clouse, Treasurer  
Ellen Straw, Secretary  
John Hertzler  
Tom Holtzinger  
Jane Iwema  
Jeff Keim  
Ursula Mars  
Steve Oyer  
Rod Pletcher  
Amy Worsham  
Dale Garber, Curator



**APPROVED AND FILED**  
CONNIE LAWSON  
INDIANA SECRETARY OF STATE  
02/12/2021 10:22 AM

**BUSINESS ENTITY REPORT**

**NAME AND PRINCIPAL OFFICE ADDRESS**

**BUSINESS ID** 198102-404  
**BUSINESS TYPE** Domestic Nonprofit Corporation  
**BUSINESS NAME** GOSHEN HISTORICAL SOCIETY INC  
**ENTITY CREATION DATE** 02/16/1981  
**JURISDICTION OF FORMATION** Indiana  
**PRINCIPAL OFFICE ADDRESS** 124 S MAIN ST, GOSHEN, IN, 46526 - 3702, USA

**YEARS FILED**

**YEARS** 2021/2022

**EFFECTIVE DATE**

**EFFECTIVE DATE** 02/12/2021  
**EFFECTIVE TIME** 10:22 AM

**REGISTERED OFFICE AND ADDRESS**

**REGISTERED AGENT TYPE** Individual  
**NAME** EARLENE NOFZIGER  
**ADDRESS** 124 S MAIN ST, GOSHEN, IN, 46526 - 3702, USA



**APPROVED AND FILED**  
**CONNIE LAWSON**  
**INDIANA SECRETARY OF STATE**  
**02/12/2021 10:22 AM**

**PRINCIPAL(S)**

**TITLE** Treasurer  
**NAME** Earlene Nofziger  
**ADDRESS** 124 S Main St, Goshen, IN, 46526 - 3702, USA

**TITLE** President  
**NAME** Ron Hoke  
**ADDRESS** 124 S Main St, Goshen, IN, 46526 - 3702, USA

**TITLE** President  
**NAME** Ron Hoke  
**ADDRESS** 124 S MAIN ST, Goshen, IN, 46526 - 3702, USA

**SIGNATURE**

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **February 12, 2021**.

**SIGNATURE** Jane Iwema  
**TITLE** Office Volunteer

Business ID : 198102-404  
Filing No. : 8902281



STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE

To Whom These Presents Come, Greeting:

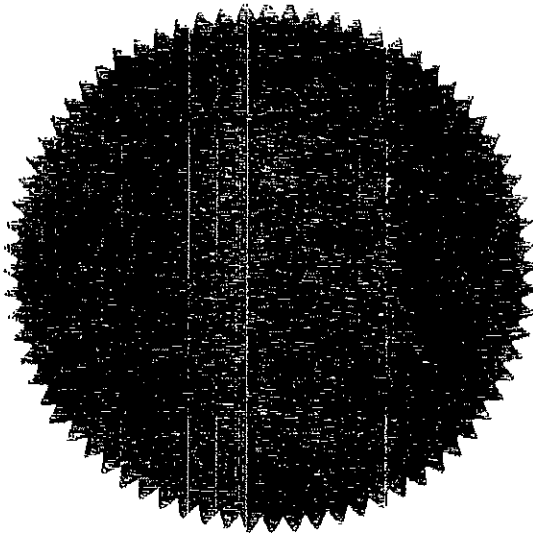
CERTIFICATE OF INCORPORATION

GOSHEN HISTORICAL SOCIETY, INC.

9-02-104  
20

I, EDWIN J. SIMCOX, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above not-for-profit corporation, in the form prescribed by this Office, prepared and signed in duplicate by the Incorporator(s) and acknowledged and verified by the same before a Notary Public, have been presented to me at this office accompanied by the fees prescribed by law; that I have found such Articles conform to law; that I have endorsed my approval upon the duplicate copies of such Articles; that all fees have been paid as required by law; that one copy of such Articles has been filed in this office; and that the remaining copy(ies) of such Articles bearing the endorsement of my approval and filing has (have) been returned by me to the incorporator(s) or his (their) representatives; all as prescribed by the Indiana Not-For-Profit Corporation Act of 1971.

NOW, THEREFORE, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existence has begun.



In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this

\_\_\_\_\_ 16th \_\_\_\_\_ day of  
\_\_\_\_\_ FEBRUARY \_\_\_\_\_ 19 81 \_\_\_\_\_

\_\_\_\_\_ EDWIN J. SIMCOX, Secretary of State \_\_\_\_\_


By \_\_\_\_\_ Deputy \_\_\_\_\_



**INSTRUCTIONS.**

Use 8 1/2 x 11 Inch Paper for Inserts  
Present 2 Executed Copies to Secretary of State, Room 155, State House, Indianapolis, Indiana 46204  
The recording of a third executed copy with the County Recorder is no longer statutorily required.  
FILING FEE is \$26.00

Corporate Form No. 364-1 (Sept. 1977)  
Page One  
**ARTICLES OF INCORPORATION**  
(Not for Profit)  
Prescribed by Edwin J. Simcox,  
Secretary of State of Indiana

**APPROVED  
AND  
FILED**  
FEB 16 1981  
  
SECRETARY OF STATE OF INDIANA

**ARTICLES OF INCORPORATION  
OF**

.....  
**GOSHEN HISTORICAL SOCIETY, INC.**  
.....

The undersigned incorporator or incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Not-For-Profit Corporation Act of 1971, (hereinafter referred to as the "Act"), execute the following Articles of Incorporation:

**ARTICLE I  
Name**

The name of the Corporation is **GOSHEN HISTORICAL SOCIETY, INC.**  
(The name shall include the word "Corporation" or "Incorporated", or one of the abbreviations thereof.)

**ARTICLE II  
Purposes**

- The purposes for which the Corporation is formed are:
- (a) To promote an interest in the historical uniqueness of the City of Goshen, Indiana.
  - (b) To collect and display local historical artifacts in the Goshen Historical Museum. (The museum is currently being renovated for display).
  - (c) To encourage preservation and restoration of local historical buildings and homes through education and consultation with Society members.
  - (d) In carrying out its purposes, the Corporation shall have, exercise, and enjoy all rights and powers provided under the Indiana Not-for-Profit Corporation Act and other applicable laws of the State of Indiana. The powers of the Goshen Historical Society, Inc., shall include, but in no way be limited to, the powers:
    - (1) To provide facilities, personnel, services, and funds to achieve the Purposes of the Corporation.
    - (2) To receive any real or personal property, tangible or intangible, by gift, grant, devise or bequest from any individual, foundation, corporation, either public or private, or government entity.
    - (3) To make grants, gifts, payments, or monetary or non-monetary contributions to be used exclusively for charitable or educational purposes.

**NOTE:** "Not-for-Profit" as applied to corporations means, "...any corporation which does not engage in any activities for the profit of its members and which is organized and conducts its affairs for the purposes other than the pecuniary gain of its members". (Indiana Code, 23-7-1.1-2[d])



ARTICLE II - PURPOSES (Cont.)

(4) To indemnify any director or officer or former director or officer of the Corporation, or any person who may have served at its request as a director or officer of another corporation, against expenses actually and reasonably incurred by him in connection with the defense of any civil action, suit or proceeding in which he is made or threatened to be made, a party by reason of being or having been a director or officer, except in relation to matters as to which he is adjudged in the action, suit or proceeding to be liable for negligence or misconduct in the performance of duty to the Corporation.

(5) To own, hold, acquire, lease, exchange, sell and otherwise deal in and dispose of property, real and personal, tangible and intangible, for the purpose of furthering and carrying into effect the foregoing objects and purposes.

(6) To borrow money and to make, accept, endorse, transfer, assign, execute and issue bonds, promissory notes, debentures and all other evidences of indebtedness, for the purpose of securing any of its obligation or contracts, upon such terms and conditions as the Board of Directors shall authorize and as may be permitted by law.

(7) The foregoing clauses shall be construed as powers as well as purposes, and the matters expressed in each clause shall be in nowise limited by reference to or inference from the terms of any other clause, but shall be regarded as independent powers and purposes, and the enumeration of specific powers and purposes shall not be construed to limit or restrict in any manner the meaning of any general terms or the general powers of the corporation, nor shall the expression of one thing be deemed to exclude another not expressed, although it be of like nature.

(8) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distribution in furtherance of the purposes set forth in Article II hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).



**ARTICLE III**  
**Period of Existence**

The period during which the Corporation shall continue is ..perpetual.....  
(either "Perpetual", or, if limited, some definite period of time.)

**ARTICLE IV**  
**Resident Agent and Principal Office**

Section 1. Resident Agent. The name and address of the Corporation's Resident Agent for service of process is ..Mr. Paul Schlobohm.....  
(Name)

120 N. Main Street (P.O. Box 701) . . . . . Goshen . . . . . INDIANA 46526  
(Number and Street or Building) (City) (State) (Zip Code)

Section 2. Principal Office. The post office address of the principal office of the Corporation is . . . .

Goshen Historical Museum, 317 South Main St. Goshen . . . . . INDIANA 46526  
(Number and Street or Building) (City) (State) (Zip Code)

**ARTICLE V**  
**Membership**

(See attached list)

A minimum of three (3) persons shall have signed the membership list. (Directors or Trustees or Incorporators may be included in the Membership.)

Section 1. Classes (if any): There shall be five classes of subscribed memberships, each of which shall have a different membership dues, as yet to be determined: Charter, Life, Family, Individual, Senior Citizen.

Section 2. Rights, Preferences, Limitations, and Restrictions of Classes: Charter membership class shall be restricted to all persons who join the Goshen Historical Society, Inc. on or before May 30, 1981. Life Membership class shall be restricted to all persons who have paid Life Member dues (to be determined) and shall be members of the Corporation for its existence, or for the duration of the life of the member, whichever shall be shorter. Family member class shall be restricted to all married couples and any minor children (18 and younger). Individual members shall be those  
(See attached sheet-cont.)

Section 3. Voting Rights of Classes: Each member, regardless of class, shall have one vote. Family class members shall have a vote for each spouse. No member of a family membership who is under 18 shall vote.

**NOTE:** The Corporation shall confer upon every member a certificate signed by the President (or Vice-President) and Secretary (or Assistant Secretary), stating that he or she is a member of the Corporation.



MEMBERSHIP LIST

Myrl Nofziger, %Hoogenboom-Nofziger Realtors, 1609 Elkhart Road, Goshen, IN 46526

*Myrl Nofziger*

Kathy Frech, 301 Mt. Vernon Drive, Goshen, IN 46526

*Kathy Frech*

Rev. Richard Dolby, 1202 South 13th St., Goshen, IN 46526

*Rev. Richard D. Dolby*

Mrs. L. J. Martin, 1115 South 8th St., Goshen, IN 46526

Alice Roth, %Goshen College, Goshen, IN 46526

*Larry McAdam Alice Roth*

Larry McAdam, %First National Bank, 401 S. Main St., Goshen, IN 46526

Nelson Hershberger, %Salem Bank, 101 S. Main St., Goshen, IN 46526

*Nelson Hershberger*

Mr. & Mrs. John Sheppard, 608 Revere Drive, Goshen, IN 46526

*Mr & Mrs John Sheppard*

John Stith, %Goshen Post Office, Goshen, IN 46526

*John Stith*

Mr. & Mrs. Dave Holderman, 80 Greenway Drive, Goshen, IN 46526

*David Holderman Sharon Holderman*

Mr. Chris Laatz, P.O. Box 72, Goshen, IN 46526

*Chris Laatz*

John Huber, %U.S. Interiors, 922 Lincolnway East, Goshen, IN 46526

*John F. Huber*

Bob Ehret, %Rieth-Rohrer-Ehret Funeral Home, 311 S. Main St., Goshen, IN 46526

*Bob Ehret*

David Newell, 117 South Greene Road, Goshen, IN 46526

*David Newell*

Tom Miller, 801 South 7th St., Goshen, IN 46526

*Tom Miller*

Janice Rasley, 215 Gra-Roy Drive, Goshen, IN 46526

*Janice Rasley*

Sandy Swoveland, 1203 South 15th St., Goshen, IN 46526

*Sandy Swoveland*

Leo Seltenright, 19729 Bluff Road, Goshen, IN 46526

*Leo Seltenright*

Linda Baker, 62267 C.F. 17, Goshen, IN 46526

*Linda L. Baker*

Paul D. Schlotz, P.O. Box 701, Goshen, IN 46526

*Paul D. Schlotz*



Ervin Beck, %Goshen College, Goshen, IN 46526

David Alfano, 59210 Lower Drive, Goshen, IN 46526

Max R. Chiddister, 901 Lynwood Drive, Goshen, IN 46526

Max R. Chiddister



ARTICLE V - SECTION 2 CONTINUED

persons who join as individuals, exclusive of any of the other classes. Senior Citizen members shall be those adults 65 years of age or older. A married couple, both of whom are 65 or older, shall qualify for Senior Citizen member status by paying twice the individual senior member dues.



**ARTICLE VI  
Directors**

Section 1. Number of Directors: The initial Board of Directors is composed of...twelve (12)... members. If the exact number of Directors is not stated, the minimum number shall be .....,and the maximum number shall be ..... Provided, however, that the exact number of directors shall be prescribed from time to time in the By-Laws of the Corporation; AND PROVIDED FURTHER THAT UNDER NO CIRCUMSTANCES SHALL THE MINIMUM NUMBER BE LESS THAN THREE (3).

Section 2. Names and Post Office Addresses of the initial Board of Directors are:

Name	Number and Street or Building	City	State	Zip Code
Max R. Chiddister	901 Lynwood Dr.	Goshen	IN	46526
Paul Schlobohm	120 N. Main St. P.O.Box 701,	Goshen, IN		46526
Janice Rasley	215 Gra-Roy Dr.	Goshen	IN	46526
Tom Miller	801 South 7th St.	Goshen	IN	46526
Nelson Hershberger	%Salem Bank, 101 S. Main St.	Goshen	IN	46526
John Stith	% U.S. Post Office	Goshen	IN	46526
Robert Ehret	311 South Main St.	Goshen	IN	46526
Linda Baker	62267 C.R. 17	Goshen	IN	46526
John Huber	1909 Woodmere Lane	Goshen	IN	46526
Mrs. L. J. Martin	1115 South 8th St.	Goshen	IN	46526
David Alfano	59210 Lower Drive	Goshen	IN	46526
Sharon Holderman	80 Greenway Drive	Goshen	IN	46526

**ARTICLE VII  
Incorporator(s)**

Section 1. Names and Post Office Address(es) of the incorporator(s) of the Corporation is (are) as follows:

Name	Number and Street or Building	City	State	Zip Code
Max R. Chiddister	901 Lynwood Drive	Goshen	IN	46526



ARTICLE II  
MEETINGS OF MEMBERS

2.1 Place of Meeting. All meetings of members shall be held at the principal office of the Corporation, unless otherwise designated in the notice of the meeting, provided that a meeting at such place is permitted by statute.

2.2 Annual Meeting. The Annual meeting of the members for the election of Directors and for the transaction of such other business as may properly come before the meeting shall be held at 8:00 p.m. on January 25 in each year if such day is not a legal holiday, and if a holiday, then on the first following business day. The President in his discretion may postpone said meeting for a period not in excess of sixty (60) days. Unless otherwise required by Statute, by the Articles of Incorporation, or by these Bylaws, special notice of the business to be transacted at the annual meeting need not be given.

2.3 Special Meetings. Special meetings of the members may be called by the President, by a majority of the Board of Directors, or by the Secretary upon written request of not less than 10% of all votes entitled to be cast at such meeting provided that such request shall state the purpose or purposes of such meeting and the matters proposed to be acted on thereat.

2.4 Notice of Meetings--Waiver. Written or printed notice, stating the place, day and hour of the meeting, and in case of a special meeting or an annual meeting at which a special subject might be acted upon, the special purpose or purposes for which the meeting is called shall be served upon or mailed to each member entitled to vote, postage prepaid, at least ten (10) days but not more than ninety (90) days prior to the date of such meeting. Waiver by a member or notice in writing of a membership meeting, signed by him, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance by a member, whether in person or by proxy, at a membership meeting, shall constitute a waiver of notice of such meeting.

2.5 Voting. All members shall be entitled to vote, and each of them shall be entitled to one vote on all matters coming before the membership. Each spouse holding a family membership shall have one vote. No minor children (18 or younger) shall vote. Voting by proxy shall be permitted, but a voting member may only vote one proxy for another voting member on any matter submitted to a vote. Except as provided by statute, the Articles, or these Bylaws, a majority of the votes cast at a meeting of the members, duly called, and at which a quorum is present, shall be sufficient to take or authorize proper action.

2.6 Quorum. Except as otherwise required by law, the Articles, or these Bylaws, the presence at any meeting of the members in person, and not by proxy, of a majority of the members entitled to vote shall constitute a quorum. Proxies shall not be counted for purposes of determining whether a quorum exists.

2.7 Vote by Consent in Writing. Any action which could be taken at a meeting of the members may be taken without a meeting if, prior to such action, a consent in writing, setting forth the action so taken, is signed by all of the members entitled to vote with respect to the subject matter thereof, and such written consent is filed with the minutes of the proceedings of the members.

ARTICLE III  
BOARD OF DIRECTORS

3.1 Number. The number of Directors of this Corporation shall be twelve (12). The number of Directors may be varied from time to time within the limits set in the Articles by amendment of these Bylaws.



3.2 Qualifications. A Director must be a member of this Corporation.

3.3 Vacancies. In the event the number of directors is increased by amendment of the Bylaws, the election of the additional Director or Directors shall be by a vote of the members of the corporation. Any vacancy occurring on the board of directors by death, resignation or otherwise than by increase as provided herein, shall be filled until the next annual meeting through a vote of the majority of the remaining members of the Board.

3.4 Term of Director. Each director shall serve a three (3) year term, with four (4) directors being elected each year. Initial terms shall be staggered.

#### ARTICLE IV MEETINGS OF BOARD OF DIRECTORS

4.1 Annual Meeting - Time and Place. Except as otherwise provided by Statute, a meeting of the Board of Directors for the purpose of election of officers and the consideration of any other business that may properly be brought before it shall be held immediately after the annual meeting of the members at such place, either in or out of the State of Indiana, as the Board may from time to time determine, and no notice of such meeting shall be necessary.

4.2 Other Meetings. Other meetings of the Board of Directors may be held at any time and place as may be from time to time determined by the President or by a majority of the Board, and with such reasonable notice as the Board may agree upon and failing agreement, upon not later than ten (10) days written notice preceding the date of the meeting. Notice may be waived in writing either before or after the meeting and attendance in person or by proxy shall constitute a waiver of notice.

4.3 Quorum. Except as otherwise required by law, the Articles, or these Bylaws, the presence at any meeting of the Directors in person, and not by proxy, of a majority of the Directors shall constitute a quorum. Proxies shall not be counted for purposes of determining whether a quorum exists.

4.4 Voting. Voting by proxy shall be permitted but a director may only vote one proxy for another director on any one matter. Except as provided by statute, the Articles, or these Bylaws, a majority of the votes cast at a meeting of the Directors, duly called, and at which a quorum is present, shall be sufficient to take or authorize proper action.

4.5 Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors, or of the Executive Committee, if any, may be taken without a meeting if prior to such action a written consent to such action is signed by all members of the Board or of such Executive Committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or Committee.

#### ARTICLE V EXECUTIVE COMMITTEE

5.1 Designation of Executive Committee. The Board of Directors, by resolution adopted by a majority of the entire Board of Directors, may designate two (2) Directors to constitute an Executive Committee. The designation of such Executive Committee, and the delegation of the authority hereinabove granted, shall not operate to relieve the Board of Directors or any member thereof of any responsibility imposed on it or him by law. The Board of Directors shall have the power at any time to increase or decrease the number of members of the Executive Committee,



**ARTICLE VIII**  
**Statement of Property (If any)**

A statement of the property, and an estimate of the value thereof, to be taken over by the Corporation at or upon its incorporation are as follows:     None

**ARTICLE IX**  
**Provisions for Regulation and Conduct**  
**Of the Affairs of Corporation**  
**(Can be the "By Laws")**

Other provisions, consistent with the laws of this state, for the regulation and conduct of the affairs of the Corporation, and creating, defining, limiting or regulating the powers of the Corporation, the directors or the members of any class or classes of members are as follows:

**ARTICLE I**  
**CLASSES OF MEMBERS**

1.1. There shall be 5 classes of members: Charter, Life, Family, Individual and Senior Citizen, with varying membership fees for each class.

1.2. Each member, regardless of class, shall have one vote. Family class members shall have a vote for each spouse.

1.3. Membership List. The Secretary of the Corporation shall maintain a permanent record containing the names and addresses of all members and the class of membership.

1.4. Membership certificates. Every member shall receive a certificate from the Corporation, signed by the president or vice-president, and secretary or assistant secretary, stating that he is a member of the Corporation, and indicating to which class the member belongs. Such certificates of membership shall be nontransferable.

1.5. Sub-Categories. The Board of Directors may divide the members into classes, recognizing various contributions, financial or otherwise, to the Corporation, or on such other basis as the Board of Directors shall see fit, and with such other rights, privileges, and limitations as the Board of Directors shall determine.

1.6. Death or Resignation. All rights, powers and privileges of any member of the Corporation shall cease for all purposes on the death or resignation of such member unless prior arrangement has been made with the surviving members.

(continued)



to fill the vacancies thereon, to change any member thereof, and to change the functions or terminate the existence thereof subject to governing statutes.

5.2 Powers of the Executive Committee. During the intervals between meetings of the Board of Directors, and subject to such limitations as may be required by law, these Bylaws, or by resolution of the Board of Directors, the Executive Committee shall have and may exercise all the authority of the Board of Directors in the management of the Corporation except the power to recommend to members any action requiring membership approval. The Executive Committee may also from time to time formulate and recommend to the Board of Directors for approval, general policies regarding the management of the affairs of the Corporation.

5.3 Meetings. Meetings of the Executive Committee may be held at any time and at any place as may be from time to time determined by the Executive Committee upon the giving of informal notice not later than two (2) days preceding the date of the meeting, which notice may be waived in writing before or after such meeting as by attendance in person.

5.4 Quorum. The entire Executive Committee shall be necessary to constitute a quorum for the transaction of any business, and the act of the majority of the members present at such meeting at which a quorum is present shall be the act of the Executive Committee.

## ARTICLE VI OFFICERS

6.1 Officers. The officers of the Corporation shall consist of a President, one or more Vice Presidents, a Secretary, and a Treasurer, and such officers, assistant officers and agents as may be deemed necessary by the Board of Directors. The President shall be selected from among the Directors. No two offices shall be held by the same person at the same time. The officers shall be elected by the Board of Directors. Unless otherwise sooner removed by the Board of Directors, the officers shall serve for a term of one (1) year and until their successors are elected and shall qualify. In the case of any vacancy in any office of the Corporation, the vacancy shall be filled by the Board of Directors.

6.2 President. The President shall preside at all meetings of the Board of Directors, may give notice of any meeting, either of the members or of the Directors when called in accordance with the provisions of these Bylaws, and shall perform such duties as are customarily incident to the office of President and such other duties as shall be directed by the Board of Directors.

6.3 Vice President. The Vice President shall perform, in the order established by the Board of Directors, the duties of the President in the case of death, absence, or inability of the President to act for any cause.

6.4 Secretary. The Secretary shall give notice of all meetings of the members or of the Board of Directors which are required or permitted by the Bylaws or by Statute, shall attend all such meetings, shall keep records of their proceedings, shall keep the seal of the Corporation, if any, shall keep an accurate list of members, with their names and addresses, and shall perform such duties as directed by the Board of Directors.

6.5 Treasurer. The Treasurer shall collect and keep an account of all monies received and expended for the use of the Corporation, shall deposit sums received by the Corporation in the name of the Corporation in such depositories as shall be approved by the Board of Directors, shall make reports of the finances of the Corporation at each annual meeting and when called upon by the President, and shall perform such duties as shall be directed by the Board of Directors. The funds,



books and vouchers in the hands of the Treasurer shall at all times be subject to the inspection, supervision and control of the Board of Directors, and at the expiration of his term of office the Treasurer shall turn over to his successor in office all books, money and other property in his possession.

6.6 Committees. In addition to the Executive Committee, the Board of Directors may, from time to time, appoint such standing and special committees as may be deemed necessary and advisable in carrying out the work of administration of the corporation.

#### ARTICLE VII AMENDMENTS

7.1 Authority to Amend. These Bylaws may be amended or repealed at any regular meeting of the Board of Directors, or at any special meeting, provided that notice of the proposed amendment or repeal shall be given in the notice of any such special meeting, and provided further that no such amendment or repeal shall be effective unless and until approved by all of the Directors of the Goshen Historical Society, Inc.

#### ARTICLE VIII MISCELLANEOUS

8.1 Negotiable Instruments, Contracts, etc. All negotiable instruments on behalf of the Corporation, including checks, promissory notes and other instruments for the payment of money, shall be signed by two persons, said persons to be designated by the Board of Directors. All contracts and other agreements shall, unless otherwise required by law or permitted by these Bylaws, be signed by such officer or officers as the Board of Directors may from time to time designate.

8.2 Books and Records. Correct and complete books and records of accounts and transactions and minutes of the proceedings of the members and Board of Directors shall be kept by the Corporation. The President of the Corporation shall cause to be prepared annually a full and correct statement of the affairs of the Corporation, including a balance sheet and financial statement of operations for the preceding fiscal year, which shall be submitted within ninety (90) days thereafter to the Directors.

8.3 Monthly Reports. The President of the Corporation will cause to be prepared and presented to the Directors a monthly statement of finances, and shall further cause to be reported promptly to said Directors any developments which would seriously impair the ability of the Goshen Historical Society, Inc. to continue functioning.

8.4 Notice. Any notice provided for herein shall be sent within the time period provided, addressed to the last known address shown on the corporate records, postage prepaid, by either regular mail or telegram, or in some other fashion reasonably calculated to give timely notice. Any notice required herein or by law may be waived by the person to be notified to the extent governing statutes permit.









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

June 7, 2021

**To:** Board of Public Works and Safety  
**From:** Brandy L. Henderson  
**Subject:** Goshen Theater, Inc.'s Community Service Funds Agreement

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.

Goshen Theater, Inc. was one such community service organization that has applied for these funds. Goshen Theater, Inc. has requested \$50,000.00 to assist with operating costs. Goshen Theater, Inc. has provided all the required information and an agreement is now being brought before the Board for consideration and approval.

**Suggested Motion: I move that the City of Goshen approved the agreement with Goshen Theater, Inc. to support the project or projects outlined in its submitted application.**



## AGREEMENT

**With Goshen Theater, Inc.**

### **To Provide Assistance with the Goshen Theater Operating Fund**

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

1. Purpose of this Agreement; Grant Funds.

A. The purpose of this Agreement is to enable the City to award a grant, in the amount of Fifty Thousand Dollars (\$50,000.00), to the Grantee for eligible costs of the services or program described in Grantee’s Community Services Grant 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 Grantee’s Community Services Grant Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Grantee 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 Grantee.

A. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these Grant funds and that the information set forth in its Community Services Grant Application is true, complete, and accurate. The Grantee 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 Grant Application.

B. By entering into this Agreement, Grantee 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 Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with the description contained in Grantee’s Community Services Grant Application. Any modification of the Project from the description given in Grantee’s Community Services Grant Application shall require prior written approval of the City.



B. The Grantee shall submit to the City an Interim Grant Report Form on or before June 25, 2021, and a Final Grant Report Form within thirty (30) days of completion of the Project, but no later than December 17, 2021, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties, and shall remain in effect through completion of the Project, or December 31, 2021, whichever is later.

5. Grant Funding.

A. The City shall fund this grant during its term, pursuant to the project budget set forth within Grantee's Community Services Grant Application. The Grantee 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 grant funds to the Grantee 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 grant 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 Grantee 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 Grantee's Community Services Grant 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 Grantee's Community Services Grant Application and that unpaid costs have been properly accrued; and

C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to the City.



8. Audits and Maintenance of Records. Grantee 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 Grantee 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 Grantee to determine whether the provisions of this Agreement require formal modification.

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

C. The Grantee 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 Grantee and any principals of the Grantee certify that:

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

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

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



a. has not violated the terms of 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 Grantee hereby swears or affirms under the penalties of perjury that:

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

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

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

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

The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the 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 Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, 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, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the City is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action



requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

14. Contracting with Relatives.

Pursuant to IC 36-1-21, if Grantee is wholly or partially owned by a relative of an elected official of the City Grantee certifies that Grantee 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 Grantee.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, 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 Grantee shall be sent to (Include contact name and title, mailing and e-mail address):

Goshen Theater, Inc  
Attn: Amber Burgess  
216 South Main Street  
Goshen, IN 46526  
amber@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 Grant 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 grant payments, and suspend the Grantee's participation in the City grant programs 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 Grantee 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 of the grant, 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 Grantee of a Termination Notice, specifying effective date of termination and extent of termination. The Grantee 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 Grantee attests, subject to the penalties for perjury, that the undersigned is the Grantee or a properly authorized representative, agent, member, or officer of the Grantee. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, Grantee 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 OF GOSHEN, INDIANA:

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

\_\_\_\_\_  
Barb Swartly, Member

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

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

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

GRANTEE: GOSHEN THEATER, INC

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

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

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

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





**Community Services Grant Application  
Program Year 2021**

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

Applications available: Monday, March 29, 2021.

**Applications due: Monday, April 12, 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 Grant 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 funds for program year 2021 will become available sometime after July 1, 2021. If a grant is awarded, program expenses may be incurred starting January 1, 2021, 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 Services grant 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 Services 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 Services Funds	Other Funds
a.			
b.			
c.			
d.			
e.			
f.			
TOTALS			



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

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.)

**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.



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)

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

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



Goshen Theater Inc. – Board Member Terms  
January 2021

**Goshen Theater Inc. Bylaws**

**Section 1.03. Terms of Directors. Each director shall serve for a term of three years, commencing on the nearest January 1 to such director's election and ending on December 31 of the third year thereafter unless the director shall have been elected to fill an unexpired term terminating sooner.**

Terms current as of January 1, 2021:

David Daugherty: 2020 – 2022	President of Goshen Chamber of Commerce (Ret)
Colin Dechant: 2019 – 2021	General Manager, Montana/Keystone RV Company
Julia Gautsche: 2019 – 2021	Goshen Common Council, 16 years (Ret)
Theresa Gunden: 2021-2023	Music Teacher Goshen Community Schools (Ret)
Mike Huber: 2020 – 2022	Sr. Urban Planner, Abonmarche
Jon Hunsberger: 2019 – 2021	Exec. Director, ECCVB
Dennis Landis: 2021-2023	English and Theater Teacher (Ret)
Andrew Landis: 2021-2023	Project Manager, San Francisco Opera
Doug Nisley: 2021-2023	CPA, Partner Crowe Horwath (Ret)
Shannon Oakes: 2020 – 2022	Gift Officer, Beacon Health Foundation
Jeremy Stutsman: 2020 – 2022	Mayor, City of Goshen
Everett Thomas: 2021-2023	Goshen Common Council, 24 years (Ret)
Talashia Keim Yoder: 2019 – 2021	Theater Teacher, Bethany Christian School
Marcia Yost: 2020 – 2022	Arts Director, Goshen College

Officers beginning January 1, 2021 (one-year terms)

President and board Chair: Julia Gautsche

Vice chair: Jon Hunsberger

Treasurer: Douglas Nisley

Secretary: Colin Dechant

Recording Secretary: Dennis Landis



Goshen Theater, Inc  
Goshen City Grant Request  
Supporting Financial information  
2020 Budget

2020 Actual

2021 Budget

2021 YTD  
(January 202

**Non Event Revenue**

**Operations**

CFEC Grants for Operations	\$ 50,000	\$ 72,820	\$ 100,000	\$ -
City of Goshen	\$ 75,000	\$ 75,000	\$ 25,000	\$ -
Individual and Corporate Memberships		\$ -	\$ 15,000	\$ -
Other Non Event Revenue	\$ 7,300	\$ 57,564	\$ 51,040	\$ 21,499

**Capital Campaign**

Capital Campaign Receipts (Including CFEC)	\$ 1,420,000	\$ 1,047,011	\$ 115,000	\$ -
CFEC Grants for Capital Campaign		\$ 500,000		
Add back Redevelopment Forgiveness of Debt-non cash income	\$ (425,000)	\$ (425,000)	\$ (115,000)	\$ -
<b>Total Cash Non Event Revenue</b>	\$ 1,127,300	\$ 1,327,395	\$ 191,040	\$ 21,499

**Non Event Expenses**

Labor	\$ 85,000	\$ 76,446	\$ 112,900	\$ 7,278
Other Non Event Expenses	\$ 157,800	\$ 102,865	\$ 268,670	\$ 7,193
Add back Depreciation -non cash expense	\$ (69,600)	\$ (15,412)	\$ (180,000)	\$ (3,479)
<b>Total Cash Non Event Expenses</b>	\$ 173,200	\$ 163,899	\$ 201,570	\$ 10,992

<b>Net Non Event Surplus/(Loss)</b>	\$ 954,100	\$ 1,163,496	\$ (10,530)	\$ 10,507
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**Events**

Event Revenue	\$ 94,875	\$ 29,951	\$ 72,050	\$ 1,197
Event Expenses	\$ 45,212	\$ 18,859	\$ 51,081	\$ 90

<b>Event Surplus</b>	\$ 49,663	\$ 11,092	\$ 20,969	\$ 1,107
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<b>Net General Operating Cash Surplus</b>	\$ 1,003,763	\$ 1,174,588	\$ 10,439	\$ 11,614
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**Goshen Theater, Inc.  
216 S. Main Street  
Goshen, IN 46526**

**December 31, 2019  
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

October 2, 2020

### CONFIDENTIAL

Goshen Theater, Inc.  
216 S. Main Street  
Goshen, IN 46526

Dear Doug:

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

Return of Organization Exempt From Income Tax (Form 990)

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



Form **990****Two Year Comparison Report****2018 & 2019**

For calendar year 2019, or tax year beginning , ending

Name

Taxpayer Identification Number

**GOSHEN THEATER, INC.****90-0964247**

		2018	2019	Differences
<b>Revenue</b>	1. Contributions, gifts, grants	2,220,368	1,136,133	-1,084,235
	2. Membership dues and assessments			
	3. Government contributions and grants	95,000	51,200	-43,800
	4. Program service revenue	96,432	45,839	-50,593
	5. Investment income	386	52,938	52,552
	6. Proceeds from tax exempt bonds			
	7. Net gain or (loss) from sale of assets other than inventory		100	100
	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	2,935	1,430	-1,505
	<b>12. Total revenue.</b> Add lines 1 through 11	<b>2,415,121</b>	<b>1,287,640</b>	<b>-1,127,481</b>
<b>Expenses</b>	13. Grants and similar amounts paid			
	14. Benefits paid to or for members			
	15. Compensation of officers, directors, trustees, etc.			
	16. Salaries, other compensation, and employee benefits	49,391	71,091	21,700
	17. Professional fundraising fees	16,411		-16,411
	18. Other professional fees	24,036	6,921	-17,115
	19. Occupancy, rent, utilities, and maintenance	22,259	26,460	4,201
	20. Depreciation and Depletion	14,634	15,229	595
	21. Other expenses	73,636	53,314	-20,322
	<b>22. Total expenses.</b> Add lines 13 through 21	<b>200,367</b>	<b>173,015</b>	<b>-27,352</b>
	<b>23. Excess or (Deficit).</b> Subtract line 22 from line 12	<b>2,214,754</b>	<b>1,114,625</b>	<b>-1,100,129</b>
<b>Other Information</b>	24. Total exempt revenue	2,415,121	1,287,640	-1,127,481
	25. Total unrelated revenue			
	26. Total excludable revenue	99,753	100,307	554
	27. Total assets	2,709,452	4,696,722	1,987,270
	28. Total liabilities	200,000	1,072,645	872,645
	29. Retained earnings	2,509,452	3,624,077	1,114,625
	30. Number of voting members of governing body	13	13	
	31. Number of independent voting members of governing body	13	13	
	32. Number of employees	6	3	
33. Number of volunteers	100	85		



## Filing Instructions

**Goshen Theater, Inc.**

### Exempt Organization Tax Return

**Taxable Year Ended December 31, 2019**

**Date Due:** November 16, 2020

**Remittance:** None is required. Your Form 990 for the tax year ended 12/31/19 shows no balance due.

**Signature:** You are using a Personal Identification Number (PIN) for signing your return electronically. Sign the IRS e-file Authorization and return as soon as possible in the envelope provided or fax to us at **574-533-7876**.

**Other:** Initial and date the copies of the IRS e-file Signature Authorization and the Form 990. Retain them for your records.

Your return is being filed electronically with the IRS and is not required to be mailed. Mailing a paper copy of your return to the IRS will delay the processing of your return.



# IRS e-file Signature Authorization for an Exempt Organization

OMB No. 1545-1878

Form **8879-EO**

For calendar year 2019, or fiscal year beginning . . . . . 2019, and ending . . . . . 20 . . . . .

Department of the Treasury  
Internal Revenue Service

▶ **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.**

**2019**

Name of exempt organization

**GOSHEN THEATER, INC.**

Employer identification number

**90-0964247**

Name and title of officer

**DOUG NISLEY  
TREASURER****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**, or **5a**, below, and the amount on that line for the return being filed with this form was blank, then leave line **1b**, **2b**, **3b**, **4b**, or **5b**, 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 Total revenue</b> , if any (Form 990, Part VIII, column (A), line 12) .....	<b>1b</b>	<b>1,287,640</b>
<b>2a</b> Form 990-EZ check here ▶ <input type="checkbox"/>	<b>b Total revenue</b> , if any (Form 990-EZ, line 9) .....	<b>2b</b>	
<b>3a</b> Form 1120-POL check here ▶ <input type="checkbox"/>	<b>b Total tax</b> (Form 1120-POL, line 22) .....	<b>3b</b>	
<b>4a</b> Form 990-PF check here ▶ <input type="checkbox"/>	<b>b Tax based on investment income</b> (Form 990-PF, Part VI, line 5) .....	<b>4b</b>	
<b>5a</b> Form 8868 check here ▶ <input type="checkbox"/>	<b>b Balance Due</b> (Form 8868, line 3c) .....	<b>5b</b>	

**Part II Declaration and Signature Authorization of Officer**

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2019 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 organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's 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 organization's 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 organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

**Officer's PIN: check one box only**

I authorize **INSIGHT ACCOUNTING GROUP, PC** to enter my PIN **06268** as my signature  
ERO firm name Enter five numbers, but do not enter all zeros

on the organization's tax year 2019 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 of the organization, I will enter my PIN as my signature on the organization's tax year 2019 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.

Officer's signature ▶

Date ▶ **10/02/20****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 2019 electronically filed return for the organization 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 IRSe-file Providers for Business Returns.**

ERO's signature ▶ **MARTHA ELLIOTT**Date ▶ **10/02/20****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** (2019)



Form **990**  
(Rev. January 2020)  
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

**2019**  
**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 2019 calendar year, or tax year beginning , and ending**

<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization <b>GOSHEN THEATER, INC.</b>		<b>D</b> Employer identification number <b>90-0964247</b>
	Doing business as		<b>E</b> Telephone number <b>574-312-3701</b>
	Number and street (or P.O. box if mail is not delivered to street address) <b>216 S. MAIN STREET</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>1,287,790</b>
<b>F</b> Name and address of principal officer: <b>EVERETT THOMAS</b> <b>1817 WOODGATE DR.</b> <b>GOSHEN IN 46526</b>			<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
<b>J</b> Website: ▶ <b>WWW.GOSHENTHEATER.COM</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>L</b> Year of formation: <b>2014</b>
			<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>RESTORE AND REVITALIZE THE HISTORIC GOSHEN THEATER, THE CITY'S ONLY REMAINING HISTORIC THEATER. THE RESTORED BUILDING WILL BRING ARTS, CULTURE, EDUCATION, AND ENTERTAINMENT OPTIONS TO THE HEART OF THE CITY.</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>13</b>	
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	<b>13</b>	
	<b>5</b> Total number of individuals employed in calendar year 2019 (Part V, line 2a)	<b>3</b>	
	<b>6</b> Total number of volunteers (estimate if necessary)	<b>85</b>	
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12	<b>0</b>	
<b>b</b> Net unrelated business taxable income from Form 990-T, line 39	<b>0</b>		
<b>Revenue</b>	<b>8</b> Contributions and grants (Part VIII, line 1h)	Prior Year <b>2,315,368</b>	Current Year <b>1,187,333</b>
	<b>9</b> Program service revenue (Part VIII, line 2g)	<b>96,432</b>	<b>45,839</b>
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<b>386</b>	<b>53,038</b>
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<b>2,935</b>	<b>1,430</b>
	<b>12</b> Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>2,415,121</b>	<b>1,287,640</b>
<b>Expenses</b>	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1–3)		<b>0</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>49,391</b>	<b>71,091</b>
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)	<b>16,411</b>	<b>0</b>
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>2,636</b>		
	<b>17</b> Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	<b>134,565</b>	<b>101,924</b>
<b>18</b> Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	<b>200,367</b>	<b>173,015</b>	
<b>19</b> Revenue less expenses. Subtract line 18 from line 12	<b>2,214,754</b>	<b>1,114,625</b>	
<b>Net Assets or Fund Balances</b>	<b>20</b> Total assets (Part X, line 16)	Beginning of Current Year <b>2,709,452</b>	End of Year <b>4,696,722</b>
	<b>21</b> Total liabilities (Part X, line 26)	<b>200,000</b>	<b>1,072,645</b>
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	<b>2,509,452</b>	<b>3,624,077</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>DOUG NISLEY</b> Type or print name and title	<b>TREASURER</b>			
<b>Paid Preparer Use Only</b>	Print/Type preparer's name <b>MARTHA ELLIOTT</b>	Preparer's signature <b>MARTHA ELLIOTT</b>	Date <b>10/02/20</b>	Check <input type="checkbox"/> if self-employed	PTIN <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** (2019)



**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:

**RESTORE AND REVITALIZE THE HISTORIC GOSHEN THEATER, THE CITY'S ONLY REMAINING HISTORIC THEATER. THE RESTORED BUILDING WILL BRING ARTS, CULTURE, EDUCATION, AND ENTERTAINMENT OPTIONS TO THE HEART OF THE CITY.**

**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 \$ **86,895** including grants of\$ ) (Revenue \$ **38,222** )

**VARIOUS EVENTS HELD AT THE THEATER INCLUDING; MOVIE NIGHTS, FUNDRAISERS, AND FIRST FRIDAY EVENTS.**

CLIENT COPY

**4b** (Code: ) (Expenses \$ **19,735** including grants of\$ ) (Revenue \$ **9,047** )

**THE THEATER WAS RENTED OUT FOR THE FOLLOWING ACTIVITIES: DANCE CLASSES, TEAM BUILDING, FILM FESTIVALS, MOVIE NIGHTS AND COMEDY SHOWS, HOLIDAY CONCERTS, GALLERY RENTALS AND CHRISTMAS PARTIES.**

**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 **106,630**



**Part IV Checklist of Required Schedules**

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



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

		Yes	No
<b>22</b>	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>
<b>23</b>	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>
<b>24a</b>	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>b</b>	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
<b>c</b>	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
<b>d</b>	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
<b>25a</b>	<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>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>
<b>26</b>	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>
<b>27</b>	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>
<b>28</b>	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):		
<b>a</b>	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>b</b>	A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV.</i>		<b>X</b>
<b>c</b>	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>
<b>29</b>	Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M.</i>		<b>X</b>
<b>30</b>	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>
<b>31</b>	Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I.</i>		<b>X</b>
<b>32</b>	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>
<b>33</b>	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>
<b>34</b>	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>
<b>35a</b>	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		<b>X</b>
<b>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>		
<b>36</b>	<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>
<b>37</b>	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>
<b>38</b>	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
<b>1a</b>	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	<b>3</b>	
<b>1b</b>	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	<b>0</b>	
<b>c</b>	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	<b>X</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>3</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 file (see instructions)	<b>2b</b>			<b>X</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

**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>13</b>	
<b>b</b>	Enter the number of voting members included on line 1a, above, who are independent	<b>13</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>2</b>	<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>3</b>	<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>4</b>	<b>X</b>
<b>5</b>	Did the organization become aware during the year of a significant diversion of the organization's assets?	<b>5</b>	<b>X</b>
<b>6</b>	Did the organization have members or stockholders?	<b>6</b>	<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>7a</b>	<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>7b</b>	<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>8a</b>	<b>X</b>
<b>b</b>	Each committee with authority to act on behalf of the governing body?	<b>8b</b>	<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>9</b>	<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>10a</b>	<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>10b</b>	
<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>11a</b>	<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>12a</b>	<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>12b</b>	<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>12c</b>	<b>X</b>
<b>13</b>	Did the organization have a written whistleblower policy?	<b>13</b>	<b>X</b>
<b>14</b>	Did the organization have a written document retention and destruction policy?	<b>14</b>	<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>15a</b>	<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>15b</b>	<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>16a</b>	<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?	<b>16b</b>	

**Section C. Disclosure**

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

**TERRI WENTZ** **234 S. MAIN STREET, SUITE 4** **IN 46526** **574-312-3701**  
**GOSHEN**



**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>EVERETT THOMAS</b> ..... <b>PRESIDENT</b>	1.00 0.00	X		X				0	0	0
(2) <b>DAVE DAUGHERTY</b> ..... <b>VICE PRESIDENT</b>	1.00 0.00	X		X				0	0	0
(3) <b>MIKE HUBER</b> ..... <b>SECRETARY</b>	1.00 0.00	X		X				0	0	0
(4) <b>DOUG NISLEY</b> ..... <b>TREASURER</b>	1.00 0.00	X		X				0	0	0
(5) <b>COLIN DECHANT</b> ..... <b>BOARD MEMBER</b>	1.00 0.00	X						0	0	0
(6) <b>JULIA GAUTSCHE</b> ..... <b>BOARD MEMBER</b>	1.00 0.00	X						0	0	0
(7) <b>THERESA GUNDEN</b> ..... <b>BOARD MEMBER</b>	1.00 0.00	X						0	0	0
(8) <b>JON HUNSBERGER</b> ..... <b>BOARD MEMBER</b>	1.00 0.00	X						0	0	0
(9) <b>ALLAN KAUFFMAN</b> ..... <b>BOARD MEMBER</b>	1.00 0.00	X						0	0	0
(10) <b>DENNIS LANDIS</b> ..... <b>BOARD MEMBER</b>	1.00 0.00	X						0	0	0
(11) <b>JEREMY STUTSMAN</b> ..... <b>BOARD MEMBER</b>	1.00 0.00	X						0	0	0



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

(A) Name and title	(B) Average hours per week 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>TALASHIA KEIM YODER</b>	1.00									
BOARD MEMBER	0.00	X					0	0	0	
(13) <b>MARCIA YOST</b>	1.00									
BOARD MEMBER	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> .....										

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

	Yes	No
<b>3</b> Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual		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? If "Yes," complete Schedule J for such individual		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? If "Yes," complete Schedule J for such person		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>					
	<b>c</b> Fundraising events	<b>1c</b>	<b>742,093</b>				
	<b>d</b> Related organizations	<b>1d</b>					
	<b>e</b> Government grants (contributions)	<b>1e</b>	<b>51,200</b>				
	<b>f</b> All other contributions, gifts, grants, and similar amounts not included above	<b>1f</b>	<b>394,040</b>				
	<b>g</b> Noncash contributions included in lines 1a-1f	<b>1g</b>	\$				
	<b>h Total.</b> Add lines 1a-1f			<b>1,187,333</b>			
<b>Program Service Revenue</b>	<b>2a</b> RENTAL INCOME - AUDITORIUM	Business Code	711110	26,000	26,000		
	<b>b</b> CONCESSION INCOME		711110	10,792	10,792		
	<b>c</b> RENTAL INCOME - BALLROOM		711110	3,600	3,600		
	<b>d</b> EVENT RENTALS		711110	2,755	2,755		
	<b>e</b> RENTAL INCOME - FIRST FLOOR R		711110	2,692	2,692		
	<b>f</b> All other program service revenue						
	<b>g Total.</b> Add lines 2a-2f			<b>45,839</b>			
<b>Other Revenue</b>	<b>3</b> Investment income (including dividends, interest, and other similar amounts)			52,938		52,938	
	<b>4</b> Income from investment of tax-exempt bond proceeds						
	<b>5</b> Royalties						
	<b>6a</b> Gross rents	<b>6a</b>	(i) Real				
			(ii) Personal				
	<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	<b>7a</b>	(i) Securities				
			(ii) Other		250		
	<b>b</b> Less: cost or other basis and sales exps.	<b>7b</b>			150		
<b>c</b> Gain or (loss)	<b>7c</b>			100			
<b>d</b> Net gain or (loss)				100		100	
<b>8a</b> Gross income from fundraising events (not including \$ 742,093 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> SOUND INCOME	Business Code		1,213	1,213		
	<b>b</b> CUSTODIAN INCOME			317	317		
	<b>c</b> MARQUEE INCOME			-100	-100		
	<b>d</b> All other revenue						
	<b>e Total.</b> Add lines 11a-11d			<b>1,430</b>			
<b>12 Total revenue.</b> See instructions			<b>1,287,640</b>	<b>47,269</b>	<b>0</b>	<b>53,038</b>	



**Part IX Statement of Functional Expenses**

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

Check if Schedule O contains a response or note to any line in this Part IX **Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.**

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
<b>1</b> Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
<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>64,990</b>	<b>19,862</b>	<b>45,128</b>	
<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>6,101</b>	<b>2,135</b>	<b>3,966</b>	
<b>11</b> Fees for services (nonemployees):				
<b>a</b> Management	<b>4,746</b>		<b>4,746</b>	
<b>b</b> Legal				
<b>c</b> Accounting	<b>2,175</b>		<b>2,175</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>2,834</b>	<b>2,194</b>		<b>640</b>
<b>13</b> Office expenses	<b>11,752</b>	<b>3,545</b>	<b>6,211</b>	<b>1,996</b>
<b>14</b> Information technology				
<b>15</b> Royalties				
<b>16</b> Occupancy	<b>26,460</b>	<b>26,460</b>		
<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>15,229</b>	<b>13,706</b>	<b>1,523</b>	
<b>23</b> Insurance	<b>18,452</b>	<b>18,452</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>RENOVATING AND CAMPAIGN</b>	<b>8,100</b>	<b>8,100</b>		
<b>b</b> <b>CONCESSION</b>	<b>3,616</b>	<b>3,616</b>		
<b>c</b> <b>TALENT/ENTERTAINMENT</b>	<b>3,353</b>	<b>3,353</b>		
<b>d</b> <b>MISCELLANEOUS EXPENSES</b>	<b>1,937</b>	<b>1,937</b>		
<b>e</b> All other expenses	<b>3,270</b>	<b>3,270</b>		
<b>25</b> Total functional expenses. Add lines 1 through 24e	<b>173,015</b>	<b>106,630</b>	<b>63,749</b>	<b>2,636</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>51,845</b>	<b>1</b>	<b>185,882</b>
	<b>2</b> Savings and temporary cash investments	<b>2,358,776</b>	<b>2</b>	<b>2,553,627</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>1,918,029</b>		
	<b>b</b> Less: accumulated depreciation	<b>10b</b> <b>65,135</b>	<b>298,831</b>	<b>10c</b> <b>1,852,894</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>104,319</b>
<b>16 Total assets.</b> Add lines 1 through 15 (must equal line 33)		<b>2,709,452</b>	<b>16</b>	<b>4,696,722</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>22,645</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>200,000</b>	<b>23</b>	<b>1,050,000</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>200,000</b>	<b>26</b>
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow FASB ASC 958, check here</b> <input checked="" type="checkbox"/> <b>and complete lines 27, 28, 32, and 33.</b>			
	<b>27</b> Net assets without donor restrictions	<b>362,105</b>	<b>27</b>	<b>752,313</b>
	<b>28</b> Net assets with donor restrictions	<b>2,147,347</b>	<b>28</b>	<b>2,871,764</b>
	<b>Organizations that do not follow FASB ASC 958, check here</b> <input type="checkbox"/> <b>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>2,509,452</b>	<b>32</b>	<b>3,624,077</b>
<b>33 Total liabilities and net assets/fund balances</b>	<b>2,709,452</b>	<b>33</b>	<b>4,696,722</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>1,287,640</b>
<b>2</b>	Total expenses (must equal Part IX, column (A), line 25)	<b>2</b>	<b>173,015</b>
<b>3</b>	Revenue less expenses. Subtract line 2 from line 1	<b>3</b>	<b>1,114,625</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>2,509,452</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>3,624,077</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: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		<b>X</b>
<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: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		<b>X</b>
<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?		
<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.

**2019**

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

▶ **Attach to Form 990 or Form 990-EZ.**

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

Name of the organization

**GOSHEN THEATER, INC.**

Employer identification number

**90-0964247**

**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  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) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	150,450	172,655	313,842	2,315,368	1,187,333	4,139,648
<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	150,450	172,655	313,842	2,315,368	1,187,333	4,139,648
<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)						132,274
<b>6 Public support.</b> Subtract line 5 from line 4						4,007,374

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>7</b> Amounts from line 4	150,450	172,655	313,842	2,315,368	1,187,333	4,139,648
<b>8</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	117	38	15	386	52,938	53,494
<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						4,193,142
<b>12</b> Gross receipts from related activities, etc. (see instructions)					12	274,222
<b>13 First five 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> ▶ <input type="checkbox"/>						

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

<b>14</b> Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f))	<b>14</b>	95.57%
<b>15</b> Public support percentage from 2018 Schedule A, Part II, line 14	<b>15</b>	98.05%
<b>16a 33 1/3% support test—2019.</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 ▶ <input checked="" type="checkbox"/>		
<b>b 33 1/3% support test—2018.</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 ▶ <input type="checkbox"/>		
<b>17a 10%-facts-and-circumstances test—2019.</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 ▶ <input type="checkbox"/>		
<b>b 10%-facts-and-circumstances test—2018.</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 ▶ <input type="checkbox"/>		
<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 ▶ <input type="checkbox"/>		



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

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

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(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) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(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.)						

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

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

<b>15</b> Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f))	<b>15</b>	%
<b>16</b> Public support percentage from 2018 Schedule A, Part III, line 15	<b>16</b>	%

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

<b>17</b> Investment income percentage for 2019 (line 10c, column (f), divided by line 13, column (f))	<b>17</b>	%
<b>18</b> Investment income percentage from 2018 Schedule A, Part III, line 17	<b>18</b>	%

**19a 33 1/3% support tests—2019.** 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—2018.** 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 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of 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? 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.		
<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)? 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).		
<b>3a</b> Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer (b) and (c) below.		
<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)? If "Yes," describe in <b>Part VI</b> when and how the organization made the determination.		
<b>c</b> Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in <b>Part VI</b> what controls the organization put in place to ensure such use.		
<b>4a</b> Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.		
<b>b</b> Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? 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.		
<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)? 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.		
<b>5a</b> Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) 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).		
<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? If "Yes," provide detail in <b>Part VI</b> .		
<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? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
<b>8</b> Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
<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))? If "Yes," provide detail in <b>Part VI</b> .		
<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? If "Yes," provide detail in <b>Part VI</b> .		
<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? If "Yes," provide detail in <b>Part VI</b> .		
<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)? If "Yes," answer 10b below.		
<b>b</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)

Table with 3 columns: Question, Yes, No. Row 11: Has the organization accepted a gift or contribution from any of the following persons? Row 11a: A person who directly or indirectly controls... Row 11b: A family member... Row 11c: A 35% controlled entity...

Section B. Type I Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees... Row 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?

Section C. Type II Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 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)?

Section D. All Type III Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 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... Row 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... Row 3: By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies...

Section E. Type III Functionally-Integrated Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Check the box next to the method that the organization used to satisfy the Integral Part Test during the year... Row 2: Activities Test. Answer (a) and (b) below. Row 2a: 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? Row 2b: Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? Row 3: Parent of Supported Organizations. Answer (a) and (b) below. Row 3a: 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? Row 3b: Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations?



**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 V **See instructions**). All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	8	
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	<b>Total</b> (add lines 1a, 1b, and 1c)	1d	
e	<b>Discount</b> claimed for blockage or other factors (explain in detail in <b>Part VI</b> ):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	<b>Minimum Asset Amount</b> (add line 7 to line 6)	8	
Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	<b>Distributable Amount</b> . Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		



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

Section D - Distributions	Current Year
<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)	
<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 2019 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-2019	(iii) Distributable Amount for 2019
<b>1</b> Distributable amount for 2019 from Section C, line 6			
<b>2</b> Underdistributions, if any, for years prior to 2019 (reasonable cause required-explain in <b>Part VI</b> ). See instructions.			
<b>3</b> Excess distributions carryover, if any, to 2019			
<b>a</b> From 2014			
<b>b</b> From 2015			
<b>c</b> From 2016			
<b>d</b> From 2017			
<b>e</b> From 2018			
<b>f Total</b> of lines 3a through e			
<b>g</b> Applied to underdistributions of prior years			
<b>h</b> Applied to 2019 distributable amount			
<b>i</b> Carryover from 2014 not applied (see instructions)			
<b>j</b> Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
<b>4</b> Distributions for 2019 from Section D, line 7: \$			
<b>a</b> Applied to underdistributions of prior years			
<b>b</b> Applied to 2019 distributable amount			
<b>c</b> Remainder. Subtract lines 4a and 4b from 4.			
<b>5</b> Remaining underdistributions for years prior to 2019, 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 2019. 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 2020.</b> Add lines 3j and 4c.			
<b>8</b> Breakdown of line 7:			
<b>a</b> Excess from 2015			
<b>b</b> Excess from 2016			
<b>c</b> Excess from 2017			
<b>d</b> Excess from 2018			
<b>e</b> Excess from 2019			



**Part VI**

**Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

CLIENT COPY



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

OMB No. 1545-0047

**2019**▶ **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

**GOSHEN THEATER, INC.****90-0964247**

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 foundationCheck 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 ~~3%~~ **3%** 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 ~~(1)~~ **(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, contribution ~~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) (2019)



Name of organization

**GOSHEN THEATER, INC.**

Employer identification number

**90-0964247****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	DON & THERESA GUNDEN 64874 ORCHARD DRIVE GOSHEN IN 46526	\$ 50,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	LIPPERT COMPONENTS INC. 3501 CR 6 EAST ELKHART IN 46514	\$ 30,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	GALEN MILLER AND SUE NEEB 125 WOODLAWN DR. GOSHEN IN 46526	\$ 150,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	VISION MISSION INC. 24101 EAGLE RIDGE DR. ELKHART IN 46517	\$ 30,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	COMMUNITY FOUNDATION OF ELKHART CO PO BOX 2932 ELKHART IN 46515	\$ 50,000	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.)



SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization

GOSHEN THEATER, INC.

Employer identification number

90-0964247

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include: 1 Total number at end of year, 2 Aggregate value of contributions to (during year), 3 Aggregate value of grants from (during year), 4 Aggregate value at end of year, 5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?, 6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Table with 2 columns: Held at the End of the Tax Year. Rows include: 1 Purpose(s) of conservation easements held by the organization (check all that apply), 2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year, 3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year, 4 Number of states where property subject to conservation easement is located, 5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?, 6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?, 9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Table with 2 columns: Revenue included on Form 990, Part VIII, line 1; Assets included in Form 990, Part X. Rows include: 1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items. 1b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items: (i) Revenue included on Form 990, Part VIII, line 1, (ii) Assets included in Form 990, Part X. 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items: a Revenue included on Form 990, Part VIII, line 1, b Assets included in Form 990, Part X.



**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)**

**3** Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

- a** Public exhibition
- b** Scholarly research
- c** Preservation for future generations
- d** Loan or exchange program
- e** Other

**4** Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

**5** During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

**1a** Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No

**b** If "Yes," explain the arrangement in Part XIII and complete the following table:

- c** Beginning balance
- d** Additions during the year
- e** Distributions during the year
- f** Ending balance

	Amount
<b>1c</b>	
<b>1d</b>	
<b>1e</b>	
<b>1f</b>	

**2a** Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?  Yes  No

**b** If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII.

**Part V Endowment Funds.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
<b>1a</b> Beginning of year balance					
<b>b</b> Contributions	100,500				
<b>c</b> Net investment earnings, gains, and losses	3,819				
<b>d</b> Grants or scholarships					
<b>e</b> Other expenditures for facilities and programs					
<b>f</b> Administrative expenses					
<b>g</b> End of year balance	104,319				

**2** Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a** Board designated or quasi-endowment **▶ 100.00 %**
- b** Permanent endowment **▶ %**
- c** Term endowment **▶ %**

The percentages on lines 2a, 2b, and 2c should equal 100%.

**3a** Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

	Yes	No
<b>(i)</b> Unrelated organizations	<b>X</b>	
<b>(ii)</b> Related organizations		<b>X</b>
<b>b</b> If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?		

**4** Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
<b>1a</b> Land		24,000		24,000
<b>b</b> Buildings		1,777,664	23,200	1,754,464
<b>c</b> Leasehold improvements				
<b>d</b> Equipment		116,365	41,935	74,430
<b>e</b> Other				

**Total.** Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) **▶ 1,852,894**



**Part VII Investments – Other Securities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

**Part VIII Investments – Program Related.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

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**Part IX Other Assets.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

**Part X Other Liabilities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII



**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

<b>1</b>	Total revenue, gains, and other support per audited financial statements		<b>1</b>
<b>2</b>	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
<b>a</b>	Net unrealized gains (losses) on investments	<b>2a</b>	
<b>b</b>	Donated services and use of facilities	<b>2b</b>	
<b>c</b>	Recoveries of prior year grants	<b>2c</b>	
<b>d</b>	Other (Describe in Part XIII.)	<b>2d</b>	
<b>e</b>	Add lines <b>2a</b> through <b>2d</b>		<b>2e</b>
<b>3</b>	Subtract line <b>2e</b> from line <b>1</b>		<b>3</b>
<b>4</b>	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
<b>a</b>	Investment expenses not included on Form 990, Part VIII, line 7b	<b>4a</b>	
<b>b</b>	Other (Describe in Part XIII.)	<b>4b</b>	
<b>c</b>	Add lines <b>4a</b> and <b>4b</b>		<b>4c</b>
<b>5</b>	Total revenue. Add lines <b>3</b> and <b>4c</b> . (This must equal Form 990, Part I, line 12.)		<b>5</b>

**Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

<b>1</b>	Total expenses and losses per audited financial statements		<b>1</b>
<b>2</b>	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
<b>a</b>	Donated services and use of facilities	<b>2a</b>	
<b>b</b>	Prior year adjustments	<b>2b</b>	
<b>c</b>	Other losses	<b>2c</b>	
<b>d</b>	Other (Describe in Part XIII.)	<b>2d</b>	
<b>e</b>	Add lines <b>2a</b> through <b>2d</b>		<b>2e</b>
<b>3</b>	Subtract line <b>2e</b> from line <b>1</b>		<b>3</b>
<b>4</b>	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
<b>a</b>	Investment expenses not included on Form 990, Part VIII, line 7b	<b>4a</b>	
<b>b</b>	Other (Describe in Part XIII.)	<b>4b</b>	
<b>c</b>	Add lines <b>4a</b> and <b>4b</b>		<b>4c</b>
<b>5</b>	Total expenses. Add lines <b>3</b> and <b>4c</b> . (This must equal Form 990, Part I, line 18.)		<b>5</b>

**Part XIII Supplemental Information.**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

**PART V, LINE 4 - INTENDED USES FOR ENDOWMENT FUNDS**

**TO SUPPORT THE ONGOING OPERATIONS AND MAINTENANCE OF THE THEATER.**



**Part XIII** Supplemental Information *(continued)*

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

**Supplemental Information Regarding Fundraising or Gaming Activities**

OMB No. 1545-0047

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

**2019**

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

**GOSHEN THEATER, INC.**

Employer identification number

**90-0964247**

**Part I Fundraising Activities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

**1** Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- a**  Mail solicitations
- b**  Internet and email solicitations
- c**  Phone solicitations
- d**  In-person solicitations
- e**  Solicitation of non-government grants
- f**  Solicitation of government grants
- g**  Special fundraising events

**2a** Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services?  Yes  No

**b** If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
		Yes	No			
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
<b>Total</b>						

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**3** List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.



**Part II Fundraising Events.** Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events
		<b>CAPITAL CAMPAIG</b> (event type)	_____ (event type)	<b>NONE</b> (total number)	(add col. (a) through col. (c))
Revenue	<b>1</b> Gross receipts .....	<b>742,093</b>			<b>742,093</b>
	<b>2</b> Less: Contributions .....	<b>742,093</b>			<b>742,093</b>
	<b>3</b> Gross income (line 1 minus line 2) .....				
Direct Expenses	<b>4</b> Cash prizes .....				
	<b>5</b> Noncash prizes .....				
	<b>6</b> Rent/facility costs .....				
	<b>7</b> Food and beverages .....				
	<b>8</b> Entertainment .....				
	<b>9</b> Other direct expenses .....				
	<b>10</b> Direct expense summary. Add lines 4 through 9 in column (d) .....				
<b>11</b> Net income summary. Subtract line 10 from line 3, column (d) .....					

**Part III Gaming.** Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	<b>1</b> Gross revenue .....				
Direct Expenses	<b>2</b> Cash prizes .....				
	<b>3</b> Noncash prizes .....				
	<b>4</b> Rent/facility costs .....				
	<b>5</b> Other direct expenses .....				
	<b>6</b> Volunteer labor .....	<input type="checkbox"/> Yes ..... % <input type="checkbox"/> No	<input type="checkbox"/> Yes ..... % <input type="checkbox"/> No	<input type="checkbox"/> Yes ..... % <input type="checkbox"/> No	
	<b>7</b> Direct expense summary. Add lines 2 through 5 in column (d) .....				
	<b>8</b> Net gaming income summary. Subtract line 7 from line 1, column (d) .....				

**9** Enter the state(s) in which the organization conducts gaming activities: \_\_\_\_\_

**a** Is the organization licensed to conduct gaming activities in each of these states?  Yes  No

**b** If "No," explain: \_\_\_\_\_

**10a** Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year?  Yes  No

**b** If "Yes," explain: \_\_\_\_\_



- 11 Does the organization conduct gaming activities with nonmembers?  Yes  No
- 12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming?  Yes  No
- 13 Indicate the percentage of gaming activity conducted in:
 

a The organization's facility	<b>13a</b>	%
b An outside facility	<b>13b</b>	%

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name ▶ .....

Address ▶ .....

- 15a Does the organization have a contract with a third party from whom the organization receives gaming revenue?  Yes  No
- b If "Yes," enter the amount of gaming revenue received by the organization ▶ \$ ..... and the amount of gaming revenue retained by the third party ▶ \$ .....
- c If "Yes," enter name and address of the third party:

Name ▶ .....

Address ▶ .....

16 Gaming manager information:

Name ▶ .....

Gaming manager compensation ▶ \$ .....

Description of services provided ▶ .....

- Director/officer       Employee       Independent contractor

17 Mandatory distributions:

- a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license?  Yes  No
- b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ▶ \$ .....

**Part IV Supplemental Information.** Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.



**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

**2019**

Open to Public  
Inspection

Name of the organization

**GOSHEN THEATER, INC.**

Employer identification number

**90-0964247**

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

**FORM 990 IS REVIEWED BY THE EXECUTIVE BOARD PRIOR TO FILING. AN ELECTRONIC  
AND/OR PAPER COPY IS PROVIDED TO THE EXECUTIVE BOARD MEMBERS.**

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

**THE CONFLICTS OF INTEREST POLICY IS NOTED IN THE BYLAWS WHICH ARE PROVIDED  
TO NEW BOARD MEMBERS. COMPLIANCE IS ENFORCED AS ISSUES ARISE DURING THE  
BOARD MEETINGS.**

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

**THE ORGANIZATION MAKES ITS GOVERNING DOCUMENTS AVAILABLE TO THE PUBLIC UPON  
REQUEST.**

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Form **4562**

**Depreciation and Amortization**  
(Including Information on Listed Property)

OMB No. 1545-0172

**2019**

Department of the Treasury  
Internal Revenue Service (99)

▶ Attach to your tax return.

▶ Go to [www.irs.gov/Form4562](http://www.irs.gov/Form4562) for instructions and the latest information.

Attachment Sequence No. **179**

Name(s) shown on return

**GOSHEN THEATER, INC.**

Identifying number

**90-0964247**

Business or activity to which this form relates

**INDIRECT DEPRECIATION**

**Part I Election To Expense Certain Property Under Section 179**

**Note:** If you have any listed property, complete Part V before you complete Part I.

<b>1</b>	Maximum amount (see instructions)	<b>1</b>	<b>1,020,000</b>
<b>2</b>	Total cost of section 179 property placed in service (see instructions)	<b>2</b>	
<b>3</b>	Threshold cost of section 179 property before reduction in limitation (see instructions)	<b>3</b>	<b>2,550,000</b>
<b>4</b>	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	<b>4</b>	
<b>5</b>	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	<b>5</b>	
<b>6</b>	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
<b>7</b>	Listed property. Enter the amount from line 29	<b>7</b>	
<b>8</b>	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	<b>8</b>	
<b>9</b>	Tentative deduction. Enter the smaller of line 5 or line 8	<b>9</b>	
<b>10</b>	Carryover of disallowed deduction from line 13 of your 2018 Form 4562	<b>10</b>	
<b>11</b>	Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions	<b>11</b>	
<b>12</b>	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	<b>12</b>	
<b>13</b>	Carryover of disallowed deduction to 2020. Add lines 9 and 10, less line 12	<b>13</b>	

**Note:** Don't use Part II or Part III below for listed property. Instead, use Part V.

**Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)**

<b>14</b>	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	<b>14</b>	
<b>15</b>	Property subject to section 168(f)(1) election	<b>15</b>	
<b>16</b>	Other depreciation (including ACRS)	<b>16</b>	<b>6,000</b>

**Part III MACRS Depreciation (Don't include listed property. See instructions.)**

**Section A**

<b>17</b>	MACRS deductions for assets placed in service in tax years beginning before 2019	<b>17</b>	<b>7,017</b>
<b>18</b>	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here	<input type="checkbox"/>	

**Section B—Assets Placed in Service During 2019 Tax Year Using the General Depreciation System**

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
<b>19a</b> 3-year property						
<b>b</b> 5-year property						
<b>c</b> 7-year property		<b>15,481</b>	<b>7.0</b>	<b>HY</b>	<b>200DB</b>	<b>2,212</b>
<b>d</b> 10-year property						
<b>e</b> 15-year property						
<b>f</b> 20-year property						
<b>g</b> 25-year property			25 yrs.		S/L	
<b>h</b> Residential rental property			27.5 yrs.	MM	S/L	
<b>i</b> Nonresidential real property			39 yrs.	MM	S/L	

**Section C—Assets Placed in Service During 2019 Tax Year Using the Alternative Depreciation System**

<b>20a</b> Class life					S/L	
<b>b</b> 12-year			12 yrs.		S/L	
<b>c</b> 30-year			30 yrs.	MM	S/L	
<b>d</b> 40-year			40 yrs.	MM	S/L	

**Part IV Summary (See instructions.)**

<b>21</b>	Listed property. Enter amount from line 28	<b>21</b>	
<b>22</b>	<b>Total.</b> Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	<b>22</b>	<b>15,229</b>
<b>23</b>	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	<b>23</b>	

For Paperwork Reduction Act Notice, see separate instructions.

Form **4562** (2019)

DAA

**THERE ARE NO AMOUNTS FOR PAGE 2**



Year Ended: December 31, 2019

90-0964247

Goshen Theater, Inc.  
216 S. Main Street  
Goshen, IN 46526

**Electing out of Bonus Depreciation Allowance for  
All Eligible Depreciable Property**

The above named taxpayer elects out of the first-year bonus depreciation allowance under IRC Section 168(k)(7) for all eligible depreciable property placed in service during the tax year.



Form **990****Tax Return History****2019**

Name

**GOSHEN THEATER, INC.**

Employer Identification Number

**90-0964247**

	2015	2016	2017	2018	2019	2020
Contributions, gifts, grants		172,655	313,842	2,315,368	1,187,333	
Membership dues						
Program service revenue		54,451	68,225	96,432	45,839	
Capital gain or loss					100	
Investment income		38	15	386	52,938	
Fundraising revenue (income/loss)						
Gaming revenue (income/loss)						
Other revenue		2,661	2,249	2,935	1,430	
<b>Total revenue</b>		<b>229,805</b>	<b>384,331</b>	<b>2,415,121</b>	<b>1,287,640</b>	
Grants and similar amounts paid						
Benefits paid to or for members						
Compensation of officers, etc.						
Other compensation				49,391	71,091	
Professional fees		100,353	185,016	40,447	6,921	
Occupancy costs		20,809	22,033	22,259	26,460	
Depreciation and depletion		14,393	16,264	14,634	15,229	
Other expenses		43,763	59,203	73,636	53,314	
<b>Total expenses</b>		<b>179,318</b>	<b>282,516</b>	<b>200,367</b>	<b>173,015</b>	
<b>Excess or (Deficit)</b>		<b>50,487</b>	<b>101,815</b>	<b>2,214,754</b>	<b>1,114,625</b>	
Total exempt revenue		229,805	384,331	2,415,121	1,287,640	
Total unrelated revenue						
Total excludable revenue		57,150	70,489	99,753	100,307	
Total Assets		392,883	494,698	2,709,452	4,696,722	
Total Liabilities		200,000	200,000	200,000	1,072,645	
Net Fund Balances		192,883	294,698	2,509,452	3,624,077	



# Federal Statements

## Taxable Interest on Investments

<u>Description</u>	<u>Amount</u>	<u>Unrelated Business</u>	<u>Exclusion Code</u>	<u>Postal Code</u>	<u>Acquired after 6/30/75</u>	<u>US Obs (\$ or %)</u>
INTEREST INCOME	\$ 49,119		14			
TOTAL	<u>\$ 49,119</u>					

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### 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>
EVENT STAFF	\$ 877	\$ 877	\$	\$
SALES TAX ON CONCESSION	837	837		
DUES & SUBSCRIPTIONS	562	562		
SALES TAX CATERING	434	434		
EVENT EQUIPMENT	329	329		
TICKET EXPENSE/LICENSE	199	199		
VOLUNTEERS EXPENSE	32	32		
TOTAL	\$ <u>3,270</u>	\$ <u>3,270</u>	\$ <u>0</u>	\$ <u>0</u>

CLIENT COPY



# Federal Statements

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

<u>Description</u>	<u>Amount</u>
GOVERNMENT GRANTS OR CONTRIBUTIONS	\$ 51,200
REGIONAL CITIES	332,110
GRANT INCOME - INDIVIDUAL DONORS	6,283
GRANT INCOME - CORPORATE DONORS	5,191
EVENT DONATIONS	27
AUCTION INCOME	429
GRANT INCOME - CFEC	50,000
CAPITAL CAMPAIGN	
CASH CONTRIBUTION	742,093
TOTAL	\$ <u>1,187,333</u>

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

<u>Donor Name</u>	<u>Total</u>	<u>Excess</u>
DOUG & SHARON RISSER	\$ 75,000	
DON & THERESA GUNDEN	150,000	66,137
EVERENCE FINANCIAL	10,000	
BILL & KARLA RIETH	11,000	
RIETH-RILEY CONSTRUCTION CO.	5,000	
GREATER GOSHEN ASSOCIATION	10,000	
MICHAEL J WEBER	5,000	
DOUG STANLEY DDS	5,000	
CARL & LOVINIA RUTT	10,000	
1ST SOURCE BANK	5,000	
GEOFF & LIZ GUNDEN LANDIS	30,000	
FIRST STATE BANK	5,000	
LIPPERT COMPONENTS INC.	60,000	
INTERRA CARES FOUNDATION	15,000	
COLIN & ALEAH DECHANT	5,000	
JONATHAN HELMUTH	10,000	
JOHN & LOIS FIDLER	10,000	
GENESIS PRODUCTS	10,000	
GOSHEN HEALTH FOUNDATION	30,000	
DOUG & JANETTE YODER	5,317	
GALEN MILLER AND SUE NEEB	150,000	66,137
VISION MISSION INC.	30,000	
BILL & TONI JOHNSON	50,000	
COMMUNITY FOUNDATION OF ELKHART CO	50,000	
TOTAL	<u>\$ 696,317</u>	<u>\$ 132,274</u>



### Federal Statements

#### Schedule A, Part II, Line 8(e)

<u>Description</u>	<u>Amount</u>
INTEREST INCOME	\$ 49,119
EARNINGS ON CAMPAIGN FUNDS	3,819
TOTAL	<u>\$ 52,938</u>

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

<u>Description</u>	<u>Amount</u>
RENTAL INCOME - AUDITORIUM	\$ 26,000
RENTAL INCOME - BALLROOM	3,600
CONCESSION INCOME	10,792
RENTAL INCOME - FIRST FLOOR R	2,692
EVENT RENTALS	2,755
CUSTODIAN INCOME	317
SOUND INCOME	1,213
MARQUEE INCOME	-100
CAPITAL CAMPAIGN	
TOTAL	<u>\$ 47,269</u>

CLIENT COPY





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

June 7, 2021

**To:** Board of Public Works and Safety  
**From:** Brandy L. Henderson  
**Subject:** Chamber of Commerce of Goshen, Indiana, Inc.'s Community Service Funds Agreement

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.

Chamber of Commerce of Goshen, Indiana, Inc. was one such community service organization that has applied for these funds. Chamber of Commerce of Goshen, Indiana, Inc. has requested \$50,000 for economic development and tourism. Chamber of Commerce of Goshen, Indiana, Inc. has provided all the required information and an agreement is now being brought before the Board for consideration and approval.

**Suggested Motion: I move that the City of Goshen approved the agreement with Chamber of Commerce of Goshen, Indiana, Inc. to support the project or projects outlined in its submitted application.**



## AGREEMENT

**With Chamber of Commerce of Goshen, Indiana, Inc.**

**To Support Economic Development and Tourism**

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

1. Purpose of this Agreement; Grant Funds.

A. The purpose of this Agreement is to enable the City to award a grant, in the amount of Fifty Thousand Dollars (\$50,000), to the Grantee for eligible costs of the services or program described in Grantee's Community Services Grant 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 Grantee's Community Services Grant Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Grantee 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 Grantee.

A. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these Grant funds and that the information set forth in its Community Services Grant Application is true, complete, and accurate. The Grantee 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 Grant Application.

B. By entering into this Agreement, Grantee 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 Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with the description contained in Grantee's Community Services Grant Application. Any modification of the Project from the description given in Grantee's Community Services Grant Application shall require prior written approval of the City.



B. The Grantee shall submit to the City an Interim Grant Report Form on or before June 25, 2021, and a Final Grant Report Form within thirty (30) days of completion of the Project, but no later than December 17, 2021, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties, and shall remain in effect through completion of the Project, or December 31, 2021, whichever is later.

5. Grant Funding.

A. The City shall fund this grant during its term, pursuant to the project budget set forth within Grantee's Community Services Grant Application. The Grantee 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 grant funds to the Grantee 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 grant 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 Grantee 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 Grantee's Community Services Grant 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 Grantee's Community Services Grant Application and that unpaid costs have been properly accrued; and

C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to the City.



8. Audits and Maintenance of Records. Grantee 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 Grantee 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 Grantee to determine whether the provisions of this Agreement require formal modification.

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

C. The Grantee 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 Grantee and any principals of the Grantee certify that:

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

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

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



a. has not violated the terms of 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 Grantee hereby swears or affirms under the penalties of perjury that:

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

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

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

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

The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the 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 Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, 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, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the City is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action



requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

14. Contracting with Relatives.

Pursuant to IC 36-1-21, if Grantee is wholly or partially owned by a relative of an elected official of the City Grantee certifies that Grantee 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 Grantee.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, 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 Grantee 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

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 Grant 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 grant payments, and suspend the Grantee's participation in the City grant programs 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 Grantee 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 of the grant, 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 Grantee of a Termination Notice, specifying effective date of termination and extent of termination. The Grantee 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 Grantee attests, subject to the penalties for perjury, that the undersigned is the Grantee or a properly authorized representative, agent, member, or officer of the Grantee. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, Grantee 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 OF GOSHEN, INDIANA:

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

\_\_\_\_\_  
Barb Swartly, Member

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

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

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

GRANTEE: CHAMBER OF COMMERCE OF GOSHEN, INDIANA, INC.

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

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

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

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





**Community Services Grant Application  
Program Year 2021**  
(Attach additional sheets if space provided is not adequate.)

Applications available: Monday, March 29, 2021.

**Applications due: Monday, April 12, 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 Grant 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 funds for program year 2021 will become available sometime after July 1, 2021. If a grant is awarded, program expenses may be incurred starting January 1, 2021, 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 St

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

Contact Person: Nick Kieffer

Phone Number: 574-533-2102

Email address: nkieffer@goshen.org

Project Title: Economic Development & Tourism Grant

Community Services grant requested: \$ 50,000.00

Expected number of individuals to benefit from this project: community & beyond



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

The City of Goshen and the Goshen Chamber of Commerce have had a long-standing relationship regarding efforts in Economic Development and Tourism for the City of Goshen. The Goshen Chamber devotes resources to the dissemination of information concerning the industrial, commercial, governmental, educational, and recreational advantages of Goshen to prospective businesses and developers and to the recruitment and expansion of the commerce and industry in Goshen. We work together with the City of Goshen to develop and promote a balanced economy and pursuing economic growth downtown and throughout Goshen, consistent with the City of Goshen and the comprehensive plan. The Goshen Chamber continues to provide support to the downtown business community, consistent with past reports and plans, devoting staff time in many areas for downtown vitality. The Goshen Chamber works on these issues on a 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.

*\*SEE ATTACHMENT FOR BREAKDOWN*

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 Services Funds	Other Funds
a. <i>Tourism</i>	40,000	25,000	15,000
b. <i>Economic Development</i>	25,000	15,000	10,000
c. <i>Downtown Goshen</i>	15,000	10,000	5,000
d. <i>Advertising</i>	2,500	0	2,500
e.			
f.			
<b>TOTALS</b>	<b>82,500</b>	<b>50,000</b>	<b>32,500</b>



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

The schedule in question #2 (above) is a rough estimate on how the funds would be matched and spent. This is a very fluid process each year, with many variables changing often. The Goshen Chamber of Commerce generates revenue from the business community to fund these efforts each year. The Goshen Chamber is represented by over 450 area businesses and organizations that either reside in Goshen or service the Goshen area. The Goshen Chamber's mission statement is "To Champion Our Community's Business Future". Having a strong Chamber of Commerce, a strong City of Goshen, and a strong Educational system in Goshen is essential to accomplishing our organization's mission. The Goshen Chamber of Commerce currently has a staff of 2 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 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 to make 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 building 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.)

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.

**Organizational Characteristics**

IRS nonprofit status 35-0907750  
 Years in operation 1954 to present (67 years)  
 Number of full-time paid staff 2 (possibly increasing by years end)  
 Number of part-time paid staff n/a  
 Number of volunteer staff 100-150 per year (or more)  
 Number of Board members 15

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

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

Mission Statement  
 To Champion Our Community'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. Creating a business environment that will result in an inclusive community where businesses thrive and people want to live.

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

- Integrity
- Respect
- Collaboration
- Valuing All Businesses
- Results Driven




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

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

**Certification Of Authorization To Submit This Application**

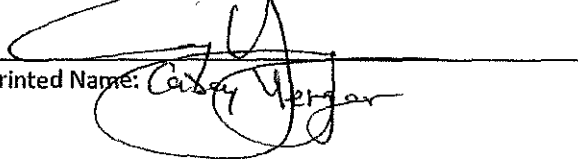
I (We) certify to the City of Goshen that the Board of Directors of the organization identified on page 1 of this application authorized the submission of this application.

Agency Director (Signature)

Nick Kieffer   
Printed Name:

Date: 3/31/2021

Chairperson, Board of Directors (Signature)

  
Printed Name: Casey Verman

Date: 3/31/21



**Group Membership Roster: 2021 Board of Directors**

<u>Contact</u>	<u>Company Name</u>	<u>Group Role</u>	<u>Notes</u>	<input type="checkbox"/>
<u>Casey Yergler</u>	<u>1st Source Bank</u>	2021 Board Chair	email: <a href="mailto:yergerc@1stsource.com">yergerc@1stsource.com</a> phone: (574) 533-7570	<input type="checkbox"/>
<u>Stephen DePue</u>	<u>Arctic Clear Products, Inc.</u>	Board Member	email: <a href="mailto:stephendepue@cs.com">stephendepue@cs.com</a>	<input type="checkbox"/>
<u>Adriana Garcia Bontreger</u>	<u>Centier Bank</u>	Secretary	email: <a href="mailto:agarcia@centier.com">agarcia@centier.com</a> phone: (574) 533-1333	<input type="checkbox"/>
<u>Sharon Welsh</u>	<u>FM Stone Commercial LLC</u>	Board Member	email: <a href="mailto:sharonw@fmstone.com">sharonw@fmstone.com</a> phone: (574) 522-0390	<input type="checkbox"/>
<u>Mr. Nick Kieffer</u>	<u>Goshen Chamber of Commerce</u>	President/CEO of the Goshen Chamber	email: <a href="mailto:nkieffer@goshen.org">nkieffer@goshen.org</a> phone: (574) 533-2102	<input type="checkbox"/>
<u>Kathy Sponseller</u>	<u>Goshen Chamber of Commerce</u>	Office Manager	email: <a href="mailto:ksponseller@goshen.org">ksponseller@goshen.org</a> phone: (574) 533-2102	<input type="checkbox"/>
<u>Randy Christophel</u>	<u>Goshen Health</u>	Board Member	email: <a href="mailto:rchristophel@goshenhealth.com">rchristophel@goshenhealth.com</a> phone: (574) 364-2663	<input type="checkbox"/>
<u>Levi King</u>	<u>Jo Jo's Pretzels</u>	Treasurer	email: <a href="mailto:levijojo61@gmail.com">levijojo61@gmail.com</a> phone: (574) 534-5656	<input type="checkbox"/>
<u>Mr. Michael E. Varner, CPA</u>	<u>Krugel Lawton CPAs</u>	2020 Board Chair	email: <a href="mailto:MVarner@klcpas.com">MVarner@klcpas.com</a> phone: (574) 533-4301	<input type="checkbox"/>
<u>Amanda Mansfield</u>	<u>MasterBrand Cabinets, Inc.</u>	Board Member	email: <a href="mailto:AMansfield@masterbrand.com">AMansfield@masterbrand.com</a> phone: (574) 535-9300	<input type="checkbox"/>
<u>Julia Fisher</u>	<u>Salon J</u>	Chair-Elect 2022	email: <a href="mailto:salonj.julia@gmail.com">salonj.julia@gmail.com</a> phone: (574) 971-5229	<input type="checkbox"/>
<u>Kara Armino</u>	<u>Wal-Mart Superstore #1566</u>	Board Member	email: <a href="mailto:knarmin.s01566.us@wal-mart.com">knarmin.s01566.us@wal-mart.com</a> phone: (574) 875-6601	<input type="checkbox"/>
<u>Jeff Lund</u>	<u>Yoder, Ainlay, Ulmer &amp; Buckingham, LLP</u>	Board Member	email: <a href="mailto:jlund@yaub.com">jlund@yaub.com</a> phone: (574) 533-1171	<input type="checkbox"/>
<u>Trevor Robinson</u>	<u>Lippert</u>	Board Member	email: <a href="mailto:trobenson@lci1.com">trobenson@lci1.com</a>	<input type="checkbox"/>
<u>Kenneth D. Hochstetler</u>	<u>Everence Financial</u>	Board Member	email: <a href="mailto:ken.hochstetler@everence.com">ken.hochstetler@everence.com</a> phone: (574) 533-9511	<input type="checkbox"/>
<u>Ryan Kring</u>	<u>Ancon Construction</u>	Board Member	email: <a href="mailto:kring@anconconstruction.com">kring@anconconstruction.com</a> phone: (574) 533-9561	<input type="checkbox"/>
<u>Kate Leaman</u>	<u>Shirley's Gourmet Popcorn Company</u>	Board Member	email: <a href="mailto:kleaman@shirleyspopcorn.com">kleaman@shirleyspopcorn.com</a> phone: (574) 903-6647	<input type="checkbox"/>
<u>Chandra Galloway</u>	<u>Goshen Health</u>		email: <a href="mailto:cgallowa@goshenhealth.com">cgallowa@goshenhealth.com</a> phone: (574) 364-2650	<input type="checkbox"/>
<u>Stephanie Smith</u>	<u>Everence Financial</u>		email: <a href="mailto:Stephanie.smith@everence.com">Stephanie.smith@everence.com</a> phone: (574) 533-9515x3206	<input type="checkbox"/>



**2021 APPROVED EXPENSE BUDGET**

Column1	Column2	2021 Approved Budget
<b>I.</b>	<b>PERSONNEL</b>	
	Gross Wages	150,000
	Commissions	0
	Bonuses	0
	Payroll Taxes	15,000
	Life & Disability Insurance	4,500
	Pension - Company Share	5,000
	HSA - Employer Contribution	5,500
	Pres. Ins./Retirement Stipend	15,600
	Staff Development	3,000
	Travel & Meetings	2,000
	Vehicle Expense	4,000
		<b>204,600</b>
<b>II.</b>	<b>MEMBERSHIP</b>	
	Membership Development	5,000
	Membership Dis. Cards & Plaques	2,000
	Meals & Entertainment	0
	Chamber Holiday Open House	1,500
	MyChamberApp	0
		<b>8,500</b>
<b>III.</b>	<b>OUTINGS</b>	
	Bowling	3,000
	Fall Golf & Tennis	20,000
		<b>23,000</b>
<b>IV.</b>	<b>OPERATIONS</b>	
	Equipment & Building Repairs	5,000
	Real & Personal Property Tax	21,000
	Building Insurance	5,500
	Utilities	16,000
	Telephone & Internet	4,000
	Office Maintenance	17,000
	Equipment Leases	2,000
	Office Supplies & Small Equipment	5,000
	Postage	1,500
	Memberships & Subscriptions	5,000
	Insurance (Non-Building)	3,000
	Audit - Professional Fees	6,000
	Other Operations Expense	0
		<b>91,000</b>



**2021 APPROVED EXPENSE BUDGET**

Column1	Column2	2021 Approved Budget
<b>V.</b>	<b>PROGRAMS &amp; EVENTS</b>	
	Ambassadors Expense	2,000
	Annual Meeting	15,000
	Breakfast Series	3,000
	Chamber University & Seminars	1,000
	Executive & BOB Meetings	1,000
	Founders Day	12,000
	Hispanic/Latino Business Expo	0
	H/R Monthly Meetings	1,000
	2020-2021 Leadership Academy	9,000
	Public Policy Meetings	0
	Connect @4	200
	Small Business Development Center	5,000
	Sound of Economy	500
	YP Group	100
	Women in Business Network	100
		<b>49,900</b>
<b>VI.</b>	<b>SPECIAL PROJECTS</b>	
	Special Projects	3,000
	Community Marketing Campaign	2,500
	Downtown Goshen, Inc.	2,500
	4-H Auction	4,000
	Rich Night Expenses	0
	EDC Investment	2,000
	Launch Pad	2,000
	Website Update	2,000
		<b>18,000</b>
<b>VII.</b>	<b>TOURISM DIVISION</b>	
	Distribution Services	4,000
	ECVB Visitors Guide Ad	5,900
	Other Tourism Expense	500
		<b>10,400</b>
<b>VIII.</b>	<b>PUBLIC RELATION/PUBLICATION</b>	
	Award & Recognition	1,000
	Donations	1,500
	Member/Employee Gifts	250
	Newsletter (Printing & Postage)	0
	Advertising	3,000



**2021 APPROVED EXPENSE BUDGET**

Column1	Column2	2021 Approved Budget
	Other Public Relations Expense	0
		5,750
<b>IX.</b>	<b>RETAIL DIVISION</b>	
	Downtown Holiday Open House	1,500
	Other Retail Division Expense	0
		1,500
<b>X.</b>	<b>MISCELLANEOUS</b>	
	Interest Expense	4,000
	Bank Charges	2,400
	Penalties & Interest	0
	Other Miscellaneous Expense	1,000
		7,400
	<b>TOTAL EXPENSE</b>	<b>420,050</b>
	<b>DEPRECIATION</b>	<b>20,000</b>
	<b>TOTAL EXPENSE WITH DEPREC</b>	<b>440,050</b>



	2021 Approved Budget
<b>I. DUES</b>	
Renewed Members	170,000
Membership Assistance Program	0
Gold Memberships	5,000
Platinum Memberships	15,000
Diamond Memberships	15,000
New Memberships	10,000
New Member Enrollment Fee	500
	215,500
<b>II. OUTINGS</b>	
Bowling	5,000
Fall Golf & Tennis	40,000
	45,000
<b>III. PROGRAMS &amp; EVENTS</b>	
Ambassadors	2,800
Annual Meeting	20,000
Breakfast Series	4,000
Chamber University & Seminars	2,000
Founders Day	15,000
HR Group	500
2020-2021 Leadership Academy	15,000
Sound of Economy	1,000
YP Group	500
Women in Business Network	500
	61,300
<b>IV. RENTAL INCOME</b>	
Tenant Leases + LaunchPad	4,800
Room Rental	1,000
	5,800
<b>V. PUBLIC RELATIONS/PUBLICATIONS</b>	



	Business Directory	3,500
	City Map/Image Book	0
		3,500
VI.	<b>SPECIAL PROJECTS</b>	
	Economic Development	30,000
	Pitch Night Incentives	0
	4-H Auction	4,000
	Third House	0
	<b>SPECIAL PROJECTS</b>	0
		34,000
VII.	<b>TOURISM DIVISION</b>	
	Tourism Brochure	4,000
	CVB Advisory Grant	2,950
	Other Tourism Income	1,000
		7,950
VIII.	<b>RETAIL DIVISION</b>	
	Gift Certificates-Unredeemed	500
		500
IX.	<b>MISC INCOME</b>	
	Auto Lease Reimbursement	1,400
	Other Misc. Income	1,200
		2,600
XI.	<b>OTHER INCOME</b>	
	Interest Income	350
	<b>TOTAL INCOME</b>	876,500



## **Goshen Chamber Programs and Services**

(\*most open to members and non-members)

### **Wake Up Goshen Breakfast Series**

Annual Budget Amount \$3,000.00

Wake Up Goshen are information breakfast/lunch meetings focusing on topics related to the business community or the community. Program provides some networking time as well as guest speakers on a wide range of topics.

### **Seminars/Workshops**

Annual Budget Amount \$1,000.00

How to start a business, how to hire/fire, marketing trends are just a few topics that we bring in for businesses to learn from. These programs are held throughout the year and based on demand of a topic

### **HR Network**

Annual Budget Amount \$1,000.00

These meetings are designed to address workforce issues. Typically held once a month, the programs are based on trends in the workforce, HR rules and laws, and are a great resource for anyone running a business, not just a human resource director.

### **Young Professional Network**

Annual Budget Amount \$100.00

The YP Network is aimed at people 18-40 years old in the workplace. A mix of community service, networking, and informational meetings take place throughout the year.

### **Women in Business Network**

Annual Budget Amount \$100.00

The WiBN is aimed at women in the workplace. Meetings and topics are driven by the attendees and address issues, challenges, successes and more of women in the workplace.

### **Sound of the Economy**

Annual Budget Amount \$500.00

A monthly roundtable discussion about the local economy. This program has taken place in Goshen for over 50 years, and the Chamber is the host of the discussion. The conversation dives into local, state, and national economic news, and is a great resource for how business is doing in our area.

### **Connect @ 4**

Annual Budget Amount \$500.00

These networking events are held a few times throughout the year with the purpose of people getting to know one another. Studies show, people do more business with each other when there is a solid relationship established.



**Leadership Goshen**

Annual Budget Amount \$9,000.00

The Goshen Chamber has a history of developing and establishing leaders in our community. This program over an 8-month process focusses on interpersonal leadership strengths and areas for improvement, but also an in depth look at our community and how it operates.

**LaunchPad Goshen**

Annual Budget Amount \$2,000.00

A coworking/incubator space on the second floor of the Goshen Chamber. Started in 2012, this space has helped launch several businesses in the Goshen community.

**www.goshen.org**

Annual Budget Amount \$2,000.00

The Goshen Chamber website is a tremendous resource for business and community information. We update and maintain information on the site throughout the year.

**Tourism Distribution Services**

Annual Budget Amount \$9,900.00

The Goshen Chamber produces and distributes tourist information throughout the state of Indiana and beyond. Whether it is along the toll road, and in southern Indiana, the Chamber markets Goshen to tourist year round.

***Other Programs/Items Chamber provides for the community*****Third House Meetings**

Held during Indiana Legislative session, these meetings are townhall style meetings where you can get updates on the legislature, as well as ask questions and voice your concerns with our State elected officials.

**Community Meeting Space (\*fees may apply)**

The Goshen Chamber building serves as a meeting facility for many organizations, businesses, and the City of Goshen. With conference rooms with capacities of 6-60, this is a great community asset.

**Visitor & Tourism Center**

The Goshen Chamber building is stocked with tourist and community information. Chamber staff handles many different requests throughout the year for information about our community.



**APPROVED AND FILED**  
CONNIE LAWSON  
INDIANA SECRETARY OF STATE  
02/12/2021 10:56 AM

**BUSINESS ENTITY REPORT**

**NAME AND PRINCIPAL OFFICE ADDRESS**

**BUSINESS ID** 192852B021  
**BUSINESS TYPE** Domestic Nonprofit Corporation  
**BUSINESS NAME** CHAMBER OF COMMERCE OF GOSHEN INDIANA INCORPORATED  
**ENTITY CREATION DATE** 02/03/1954  
**JURISDICTION OF FORMATION** Indiana  
**PRINCIPAL OFFICE ADDRESS** 232 S. Main St., GOSHEN, IN, 46526, USA

**YEARS FILED**

**YEARS** 2021/2022

**EFFECTIVE DATE**

**EFFECTIVE DATE** 02/12/2021  
**EFFECTIVE TIME** 10:56 AM

**REGISTERED OFFICE AND ADDRESS**

**REGISTERED AGENT TYPE** Individual  
**NAME** Nick D. Kieffer  
**ADDRESS** 232 S. Main Street, Goshen, IN, 46526, USA

**PRINCIPAL(S)**

**TITLE** President  
**NAME** Nick D Kieffer  
**ADDRESS** 232 S. Main Street, Goshen, IN, 46526, USA



**APPROVED AND FILED**  
CONNIE LAWSON  
INDIANA SECRETARY OF STATE  
02/12/2021 10:56 AM

**SIGNATURE**

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **February 12, 2021**.

**SIGNATURE**

Nick Kieffer

**TITLE**

President

Business ID : 192852B021

Filing No. : 8902344



STATE OF INDIANA  
DEPARTMENT OF STATE  
CERTIFICATE OF INCORPORATION

2852B-21

CRAWFORD P. PARKER  
~~XXXXXXXXXXXX~~ Secretary of State

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, Articles of Incorporation, duly signed and acknowledged, showing no Capital Stock, having been filed in the office of the Secretary of State on the 3rd day of FEBRUARY, 1954, for the organization of the.....

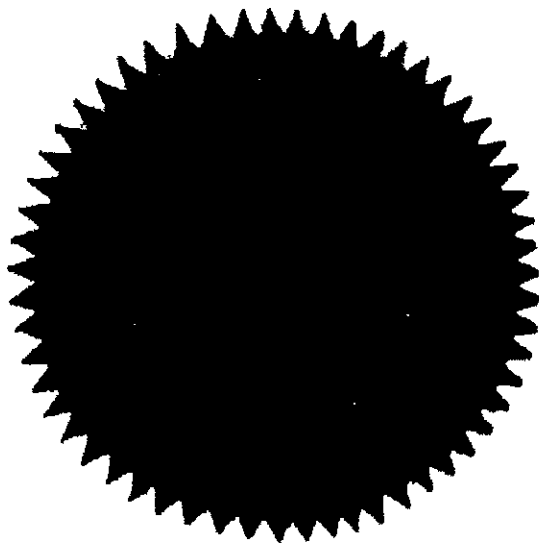
CHAMBER OF COMMERCE OF GOSHEN, INDIANA, INCORPORATED

under and in accordance with the provisions of "AN ACT" concerning domestic and foreign corporations not for profit, providing for fees, providing penalties for the violation thereof, and repealing certain laws." Approved March 7, 1935, as published at Page 557, Acts of 1935.

CRAWFORD P. PARKER

NOW THEREFORE, I, ~~XXXXXXXXXXXX~~ Secretary of State of the State of Indiana, by virtue of the powers and duties vested in me by law, do hereby certify that the said organization is a body politic and corporate, authorized and empowered by the laws of the State of Indiana to proceed to carry out the objects of its organization.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this 3rd day of FEBRUARY, 1954



CRAWFORD P. PARKER Secretary of State.

By ROYDEN C. GILBERT Deputy.



(33)

— 2 —

ARTICLES OF INCORPORATION

of

APPROVED  
AND  
FILED

FEB 3 - 1954

CHAMBER OF COMMERCE OF GOSHEN, INDIANA, INCORPORATED

*Raymond F. Parker*  
Secretary of State of Indiana

The undersigned, being three or more natural persons of lawful age, at least a majority of whom are citizens of the United States, do hereby adopt the following Articles of Incorporation, representing beforehand to the Secretary of State of the State of Indiana and all persons whom it may concern, that a membership list or lists of the above named corporation for which certificate of incorporation is hereby applied for, have heretofore been opened in accordance with law and that at least three (3) persons have signed such membership list.

Be it further remembered that the following Articles of Incorporation and all matters heretofore done or hereafter to be done are in accordance with "An Act concerning domestic and foreign corporations not for profit, providing for fees, providing penalties for the violation thereof, and repealing certain laws," approved March 7, 1935, and all acts amendatory thereof and supplemental thereto.

1. The name of this corporation shall be CHAMBER OF COMMERCE OF GOSHEN, INDIANA,

INCORPORATED.

(Name must include the word "Corporation" or "Incorporated" or one of the abbreviations thereof.)

2. The purpose or purposes for which it is formed are as follows:

- (a) The purpose of the organization shall be the advancement of the civic, commercial, industrial, and agricultural interests of the City of Goshen, Indiana, and the surrounding territory; the promotion of the general welfare and prosperity of the city, county, and its surrounding territory, and the stimulation of public sentiment to these ends, and, the providing of such social features as will promote these purposes.
- (b) This Corporation shall have the right to exercise those powers designated under the law of the Indiana Not for profit Corporation Act.



3. The period during which it is to continue as a corporation is perpetual years.
4. The post office address of its principal office is Shoote Bldg., East Lincoln Avenue, Street,  
Goshen (City) Elkhart (County) Indiana (State)
5. The name of its resident agent is Richard D. McHenry,
6. The post office address of its resident agent is Shoote Bldg., East Lincoln Avenue, Street,  
Goshen (City) Elkhart (County) Indiana (State)
7. If the memberships are to be divided into classes the designations of the different classes, and a statement of the relative rights, preferences, limitations and restrictions of each class, together with a statement as to the voting rights of any such class:

Honorary members may be elected by vote of the Board of Directors, for distinction in public affairs. Honorary membership shall include all the privileges of active membership except that of holding office, with exemption from the payment of dues.



<u>Name</u>	<u>Street</u>	<u>City</u>	<u>County</u>	<u>State</u>
Harold Schrock	1108 South Eighth	Goshen	Elkhart	Indiana
Samuel J. Alfano	713 South Fourteenth	Goshen	Elkhart	Indiana
Charles S. Wicks	312 Sunset	Goshen	Elkhart	Indiana
Joseph P. Bradford	1513 Westmoor	Goshen	Elkhart	Indiana
Robert Bartlett	211 East Monroe	Goshen	Elkhart	Indiana
George Ridenoure	1222 Wilson	Goshen	Elkhart	Indiana
Carlyle W. Pickering	814 South Sixth	Goshen	Elkhart	Indiana
Howard B. Miller	1502 South Eighth	Goshen	Elkhart	Indiana
Floyd Culp	210 East Washington	Goshen	Elkhart	Indiana
Harold Goldstein	Elkhart Road	Goshen	Elkhart	Indiana
Rayburn Snyder	707 South Seventh	Goshen	Elkhart	Indiana
Edward W. McColley	R. R. #5	Goshen	Elkhart	Indiana
Paul L. Himes	511 South Sixth	Goshen	Elkhart	Indiana
Donald F. Stiver	501 South Fifth	Goshen	Elkhart	Indiana
Crist Damert	411 South Sixth	Goshen	Elkhart	Indiana
Sidney Plaut	212 South Sixth	Goshen	Elkhart	Indiana
Frank E. Yoder, Jr.	719 South Main	Goshen	Elkhart	Indiana
Daniel L. Chiddister	1114 South Eighth	Goshen	Elkhart	Indiana
Donald Stoutenour	204 South Sixth	Goshen	Elkhart	Indiana



8. The number of directors of this corporation shall be from 15 to 25 (This must be an exact number and cannot be stated in the alternative.)

9. The names and addresses of the first board of directors are as follows:

Name	Street	City	County	State

10. The names and post office addresses of the incorporators are as follows:

Walter K. Kurk	1107 East Douglas	Goshen	Elkhart	Indiana
Name	Street	City	County	State
Anthony G. Deahl	307 South Fifth	Goshen	Elkhart	Indiana
Name	Street	City	County	State
Frank E. Yoder	719 South Main	Goshen	Elkhart	Indiana
Name	Street	City	County	State



11. A statement of the property and an estimate of the value thereof, to be taken over by this corporation at or upon its incorporation:

This Corporation shall, upon its incorporation, take over all of the assets of the Chamber of Commerce of Goshen, Indiana, an unincorporated association, including its office furniture and equipment, cash and bank accounts and accounts receivable, of the approximate value of Four Thousand (\$4,000.00) Dollars.

12. Any other provisions, consistent with the laws of this state, for the regulation and conduct of the affairs of this corporation, and creating, defining, limiting or regulating the powers of this corporation, of the directors or of the members or any class or classes of members:

VOTING:

- (1) Each business organization accepted as a member of this Corporation shall have but one (1) vote as such organization, excepting where said business organization holds multiple memberships it may designate one person for each such membership, and such person shall, upon acceptance, be a member of this Corporation. No votes shall be cast by proxy.
- (2) FIVE (5%) percent of the membership shall constitute a quorum for meetings of members.
- (3) The Board of Directors shall be apportioned into three (3) Classes, one third in each class, with full terms of three (3) years each, but the terms of the first board shall be set up so the terms of one class shall expire each year.
- (4) This Corporation shall hold and exercise all the general powers of not-for-profit corporations as set forth in the statutes of the State of Indiana.



*Walter K. Kurk*  
Walter K. Kurk.

*Anthony G. Deahl*  
Anthony G. Deahl.

*Frank E. Yoder*  
Frank E. Yoder.

A minimum of three of the incorporators designated in Article 10 on page — c — should sign above.

STATE OF INDIANA  
COUNTY OF ELKHART } ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, personally appeared

(SEAL)

*Walter K. Kurk*  
Walter K. Kurk.  
*Anthony G. Deahl*  
Anthony G. Deahl.  
*Frank E. Yoder*  
Frank E. Yoder.  
and severally acknowledged the execution of the foregoing articles of incorporation.

WITNESS my hand and notarial seal this

26th day of January, 1954

*Nadine B. Cripe*  
Notary Public.

My commission expires *Nov. 2, 1956*

(Articles of incorporation must be prepared in triplicate on the form prescribed by the Secretary of State, by the incorporators and signed and acknowledged by at least three of them before a Notary Public, and shall be presented in triplicate to the Secretary of State at his office accompanied by the fees prescribed by law.)





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

June 7, 2021

**To:** Board of Public Works and Safety  
**From:** Brandy L. Henderson  
**Subject:** Downtown Goshen, Inc.'s Community Service Funds Agreement

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.

Downtown Goshen, Inc. was one such community service organization that has applied for these funds. 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 an agreement is now being brought before the Board for consideration and approval.

**Suggested Motion: I move that the City of Goshen approved the agreement with Downtown Goshen, Inc. to support the project or projects outlined in its submitted application.**



## AGREEMENT

### **With Downtown Goshen, Inc.**

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

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

1. Purpose of this Agreement; Grant Funds.

A. The purpose of this Agreement is to enable the City to award a grant, in the amount of Seventy Thousand Dollars (\$70,000), to the Grantee for eligible costs of the services or program described in Grantee's Community Services Grant 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 Grantee's Community Services Grant Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Grantee 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 Grantee.

A. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these Grant funds and that the information set forth in its Community Services Grant Application is true, complete, and accurate. The Grantee 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 Grant Application.

B. By entering into this Agreement, Grantee 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 Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with the description contained in Grantee's Community Services Grant Application. Any modification of the Project from the description given in Grantee's Community Services Grant Application shall require prior written approval of the City.



B. The Grantee shall submit to the City an Interim Grant Report Form on or before June 25, 2021, and a Final Grant Report Form within thirty (30) days of completion of the Project, but no later than December 17, 2021, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties, and shall remain in effect through completion of the Project, or December 31, 2021, whichever is later.

5. Grant Funding.

A. The City shall fund this grant during its term, pursuant to the project budget set forth within Grantee's Community Services Grant Application. The Grantee 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 grant funds to the Grantee 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 grant 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 Grantee 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 Grantee's Community Services Grant 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 Grantee's Community Services Grant Application and that unpaid costs have been properly accrued; and

C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to the City.



8. Audits and Maintenance of Records. Grantee 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 Grantee 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 Grantee to determine whether the provisions of this Agreement require formal modification.

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

C. The Grantee 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 Grantee and any principals of the Grantee certify that:

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

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

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



a. has not violated the terms of 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 Grantee hereby swears or affirms under the penalties of perjury that:

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

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

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

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

The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the 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 Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, 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, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the City is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action



requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

14. Contracting with Relatives.

Pursuant to IC 36-1-21, if Grantee is wholly or partially owned by a relative of an elected official of the City Grantee certifies that Grantee 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 Grantee.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, 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 Grantee 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  
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 Grant 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 grant payments, and suspend the Grantee's participation in the City grant programs 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 Grantee 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 of the grant, 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 Grantee of a Termination Notice, specifying effective date of termination and extent of termination. The Grantee 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 Grantee attests, subject to the penalties for perjury, that the undersigned is the Grantee or a properly authorized representative, agent, member, or officer of the Grantee. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, Grantee 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 OF GOSHEN, INDIANA:

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

\_\_\_\_\_  
Barb Swartly, Member

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

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

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

GRANTEE: DOWNTOWN GOSHEN, INC.

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

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

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

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





**Community Services Grant Application  
Program Year 2021**

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

Applications available: Monday, March 29, 2021.

**Applications due: Monday, April 12, 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; [mavor@goshencity.com](mailto:mavor@goshencity.com)

Call 533-9322 with questions.

**Summary of Community Service Grant 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 funds for program year 2021 will become available sometime after July 1, 2021. If a grant is awarded, program expenses may be incurred starting January 1, 2021, but no claims will be paid until grant agreements are approved by the Board of Public Works and signed.

Organization: Downtown Goshen, Inc.  
Organization Address: 234 S. Main Street Goshen, IN 46526  
Mailing Address: 234 S. Main Street Goshen, IN 46526  
Contact Person: Denise Davis, Board Chair  
Phone Number: 574-533-1171  
Email address: ddavis@yaub.com

Project Title: DGI - First Fridays and Facade Incentive Program

Community Services grant requested: \$ 70,000 (\$20,000 and \$50,000)

Expected number of individuals to benefit from this project: 10,000 (est)



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 Services funds.

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

The Facade Incentive Program promotes the maintenance and rehabilitation of central business district properties by providing matching grants to business and building owners. Qualifying façade locations are buildings which lie between Pike and Madison Streets, the west side of 5th Street and the east side of 3rd Street. The need relates to the upkeep and revitalization of the main street corridor. This program is operated by a committee of four people and coordinated by a paid construction coordinator. Facade Incentive grants area may be applied for by building owners or business operators through an on line application process and are awarded all year long. Qualifying Façade projects preserve or restore architectural features; use materials and colors that match building and district identity; consider the entire building; take cues from neighboring buildings; maintain continuity and character of district (ie: storefront, retail, etc); improve or maintain interest and appeal at street level; expand or maintain visual access to building interiors. The funding requested is needed as early in the calendar year as possible to pay the grant recipients.

First Fridays municipal festivals are typically held each First Friday as a themed event and provide multiple opportunities for engagement by the public. The downtown festivals have provided: direct financial gains for business owners; an incentive tool for business recruitment, increased foot traffic inside stores, a high impact marketing tool for business owners, City, Chamber of Commerce and the Elkhart County Convention and visitors Bureau; an additional 50,000 visitors per year to downtown Goshen. DGI contracts with Eyedart Creative Studio to develop and manage the First Friday community events as well as manage our Membership and Business Promotion programs. Please see the response to Question 4 for more detail on the 2021 "First Fridays" plan relative to COVID and community safety. These events are staffed by Eyedart and volunteers. Eyedart fundraises for these programs. The funds are sent to DGI and after a 4% administrative fee are transferred to Eyedart. Eyedart provides a quarterly and yearly report to the DGI Board describing their expenses for these programs. A member of the DGI board attends the First Friday event planning committee and gives a monthly report to the board. These events occur every month so funding requested is needed as early in the calendar year as possible to pay the costs of the events.

The detailed 2020 report and 2021 Action Plan can be provided upon request.

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 Services Funds	Other Funds
See attached Budget			
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.

Typically the Facade Incentive Program is funded mainly by the City of Goshen grant, although other grant opportunities are sought. The grant funds are used to fund the grants approved. In 2020 DGI also received a grant from the Office of Community and Rural Affairs, State of Indiana to fund outdoor seating and a grant from 1st Source Foundation for \$12,000. DGI pays the coordinator (non-voting member of Facade Committee) 13% of the total grant. The rest of the facade committee members are volunteers.

First Fridays is funded by the City of Goshen grant, other grants, memberships, event sponsors, participation fees and corporate sponsors. In 2021 DGI has included in its budget a \$12,000 grant from the Community Foundation of Elkhart County and \$9,000 grant from the Elkhart County Convention and Visitors Bureau and \$15,000 Goshen Health System corporate sponsor. Prior to COVID restrictions the memberships, event sponsors, participation fees and corporate sponsors were larger.

In 2020 DGI had 42 volunteers (First Friday volunteers (24), DGI Board Members (14), and Façade Committee Members (4)) with total volunteer hours (Facade and First Fridays) of 332 hours or in kind \$3320 of volunteer labor. Based on COVID restrictions 2021 is expected to be similar to 2020.

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

See the attached additional sheet.

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

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

First Fridays municipal festivals 2021 goals are to continue to increase foot traffic inside stores, be a marketing tool for business owners, bring additional visitors per year to downtown Goshen and promote Goshen as well as continuing a network of support to business owners to navigate completely new circumstances. Success is continually monitored by the Board and the members through satisfaction and community surveys and increased social media presence. 2021 goals also include focusing on promoting downtown topics/members, monthly support meetings with downtown business owners to share information on relevant topics and invite businesses to share information to identify ways to support each other as a strongly networked community, local and state advocacy, supporting local not for profits by donating a percentage of sales.



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

Facade Program covers buildings which lie between Pike and Madison Streets, the west side of 5th Street and the east side of 3rd Street. Many of these grants provide funds for businesses who would not otherwise have the funds to spend. 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 2021 the goal is to make the events inclusive of all groups, even if the events are virtual or spread out.

**Organizational Characteristics**

IRS nonprofit status 501(c)(3)

Years in operation 29

Number of full-time paid staff 0

Number of part-time paid staff 0

Number of volunteer staff 42

Number of Board members 14

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 56 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)

[Signature]  
Printed Name: Denise L. Davis

Date: 4-9-2021



## Grant Application Downtown Goshen, Inc.

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.

2020 was an unusual year and 2021 will continue to be challenging. Community events were cancelled in April 2020 because of COVID restrictions. DGI through Eyedart pivoted and planned on-line events to promote our downtown businesses. 2021 will also be an unusual year where DGI/Eyedart are planning to consider health and safety needs and start with different events and hopefully move toward more in person events through resuming regular monthly events. The Downtown Goshen 2021 Action Plan includes producing 24 videos featuring downtown topics and members, Fire and Ice event, Spring Into Action Campaign, Love Goshen Art & Music (June – September) with Saturday events to manage and spread out crowds, Façade scavenger hunts, Trick or Treat Main



Street partnership, Love Goshen Holiday Campaign (with tree lighting) monthly business meetings via zoom, social media promotions. With possible other events as safety protocols allow.

Additional items accomplished are

- Social Media: 4-5 social media posts per week highlighting downtown business promotions, small business owner features and events
- Email Marketing: In partnership with the Good of Goshen, distribution of a weekly "Goshen Events" email to 4,300+ addresses and a monthly email to 4,300+ addresses promoting each downtown event, business members, and sponsors
- Regional Event Calendars: Posting downtown events and promotions on 25 regional calendars
- Press Releases: Sending a monthly press release to regional media
- Media Purchasing: Strategically placing and monitoring ads on social media to boost visibility, engagement, and traffic to the DGI website.

#### 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 grants 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 2 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>



**APPROVED AND FILED**  
HOLLI SULLIVAN  
INDIANA SECRETARY OF STATE  
04/06/2021 11:58 AM

**BUSINESS ENTITY REPORT**

**NAME AND PRINCIPAL OFFICE ADDRESS**

**BUSINESS ID** 1992040786  
**BUSINESS TYPE** Domestic Nonprofit Corporation  
**BUSINESS NAME** DOWNTOWN GOSHEN, INC.  
**ENTITY CREATION DATE** 04/15/1992  
**JURISDICTION OF FORMATION** Indiana  
**PRINCIPAL OFFICE ADDRESS** 234 South Main Street, Suite 4, GOSHEN, IN, 46526 - 3711, USA

**YEARS FILED**

**YEARS** 2021/2022

**EFFECTIVE DATE**

**EFFECTIVE DATE** 04/06/2021  
**EFFECTIVE TIME** 11:59 AM

**REGISTERED OFFICE AND ADDRESS**

**REGISTERED AGENT TYPE** Business Commercial Registered Agent  
**NAME** NORTHERN INDIANA BUSINESS SERVICES, LLC  
**ADDRESS** 130 NORTH MAIN STREET, GOSHEN, IN, 46526, USA



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**INDIANA SECRETARY OF STATE**  
**04/06/2021 11:58 AM**

**PRINCIPAL(S)**

**TITLE** Treasurer  
**NAME** Amy Phelps  
**ADDRESS** 234 South Main Street, Suite 4, Goshen, IN, 46526, USA

**TITLE** Director  
**NAME** Casey Yerger  
**ADDRESS** 234 South Main Street, Suite 4, Goshen, IN, 46526, USA

**TITLE** Director  
**NAME** Tara Sparks  
**ADDRESS** 234 South Main Street, Suite 4, Goshen, IN, 46526, USA

**TITLE** Director  
**NAME** Amy Phelps  
**ADDRESS** 234 South Main Street, Suite 4, Goshen, IN, 46526, USA

**TITLE** Director  
**NAME** Denise Davis  
**ADDRESS** 234 South Main Street, Suite 4, Goshen, IN, 46526, USA

**TITLE** Director  
**NAME** Jeremy Stutsman  
**ADDRESS** 234 South Main Street, Suite 4, Goshen, IN, 46526, USA

**TITLE** Director  
**NAME** Julia Gautsche  
**ADDRESS** 234 South Main Street, Suite 4, Goshen, IN, 46526, USA

**TITLE** Director  
**NAME** Nick Kieffer  
**ADDRESS** 234 South Main Street, Suite 4, Goshen, IN, 46526, USA

**TITLE** Secretary  
**NAME** Tara Sparks  
**ADDRESS** 234 South Main Street, Suite 4, Goshen, IN, 46526, USA



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**04/06/2021 11:58 AM**

**TITLE** President  
**NAME** Denise C. Davis  
**ADDRESS** 234 South Main Street, Suite 4, Goshen, IN, 46526, USA

**TITLE** Vice President  
**NAME** Maggie Okponobi  
**ADDRESS** 234 South Main Street, Suite 4, Goshen, IN, 46526, USA

**TITLE** Director  
**NAME** Maggie Okponobi  
**ADDRESS** 234 South Main Street, Suite 4, Goshen, IN, 46526, USA

**TITLE** Director  
**NAME** Jon Hunsberger  
**ADDRESS** 234 South Main Street, Suite 4, Goshen, IN, 46526, USA

**TITLE** Director  
**NAME** Anne Thiel  
**ADDRESS** 234 South Main Street, Suite 4, Goshen, IN, 46526, USA

**TITLE** Director  
**NAME** Myron Bontrager  
**ADDRESS** 234 South Main Street, Suite 4, Goshen, IN, 46526, USA

**TITLE** Director  
**NAME** Jesse Sensenig  
**ADDRESS** 234 South Main Street, Suite 4, Goshen, IN, 46526, USA

**TITLE** Director  
**NAME** Justin Bell  
**ADDRESS** 234 South Main Street, Suite 4, Goshen, IN, 46526, USA

**TITLE** Director  
**NAME** Julia King  
**ADDRESS** 234 South Main Street, Suite 4, Goshen, IN, 46526, USA



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**INDIANA SECRETARY OF STATE**  
**04/06/2021 11:58 AM**

**SIGNATURE**

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **April 6, 2021**.

**SIGNATURE** Denise C. Davis  
**TITLE** President

Business ID : 1992040786  
Filing No. : 8970218





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

June 7, 2021

**To:** Board of Public Works and Safety  
**From:** Brandy L. Henderson  
**Subject:** South Bend Elkhart Regional Partnership and Affiliate's Community Service Funds Agreement

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.

South Bend Elkhart Regional Partnership and Affiliate was one such community service organization that has applied for these funds. South Bend Elkhart Regional Partnership and Affiliate has requested \$2,750 to help with regional economic development strategies. South Bend Elkhart Regional Partnership and Affiliate has provided all the required information and an agreement is now being brought before the Board for consideration and approval.

**Suggested Motion:** I move that the City of Goshen approved the agreement with South Bend Elkhart Regional Partnership and Affiliate to support the project or projects outlined in its submitted application.



## AGREEMENT

**With Michiana Partnership, Inc  
D/B/A South Bend Elkhart Regional Partnership and Affiliate**

### **To Support Regional Economic Development Strategies**

This Agreement ("Agreement"), entered into by and between the City of Goshen, Indiana ("the City") and (D/B/A) South Bend Elkhart Regional Partnership and Affiliate (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Grant Funds.

A. The purpose of this Agreement is to enable the City to award a grant, in the amount of Two Thousand Seven Hundred Fifty Dollars (\$2,750.00), to the Grantee for eligible costs of the services or program described in Grantee's Community Services Grant 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 Grantee's Community Services Grant Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Grantee 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 Grantee.

A. The Grantee expressly represents and warrants to the City that it is statutorily eligible to receive these Grant funds and that the information set forth in its Community Services Grant Application is true, complete, and accurate. The Grantee 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 Grant Application.

B. By entering into this Agreement, Grantee 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 Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with the description contained in Grantee's Community Services Grant Application. Any



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

B. The Grantee shall submit to the City an Interim Grant Report Form on or before June 25, 2021, and a Final Grant Report Form within thirty (30) days of completion of the Project, but no later than December 17, 2021, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties, and shall remain in effect through completion of the Project, or December 31, 2021, whichever is later.

5. Grant Funding.

A. The City shall fund this grant during its term, pursuant to the project budget set forth within Grantee's Community Services Grant Application. The Grantee 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 grant funds to the Grantee 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 grant 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 Grantee 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 Grantee's Community Services Grant 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 Grantee's Community Services Grant Application and that unpaid costs have been properly accrued; and

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



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

8. Audits and Maintenance of Records. Grantee 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 Grantee 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 Grantee to determine whether the provisions of this Agreement require formal modification.

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

C. The Grantee 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 Grantee and any principals of the Grantee certify that:

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

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

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



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

a. has not violated the terms of 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 Grantee hereby swears or affirms under the penalties of perjury that:

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

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

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

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

The City may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the 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 Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, 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, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.



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

14. Contracting with Relatives.

Pursuant to IC 36-1-21, if Grantee is wholly or partially owned by a relative of an elected official of the City Grantee certifies that Grantee 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 Grantee.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, 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 Grantee shall be sent to (Include contact name and title, mailing and e-mail address):

South Bend Elkhart Regional Partnership  
Attn: Regina Emberton  
635 S. Lafayette Blvd, Ste 123  
South Bend, IN 46601  
remberton@southbendelkhart.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 Grant 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 grant payments, and suspend the Grantee's participation in the City grant programs 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 Grantee 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 of the grant, 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 Grantee of a Termination Notice, specifying effective date of termination and extent of termination. The Grantee 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 Grantee attests, subject to the penalties for perjury, that the undersigned is the Grantee or a properly authorized representative, agent, member, or officer of the Grantee. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, Grantee 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 OF GOSHEN, INDIANA:

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

\_\_\_\_\_  
Barb Swartly, Member

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

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

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

GRANTEE: MICHIANA PARTNERSHIP, INC DBA SOUTH BEND ELKHART REGIONAL PARTNERSHIP

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

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

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

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





**Community Services Grant Application  
Program Year 2021**

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

Applications available: Monday, March 29, 2021.

**Applications due: Monday, April 12, 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 Grant 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 funds for program year 2021 will become available sometime after July 1, 2021. If a grant is awarded, program expenses may be incurred starting January 1, 2021, but no claims will be paid until grant agreements are approved by the Board of Public Works and signed.

Organization: South Bend - Elkhart Regional Partnership  
Organization Address: 635 S. Lafayette Blvd., Ste. 123, South Bend, IN 46601  
Mailing Address: 635 S. Lafayette Blvd., Ste. 123, South Bend, IN 46601  
Contact Person: Regina Emberton  
Phone Number: (574) 344-4686 ext. 4802  
Email address: remberton@southbendelkhart.org

Project Title: Regional Economic Development Strategies

Community Services grant requested: \$ 2,750.00

Expected number of individuals to benefit from this project: 524,452



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 Services funds.

We believe the three biggest challenges our region faces still relate to the underlying root causes of previous economic declines:

1. First is Population Stagnation. Our rate of population growth continues to lag the state and nation. This is further exacerbated by the levels of out-migration, most often of the region's most talented individuals.
2. The second challenge relates to Educational Attainment. The region's Educational attainment levels are also lower than the state and nation, which limits the talent available to drive existing industry, as well as expansion into emerging areas of opportunity.
3. The third challenge is a Lack of economic diversification. Our region remains highly reliant upon key industry clusters that are extremely vulnerable to business cycles.

This grant supports execution of the collaborative Regional Economic Development Plan focused on five crucial strategies:

- Educating a world-class WORKFORCE. Raise the post-secondary attainment levels among the region's residents from 30 to 50 percent.
- Recruiting and retaining great TALENT. Stop the net out-migration of population and transform to a neutral or positive in-migration.
- Attracting and growing new economy companies in complement to our remarkably strong manufacturing INDUSTRIES. Grow jobs in higher pay traded industry clusters by 20 percent.
- Helping ENTREPRENEURS thrive. Establish 200 high-potential startups.
- Promoting INCLUSION and sparking opportunities for minorities. Improve to the top 20 percent of metro areas for minority income equality.

With so many exciting goals and opportunities to look forward to in 2021, we also want to acknowledge that this work is made possible through your engagement with our region's vibrant ecosystem.

The pandemic has highlighted the truly essential nature of implementing long-term economic development strategies to increase regional resilience during turbulent times.

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

Item Description <small>Regional Economic Development Strategy</small>	Total Amount	Community Services Funds	Other Funds
a.	\$1,808,718	\$2,750	\$1,805,968
b.			
c.			
d.			
e.			
f.			
<b>TOTALS</b>	<b>\$1,808,718</b>	<b>\$2,750</b>	<b>\$1,805,968</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.

1. Private Sector: \$480,000 (1st Source, Beacon, Garatoni Foundation, Hoosier Racing Tire, Leighton Foundation, Lake City Bank, Kam Krest)  
2. Public Sector: \$48,000 (St. Joseph, Elkhart, Marshall counties + the cities of Elkhart, Nappanee, Plymouth, Mishawaka and South Bend)  
3. Higher Education Partners \$188,500 (Goshen College, IUSB, Purdue Polytechnic, Saint Mary's, Bethel, Holy Cross, Ivy Tech, Ancilla College, Notre Dame)  
4. Community Foundations: \$212,500 (Elkhart County, St. Joseph County)  
5. Local Economic Development Organizations: \$65,000 (Elkhart EDC, Marshall EDC, South Bend Regional Chamber, Niles Regional Chamber)  
6. Utilities & Transportation: \$32,000 (AEP, NIPSCO)  
7. In-kind volunteer time for the board and five advisory committees (90 volunteers at 20 hours per year at \$10 per hour = \$18,000)  
8. Contract for Services Income: 179,235 (Regional Development Authority, LIFT Network)  
9. Grant Income: \$183,675 (Dell Foundation & other)  
10. Sponsorships: \$94,609 (Airport for ED Position, Wages & Benefits Report)

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 project aligns with the City of Goshen's ten-year Comprehensive Plan & Community Vision, particularly related to economic development. Our Industry Growth initiatives work to DIVERSIFY THE LOCAL ECONOMY by creating a supportive environment for entrepreneurship which will increase new businesses and resiliency. Our work with the LIFT Network is focused on providing innovation facilities, expertise, and training for our region's legacy manufacturers. The SBE Region has a strong advanced mfg. sector on which to build, but the region's firms, are under tremendous competitive pressure. Maintaining and expanding the economic performance of advanced manufacturing in the SBE region will depend on these firms' ability to innovate and move new processes and products into the market rapidly. The LIFT Network's development of apprenticeship and internship programs are TRAINING THE SKILLED WORKFORCE needed to support these industries as they adopt new technologies. Execution of the WE +YOU brand and work to improve quality of life aid in the RECRUITMENT OF TALENT. Our entrepreneurship programming such as the Elevate Origins seed and pre-seed accelerator and the HustleSBE bootcamp SUPPORT THE DEVELOPMENT OF SMALL LOCALLY-OWNED BUSINESSES.

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

- Increase in Per Capita Personal Income from 83.9% to 100% of the national average by 2025.
- Raise the post-secondary attainment levels among the region's residents from 30 to 50 percent by 2025.
- Stop the net out-migration of population and transform to a neutral or positive in-migration by 2025.
- Grow jobs in higher pay traded industry clusters by 20 percent by 2025.
- Establish 200 high-potential startups by 2025.
- Improve to the top 20 percent of metro areas for minority income equality by 2025.



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

Our strategies are intended to broadly support growth across the regional economy. Some of our initiatives specifically benefit:

- Entrepreneurs at all stages from idea through launch and growth (students and adults)
- Minority and Female business owners looking to grow
- Adult workers seeking retraining through apprenticeships or other up-skilling grant opportunities
- College students seeking internships in advanced industries
- Businesses in the Traded Industry Clusters
- All residents seeking connectivity via transportation infrastructure through the highway systems and airport.
- Businesses seeking skilled talent to employ
- Businesses seeking resources to implement diversity and inclusion programs
- Businesses seeking information on Wages & Benefits in the region
- Developers of Quality of Life projects
- Minority and Female employees

### Organizational Characteristics

IRS nonprofit status 501c6 (we also have a 501c3 Foundation)

Years in operation 9

Number of full-time paid staff 9

Number of part-time paid staff 0

Number of volunteer staff 0

Number of Board members 23

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

The South Bend - Elkhart Regional Partnership is a collaboration of the economic development partners from 47 smart connected communities in Northern Indiana and Southwest Michigan. The Regional Partnership focuses on a long-term systemic approach to advance the region's economy by aligning the efforts of various stakeholders around five key areas: Educating a world-class WORKFORCE, Recruiting and retaining great TALENT, Attracting and growing new economy companies in complement to our remarkably strong manufacturing INDUSTRIES, Promoting INCLUSION and sparking opportunities for minorities, and Helping ENTREPRENEURS thrive. The Regional Partnership seeks to unify and collaborate so that together, the communities across the region work together to achieve what cannot be done individually.



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)

Regina Emberton

Printed Name:

Date: 4/12/21



Chairperson, Board of Directors (Signature)

Pete McCown

Printed Name:

Date: 4/12/21



# ARANOWSKI & COMPANY

*CPAs and Business Advisors*

212 EAST LaSALLE AVENUE, SUITE 220  
SOUTH BEND, INDIANA 46617  
(574) 289-4821 FAX (574) 289-6007

April 10, 2021  
Board of Directors  
South Bend Elkhart Regional Partnership, Inc., and Affiliate

We have audited the financial statements of South Bend Elkhart Regional Partnership, Inc., and Affiliate for the year ended December 31, 2020, and have issued our report thereon dated, April 10, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 5, 2021. Professional standards also require that we communicate to you the following information related to our audit.

## **Significant Audit Findings**

### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by South Bend Elkhart Regional Partnership, Inc., and Affiliate are described in Note 1 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during 2020. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

## **Accounting Estimates**

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate(s) affecting the consolidated financial statements was the allowance for uncollectible receivables.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The financial statement disclosures are neutral, consistent, and clear.

## **Significant Audit Adjustments**

For the purpose of this letter, professional standards define a significant audit adjustment as a proposed correction of the consolidated financial statements that, in our judgment, may not have been detected except through our auditing procedures. There were no significant audit adjustments for the year end December 31, 2020.

## **Difficulties Encountered in Performing the Audit**

We encountered no significant difficulties in dealing with management in performing and completing our audit.



### **Corrected and Uncorrected Misstatements**

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

### **Disagreements with Management**

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

### **Management Representations**

We have requested certain representations from management that are included in the management representation letter dated, April 10, 2021.

### **Management Consultations with Other Independent Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

### **Other Audit Findings or Issues**

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

### **Other Matters**

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of board of directors and, if appropriate, management of the South Bend Elkhart Regional Partnership, Inc., and Affiliate and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

  
Aranowski & Company



# ARANOWSKI & COMPANY

*CPAs and Business Advisors*

212 EAST LaSALLE AVENUE, SUITE 220  
SOUTH BEND, INDIANA 46617  
(574) 289-4821 FAX (574) 289-6007

## Board of Directors

South Bend Elkhart Regional Partnership, Inc., and Affiliate  
South Bend, Indiana

In planning and performing our audit of the financial statements of South Bend Elkhart Regional Partnership Inc., and Affiliate as of and for the year ended December 31, 2020, in accordance with auditing standards generally accepted in the United States of America, we considered the South Bend Elkhart Regional Partnership, Inc., and Affiliate internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses and other deficiencies that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected, on a timely basis. There were no deficiencies noted that would result in a material weakness.

This communication is intended solely for the information and use of the board of director, and others within the Organization, and is not intended to be, and should not be, used by anyone other than these specified parties.

  
Aranowski & Company

South Bend, Indiana

April 10, 2021



**Michiana Partnership, Inc.  
D/B/A South Bend Elkhart Regional Partnership and Affiliate**

**South Bend, Indiana**

**Annual Report**

**December 31, 2020**

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# ARANOWSKI & COMPANY

*CPAs and Business Advisors*

212 EAST LaSALLE AVENUE, SUITE 220  
SOUTH BEND, INDIANA 46617  
(574) 289-4821 FAX (574) 289-6007

## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
D/B/A South Bend Elkhart Regional Partnership and Affiliate  
South Bend, Indiana

We have audited the accompanying statements of D/B/A South Bend Elkhart Regional Partnership and Affiliate (a nonprofit organization) which comprise the statement of financial position as of December 31, 2020, the related statement of activities and changes in net assets, functional income and expenses, and cash flows for the year then ended, and the related notes to the financial statements.

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

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

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of D/B/A South Bend Elkhart Regional Partnership and Affiliate as of December 31, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.



## Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The additional information included on pages 11 through 19 is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

  
ARANOWSKI & COMPANY

SOUTH BEND, IN  
April 10, 2021



**MICHIANA PARTNERSHIP, INC.**  
**D/B/A South Bend Elkhart Regional Partnership and Affiliate**

**Consolidated Statement of Financial Position**

**December 31, 2020**

	<u>2020</u>
<b>Assets</b>	
Cash	\$ 600,908
Accounts receivable	107,218
Grant receivable	64,618
Pledges receivable - current, net	936,247
Prepaid expenses	5,067
Property and equipment, net	<u>189,667</u>
Other Assets	
Pledges receivable - long term, net	<u>236,293</u>
<b>Total Assets</b>	<b>\$ <u>2,140,018</u></b>
<b>Liabilities and Net Assets</b>	
<b>Liabilities</b>	
Accounts payable and other	\$ 116,719
Deferred revenue	<u>66,838</u>
<b>Total Liabilities</b>	<u>183,557</u>
<b>Net Assets</b>	
Without Donor Restrictions	
Undesignated	<u>1,956,461</u>
<b>Total Liabilities and Net Assets</b>	<b>\$ <u>2,140,018</u></b>

(See accompanying notes and auditors' report.)



**MICHIANA PARTNERSHIP, INC.**  
**D/B/A South Bend Elkhart Regional Partnership and Affiliate**  
**Consolidated Statement of Activities and Changes in Net Assets**  
**For the Year Ended December 31, 2020**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<b>Support and Revenue</b>			
Contracts for services	\$ 166,375		\$ 166,375
Contributions	275,933		275,933
Grants	233,905		233,905
Other income	<u>95,439</u>		<u>95,439</u>
 Total Revenue	 <u>771,652</u>		 <u>771,652</u>
<b>Expenses</b>			
Program services	602,031		602,031
Management and general	261,480		261,480
Fundraising	402,693		402,693
	<u>1,266,204</u>		<u>1,266,204</u>
 Change in Net Assets	 (494,552)		 (494,552)
 Net Assets - Beginning of Year	 <u>2,451,013</u>		 <u>2,451,013</u>
 Net Assets - End of Year	 <u>\$ 1,956,461</u>	 <u>\$</u>	 <u>\$ 1,956,461</u>

(See accompanying notes and auditors' report.)



**Michiana Partnership, Inc.**  
**D/B/A South Bend Elkhart Regional Partnership and Affiliate**  
**Consolidated Statement of Cash Flows**  
**For the Year Ended December 31, 2020**

	<u>2020</u>
<b>Reconciliation of Change in Net Assets to Net Cash From Operating Activities</b>	
Change in Net Assets	\$ <u>(494,552)</u>
Adjustments to Reconcile Change in Net Assets to Net Cash From Operating Activities:	
Depreciation and amortization	19,361
Losses on sale of assets	6
Adjustments for changes in operating assets and liabilities	
Accounts receivable, net	(99,061)
Contribution receivable	42,995
Grant receivable	(22,150)
Pledges receivable	772,758
Prepaid expenses	(1,980)
Accounts payable	64,384
Deferred revenue	<u>66,838</u>
 Net Cash Flows From Operating Activities	 <u>348,599</u>
 <b>Cash Flows from Investing Activities:</b>	
Purchase of property and equipment	<u>(184,187)</u>
Net Cash Used for Investing Activities	(184,187)
 <b>CHANGE IN CASH</b>	 164,412
 <b>CASH AT BEGINNING OF YEAR</b>	 <u>436,496</u>
 <b>CASH AT END OF YEAR</b>	 <u>\$ 600,908</u>

(See accompanying notes and auditors' report.)



**Michiana Partnership, Inc.**  
**D/B/A South Bend Elkhart Regional Partnership and Affiliate**

**Consolidated Statement of Functional Expenses**

**For the Year Ended December 31, 2020**

	<u>Program Services</u>	<u>Management and General</u>	<u>Fund Raising</u>	<u>Total</u>
Salaries, taxes, and benefits	\$ 451,631	\$ 188,585	\$ 13,006	\$ 653,222
Regional economic development strategies	2,485		383,330	385,815
Relational based marketing	23,586		2,912	26,498
Targeted industry marketing			50	50
Special projects and marketing partnerships	1,478			1,478
Office expense	19,556	9,912	280	29,748
Legal and professional fees		31,500		31,500
Professional development	9,472	908	17	10,397
Rent	46,493	13,113		59,606
Insurance		7,121		7,121
Branding and general marketing	6,731	4,224		10,955
Data and research	6,697			6,697
Partnerships and stakeholders	557	1,672		2,229
Meals and entertainment		556		556
Dues and subscriptions	4,565	230		4,795
Miscellaneous	12,517	3,659		16,176
Depreciation	<u>16,263</u>		<u>3,098</u>	<u>19,361</u>
 Total Expenses	 <u>\$ 602,031</u>	 <u>\$ 261,480</u>	 <u>\$ 402,693</u>	 <u>\$ 1,266,204</u>

(See auditors' report.)



**Michiana Partnership, Inc.**  
**D/B/A South Bend Elkhart Regional Partnership and Affiliate**

**Notes to Financial Statements**

**December 31, 2020**

**NOTE 1 - PRINCIPAL ACTIVITY AND SIGNIFICANT ACCOUNTING POLICIES**

Organization

Michiana Partnership, Inc. d/b/a South Bend Elkhart Regional Partnership, Inc. (the "Partnership") is a tax exempt nonprofit Indiana corporation organized to recognize, employ and build relationships between higher education and the region's communities; improve physical and social connectivity within the region and beyond; and invest in program and facilities within the region.

South Bend Elkhart Regional Partnership Foundation, Inc. (the "Affiliate") is a Type 1 supporting organization that exists to support the activities of the Partnership. The Affiliate is under direct control of the Partnership.

The consolidated financial statements include the accounts of the Partnership and the Affiliate (the "Organization"). All significant intercompany accounts and transactions have been eliminated in consolidation.

Basis of Accounting

The Organization's operations are accounted for on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Cash and Cash Equivalents

We consider all cash and highly liquid financial instruments with original maturities of three months or less, which are neither held for nor restricted by donors for long-term purposes, to be cash and cash equivalents. Cash is held at a local bank and is insured up to the respective limits by the FDIC.

Accounts Receivable

In the opinion of management, all accounts receivable are collectible; therefore, no allowance for doubtful accounts has been established.

Property, Equipment, and Depreciation

We record property and equipment additions over \$2,500 at cost, or if donated, at fair value on the date of donation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3-40 years. When assets are sold or otherwise disposed of, the cost and related depreciation are removed from the accounts, and any resulting gain or loss is included in the statements of activities. Costs of repairs and maintenance that do not improve or extend the useful lives of the respective assets are expensed when incurred.

(See auditors' report.)



# MICHIANA PARTNERSHIP, INC.

## Notes to Financial Statements

December 31, 2020

### Revenue Recognition

Revenue is recognized when earned. Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received.

In 2019 the organization adopted ASC 606, Revenue from Contracts, which amended the existing accounting standards for revenue recognition. Prior period amounts continue to be reported in accordance with GAAP. The new revenue standard does not have a material impact on the amount and timing of the revenue recognized in the organizations financial statements.

### Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

*Net Assets Without Donor Restrictions* – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The governing board has designated, from net assets without donor restrictions, net assets for an operating reserve and board-designated endowment.

*Net Assets With Donor Restrictions* – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity.

### Grants Receivable

Grants receivable relate primarily to activities funded from a local university for services performed. Grants receivable represent cost reimbursements requested for expenses already incurred. The Organization believes it is operating in compliance with the grant agreement and as such no allowance for doubtful accounts is deemed necessary.

### Pledges Receivable

The Organization uses the allowance method to determine uncollectible, unconditional pledges receivable. The allowance is based on management's analysis of specific promises made. The Organization has determined that no allowance for uncollectible pledges is required at December 31, 2020. Unconditional pledges that are expected to be collected within one year are recorded at net realizable value. Unconditional pledges that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. The discounts on those amounts are computed using risk-free interest rates applicable to the years in which the pledges are received. Amortization of the discount is included in contribution reserve.

### Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates, and those differences could be material.

(See auditors' report.)



# MICHIANA PARTNERSHIP, INC.

## Notes to Financial Statements

December 31, 2020

### Income Taxes

The Partnership is a nonprofit organization that is exempt from income taxes as a charitable organization under Section 501(c)(6) of the Internal Revenue Code. The Internal Revenue Service has determined that the Organization is not a private foundation within the meaning of Section 509(a).

The Affiliate is a nonprofit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined that the Affiliate is not a private foundation within the meaning of Section 509(a).

The entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. Management has evaluated the Organization's tax positions and concluded that the Organization has taken no uncertain tax positions that require adjustment to the financial statements to comply with the provisions of ASC 740-10.

Penalties and interest assessed by income taxing authorities are included in operating expenses, if incurred. With few exceptions, The Organization is no longer subject to federal and state income tax examination for tax years before 2017.

### Financial Instruments and Credit Risk

Financial instruments with potential credit risk consists principally of cash and cash equivalents and accounts receivable. Concentration of credit risk with respect to cash and cash equivalents generally relates to deposits held at a financial institutions which may exceed the amount of insurance provided on the deposits and the potential inability to access liquidity in the financial institutions where the cash and cash equivalents are concentrated. The risk is managed as the cash and cash equivalents may be redeemed upon demand and are maintained in a financial institution with reputable credit and, therefore, bear minimal credit risk. Due to the nature of the Organization's business, pledges receivable can be concentrated among a few donors from time to time. Donors accounting for more than 10% of pledges receivable were as follows for the year ended December 31, 2020:

	<u>% of Pledges Receivable</u>	<u>Pledges Receivable</u>
Donor A	21%	250,000
Donor B	13%	150,000
Donor C	26%	300,000

The Financial Instruments Topic, FASB ASC 825, identifies this as a concentration of credit risk requiring disclosure, regardless of the degree of risk. The Organization's concentration of credit risk with respect to pledges receivable is generally limited due to the diversity of donors in term of geographic areas, repetitive well established donors, and management's continual monitoring of credit risk associated with specific donors.

(See auditors' report.)



MICHIANA PARTNERSHIP, INC.

Notes to Financial Statements

December 31, 2020

Contract Services

The Partnership generates contract revenue for providing entrepreneurial services to a political subdivision of the state of Indiana and another nonprofit agency. The Partnership is reimbursed for personnel costs and other direct expenses incurred in fulfilling the contracts. Revenue and receivables from these services are at the point in time when the expenses are incurred and submitted for reimbursement. The contracts with the nonprofit agency and political subdivision are effective through November 2021 and March 31, 2022, respectively. Amounts due to the Partnership related to these contracts are \$23,543 at December 31, 2020.

Contributed Services

In order to recognize donated services as contributions in financial statements, the services must require special skills, be provided by individuals who possess those skills, and typically need to be purchased if not contributed. The Organization has a number of unpaid volunteers that have made significant contributions of their time to the Organization. The value of the contributed time is not reflected in the accompanying financial statements since the volunteers' time does not meet the requirements for recognition.

Functional Allocation of Expenses

The costs of providing the program and other activities have been summarized on a functional basis in the Consolidated Statements of Activities. Accordingly, certain costs have been allocated between program and supporting services benefited.

Expenses that are allocated include the following:

<u>Expense</u>	<u>Method of Allocation</u>
Salaries, taxes, and benefits, equipment, office expense, software, branding and general marketing, partnership and stakeholders, public relations.	Time and effort
Dues and subscriptions, professional development	Direct identification
Rent	Square footage

Subsequent Events

We have evaluated subsequent events through April 10, 2021, the date on which the financial statements were available to be issued.

**NOTE 2 - CONTRACT REVENUE**

The following table shows the Partnership's revenues from contracts with customers disaggregated according to the timing of transfer of control of goods or services at December 31:

	<u>2020</u>
Revenues recognized at a point in time	
Contracts for services	<u>\$ 166,375</u>

(See auditors' report.)



MICHIANA PARTNERSHIP, INC.

Notes to Financial Statements

December 31, 2020

**NOTE 3 - LIQUIDITY AND AVAILABILITY**

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

Cash and cash equivalents	\$ 600,908
Accounts receivable	107,218
Grant receivable	64,618
Pledge receivable, net	<u>1,172,540</u>
Total financial assets	<u>1,945,284</u>
Less amounts not available to be used within one year:	
Pledges receivable - long term	<u>(236,293)</u>
Total financial assets available to meet general expenditures within 1 year	\$ <u>1,708,991</u>

**NOTE 4- PROPERTY AND EQUIPMENT**

Property and equipment consist of the following at December 31, 2020:

	<b>South Bend Elkhart Regional Partnership, Inc.</b>
	<u>2020</u>
Website Development	\$ 178,831
Office Equipment, Furniture, and Fixtures	<u>103,079</u>
Total cost	281,910
Less accumulated depreciation	<u>(92,243)</u>
Property and equipment - Net	\$ <u>189,667</u>

Depreciation expense was \$19,361 for the year ended December 31, 2020.

**NOTE 5 - PLEDGES RECEIVABLE**

The Organization has unconditional promises to give for its campaign to support the regional opportunities the Organization is currently working on.

The Organization has unpaid pledge commitments extending through 2022 related to the campaign. The pledges are unconditional promises to give and have been discounted to the present value. Pledges receivable are unsecured and due from various donors.

(See auditors' report.)



# MICHIANA PARTNERSHIP, INC.

## Notes to Financial Statements

December 31, 2020

### NOTE 5 - PLEDGES RECEIVABLE - CONTINUED

Pledges receivable are due to be collected as follows for the years ending December 31:

2021	\$ 939,000
2022	<u>237,500</u>
Total pledges due before discount	1,176,500
Less present value discounted at .17%	<u>(3,960)</u>
Pledges receivable, net	<u>\$ 1,172,540</u>

The pledges receivable are shown on the Consolidated Statements of Financial Position net of allowance and present value discount, and are due as follows:

Current	\$ 936,247
Non-current	<u>236,293</u>
Total	<u>\$ 1,172,540</u>

### NOTE 6 - LEASE COMMITMENTS

In December 2018, the Organization entered into a three year lease for its office space in South Bend, Indiana requiring monthly payments based on 2,526 square feet. The lease commenced in April 2019 and contains two additional four year extension terms which management has the option to accept at its discretion. Lease rates for the extension terms increase incrementally annually. The Organization is responsible for certain maintenance and insurance costs. Monthly base rent is \$3,368, \$3,435, and \$3,505 for three years. In March 2019, the Organization entered into a five year lease for its copier. Monthly base rent is \$166. The copier also has a related maintenance agreement. Total rent and maintenance expense related to the leases was \$43,220 for the year ended December 31, 2020. Future minimum payments under the lease agreements are as follows for the years ending December 31:

2021	\$ 44,054
2022	1,996
2023	1,996
2024	<u>333</u>
Total future minimum lease payments	<u>\$ 48,379</u>

### NOTE 7 - RETIREMENT PLAN

The Organization participates in the 401(k) plan of the South Bend Regional Chamber of Commerce, (the "Chamber"). The Organization pays the Chamber for its portion of expenses for the plan. 3% of employee gross compensation is contributed into the plan. In addition, there is a match up to an additional 4.5% of employee contributions. This benefit is subject to annual review and approval by management. The Organization's cost of the plan is \$31,460 for the year ended December 31, 2020.

(See auditors' report.)



**MICHIANA PARTNERSHIP, INC.**

**Notes to Financial Statements**

**December 31, 2020**

**NOTE 8 - RELATED PARTY TRANSACTIONS**

The Organization supports initiatives of the Regional Development Authority, a municipal corporation under Indiana State law. Based on the cash flow needs of the Partnership, the Affiliate will grant the Partnership money throughout the year. The Affiliate granted the Partnership \$886,000 for 2020. This amount has been eliminated in consolidation.

(See auditors' report.)



**Michiana Partnership, Inc.**  
**D/B/A South Bend Elkhart Regional Partnership and Affiliate**

**Consolidating Statement of Financial Position**

**December 31, 2020**

	<u>South Bend Elkhart Regional Partnership, Inc.</u>	<u>South Bend Elkhart Regional Partnership Foundation</u>	<u>Eliminations</u>	<u>Total</u>
<b>Assets</b>				
Cash and cash equivalents	\$ 135,091	\$ 465,817		\$ 600,908
Accounts receivable	23,543	83,675		107,218
Grant receivable	64,618			64,618
Pledges receivable - current	193,851	742,396		936,247
Prepaid expense	5,067			5,067
Property and equipment - net	<u>189,667</u>			<u>189,667</u>
<b>Total Current Assets</b>	<u><b>611,837</b></u>	<u><b>1,291,888</b></u>		<u><b>1,903,725</b></u>
<b>Other Assets</b>				
Pledges receivable - long term, net	<u>9,452</u>	<u>226,841</u>		<u>236,293</u>
<b>Total Assets</b>	<u><b>\$ 621,289</b></u>	<u><b>\$ 1,518,729</b></u>		<u><b>\$ 2,140,018</b></u>
<b>Liabilities and Net Assets</b>				
<b>Liabilities</b>				
Accounts payable and other	\$ 116,719			\$ 116,719
Deferred revenue	<u>25,000</u>	<u>41,838</u>		<u>66,838</u>
<b>Total Liabilities</b>	<u><b>141,719</b></u>	<u><b>41,838</b></u>		<u><b>183,557</b></u>
<b>Net Assets - Undesignated</b>	<u><b>479,570</b></u>	<u><b>1,476,891</b></u>		<u><b>1,956,461</b></u>
<b>Total Liabilities and Net Assets</b>	<u><b>\$ 621,289</b></u>	<u><b>\$ 1,518,729</b></u>		<u><b>\$ 2,140,018</b></u>

(See auditors' report.)



**MICHIANA PARTNERSHIP, INC.**  
**D/B/A South Bend Elkhart Regional Partnership and Affiliate**  
**Consolidating Statement of Activities and Changes in Net Assets**  
**For the Year Ended December 31, 2020**

	South Bend Elkhart Regional Partnership, Inc.	South Bend Elkhart Regional Partnership Foundation	Eliminations	2020 Total
<b>Support &amp; Revenue</b>				
Contracts for services	\$ 166,375			\$ 166,375
Contributions	52,616	\$ 223,317		275,933
Grants	855,000	264,905	\$ (886,000)	233,905
Other income	<u>95,439</u>	<u>          </u>	<u>          </u>	<u>95,439</u>
 Total Revenue	 <u>1,169,430</u>	 <u>488,222</u>	 <u>(886,000)</u>	 <u>771,652</u>
 <b>Expenses</b>				
Salaries, taxes, and benefits	653,222			653,222
Regional economic development strategies	385,815			385,815
Grant expense		886,000	(886,000)	
Relational based marketing	26,498			26,498
Targeted industry marketing	50			50
Special projects and marketing partnerships	1,478			1,478
Office expense	29,748			29,748
Legal and professional fees	31,500			31,500
Professional development	10,397			10,397
Rent	59,606			59,606
Insurance	7,121			7,121
Branding and general marketing	10,955			10,955
Data and research	6,697			6,697
Partnerships and stakeholders	2,229			2,229
Meals and entertainment	556			556
Dues and subscriptions	4,795			4,795
Miscellaneous	16,176			16,176
Depreciation	<u>19,361</u>	<u>          </u>	<u>          </u>	<u>19,361</u>
Total Expenses	<u>1,266,204</u>	<u>886,000</u>	<u>(886,000)</u>	<u>1,266,204</u>
 Change in Net Assets	 (96,774)	 (397,778)		 (494,552)
 Net Assets - Beginning of Year	 <u>576,344</u>	 <u>1,874,669</u>		 <u>2,451,013</u>
 Net Assets - End of Year	 <u>\$ 479,570</u>	 <u>\$ 1,476,891</u>	 <u>\$</u>	 <u>\$ 1,956,461</u>

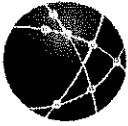
(See accompanying notes and auditors' report.)



**South Bend Elkhart Regional Partnership  
2021 Budget**

<b>Statement of Activities</b>	<b>2021 Budget</b>
<b>Income</b>	
Contracts for Services	\$ 179,235
Contributions (Regional Opportunities Alliance)	\$ 1,225,750
Other Income	\$ 278,284
<b>Total Income</b>	<b>\$ 1,683,269</b>
<b>Expenses</b>	
Data & Research	\$ 13,150
Depreciation	\$ 9,500
Dues & Subscriptions	\$ 4,308
Insurance	\$ 7,334
Legal & Professional Fees	\$ 40,000
Employee/Stakeholder Stewardship	\$ 2,575
Office Expenses	\$ 107,945
General and Admin Expenses	\$ 5,000
Partnerships & Stakeholders	\$ 1,500
Promotional	\$ 16,219
Salaries & Benefits	\$ 942,571
<b>Total Operational and Administrative</b>	<b>\$ 1,150,103</b>
Diversity, Equity & Inclusion	\$ 140,500
Education & Workforce	\$ 99,000
Entrepreneurship	\$ 283,489
Industry Growth	\$ 59,627
Talent Attraction & Retention	\$ 55,000
LIFT Network	\$ 21,000
<b>Total Regional ED Strategies</b>	<b>\$ 658,616</b>
<b>Total Expenses</b>	<b>\$ 1,808,718</b>
<b>Net Operating Income</b>	<b>\$ (125,449)</b>





**Members of the Executive Committee:**

**Pete McCown, Chair**  
Community Foundation of Elkhart County

**Suzanne Weirick, Public Representative**  
Elkhart County Commissioner

**Jeff Rea, Vice Chair**  
South Bend Regional Chamber

**Michael Daigle, Treasurer**  
South Bend International Airport

**South Bend – Elkhart Regional Partnership Board Members: (\*denotes non-voting member)**

**Dave Behr\***  
Indiana Economic Development Corporation

**Gary Neidig**  
ITAMCO

**Shannon Cullinan**  
University of Notre Dame

**Kevin Overmyer**  
Marshall County Commissioner

**Michael Daigle**  
South Bend International Airport

**Jeff Rea**  
South Bend Regional Chamber

**Larry Garatoni**  
Garatoni Family Office

**Jim Seitz**  
1<sup>st</sup> Source Bank

**Jon Hunsberger\***  
Elkhart County Convention and Visitors Bureau

**Phil Smoker**  
Smoker Craft Inc.

**Levon Johnson\***  
Greater Elkhart Chamber of Commerce

**Amish Shah**  
Kem Krest

**Jim Keenan**  
Judd Leighton Foundation

**Chris Stager**  
Economic Development Corp. of Elkhart County

**Shelley Klug**  
Indiana Michigan Power

**Rebecca Stoltzfus**  
Goshen College

**Andy Kostielney**  
St. Joseph County Commissioner

**James Turnwald\***  
Michiana Area Council of Governments

**Chuck Lehman**  
Lehman & Lehman, Inc.

**Laura Walls**  
Marshall County Economic Development Corp.

**Pete McCown**  
Community Foundation of Elkhart County

**Suzanne Weirick**  
Elkhart County Commissioner

**Rose Meissner**  
Community Foundation of St. Joseph County



**RESOLUTION 2021-\_\_\_\_\_**

**Approve and Authorize Signature on  
Release of Temporary Easements  
Relative to State Road 15 – Waterford Mills Parkway Construction Project**

WHEREAS, the City of Goshen, Indiana (“City”) undertook a major construction project involving the reconstruction of State Road 15 – Waterford Mills Parkway, within the City of Goshen, hereinafter referred to as the “Project;”

WHEREAS, as part of the Project, the City obtained certain Temporary Highway Easement Grants for the purpose of constructing private driveways servicing owners’ property to and from Kercher Road; and

WHEREAS, the purpose for the Temporary Highway Easement Grants has been completed and the easement rights obtained are no longer necessary for their original purpose.

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

A. The easement rights obtained for the purpose of constructing private driveways servicing owners’ property along State Road 15 – Waterford Mills Parkway are released pursuant to the terms of the Release of Temporary Easements, a copy of which is attached hereto and made a part hereof as Exhibit A, which document is hereby approved.

B. Mayor Jeremy P. Stutsman is authorized to execute the Release of Temporary Easements on behalf of the Goshen Board of Public Works and Safety, and cause the Release of Temporary Easements to be recorded with the Elkhart County, Indiana Recorder.

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

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

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

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

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

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



**RELEASE OF TEMPORARY EASEMENTS**

THIS INDENTURE WITNESSETH that the **City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana** ("City"), does irrevocably release unto the present owner(s) of record as shown on the Elkhart County property tax records its temporary easement rights in certain portions of the real property identified by Parent Parcel Key Number below, acquired by the City pursuant to certain Temporary Highway Easement Grants, which were recorded and are identified by Instrument Number below.

Owner	Parent Parcel Key Number	Instrument Number
Dennis L. Yocum	20-11-27-301-043.000-014	2014-16678
Lavern & Josephine Miller Family Limited Partnership	20-11-28-428-007.000-014 20-11-28-428-008.000-014 20-11-28-428-009.000-014	2014-17387
Myron Slabaugh and Jessica Slabaugh, husband and wife	20-11-27-351-007.000-014	2014-16679
Jeffrey J. Dunn and Louanne C. Gressman-Dunn, husband and wife	20-11-28-477-013.000-014	2014-16680
Charles A. Davis and Amanda R. Davis, husband and wife	20-11-28-477-011.000-014	2014-16681
Robert L. Rossie and Pamela J. Rossi, husband and wife	20-11-27-301-004.000-014	2014-16730
Joni J. Fry and Lori J. Fry, husband and wife	20-11-27-351-008.000-014	2014-16731
Richard T. Edmonds, Jr. and Michelle R. Edmonds, husband and wife	20-11-28-477-012.000-014	2014-16732
Vernon E. Graber and Connie G. Graber, husband and wife	20-11-27-351-006.000-014	2014-16733
Steven W. Gangloff and Linda S. Gangloff, husband and wife	20-11-28-477-014.000-014	2014-17388
Bethany Christian Schools, Inc., an Indiana not-for-profit organization	20-11-27-151-007.000-015 20-11-27-151-013.000-015	2014-18159
Edward Moore and Laverne J. Moore, husband and wife	20-11-27-351-009.000-014	2014-18160
GSKC Properties, LLC, an Indiana limited liability company	20-11-28-277-010.000-015	2014-18161
Byron J. Yoder and Rebecca K. Yoder, husband and wife	20-11-27-351-005.000-014	2014-18937
Gabriela Garcia	20-11-27-301-005.000-014	2014-18939
Samuel Zepeda and Sharon R. Zepeda, husband and wife	20-11-27-351-003.000-014	2014-19977
Brian J. Bechtel and Susie A. Bechtel, husband and wife	20-11-28-428-010.000-014	2014-22531

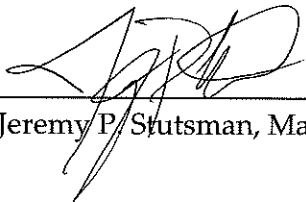


John Dicken and Sandra S. Dicken, husband and wife	20-11-27-301-006.000-014	2015-00672
Leonard D. Livengood	20-11-28-477-004.000-014 20-11-28-477-003.000-014	2014-17393
Octavio Ramos	20-11-27-351-004.000-014	2014-17391
GCS School Bldg. Corp. One, and Indiana non-profit corporation	20-11-27-301-034.000-014 20-11-27-301-038.000-014 20-11-27-301-003.000-014 20-11-27-301-035.000-014	2014-23441

The purpose for which the City acquired the temporary easements has been accomplished and a release of the temporary easements will not interfere with any operations of or construction by the City.

IN WITNESS WHEREOF, the undersigned has executed this Release of Temporary Easement this 3<sup>rd</sup> day of June, 2021.

**City of Goshen, Indiana, a municipal corporation  
and political subdivision of the State of Indiana**

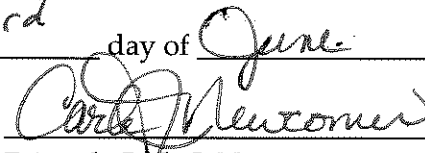
By:   
 \_\_\_\_\_  
 Jeremy P. Stutsman, Mayor



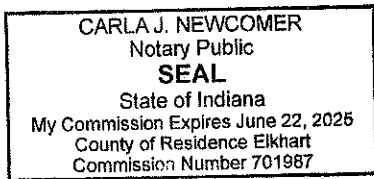
STATE OF INDIANA        )  
  ) SS  
COUNTY OF ELKHART    )

Before me, the undersigned Notary Public in and for said County and State, personally appeared Jeremy P. Stutsman, Mayor of the **City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana**, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this 3<sup>rd</sup> day of June, 2021.



Printed: Carla J. Newcomer  
Notary Public of Elkhart County, IN  
My Commission Expires: June 22, 2025  
Commission Number: 701987



Prepared by Bodie J. Stegelmann, Attorney # 18180-20,  
City of Goshen Legal Dept., 204 E. Jefferson St., Goshen, IN 46528.

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



**RELEASE OF TEMPORARY EASEMENT**

THIS INDENTURE WITNESSETH that the **City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana** ("City"), does irrevocably release unto, City of Goshen, Indiana for the use and benefit of its Department of Redevelopment, a municipal corporation and political subdivision of the State of Indiana, the present owner of record as shown on the Elkhart County property tax records its temporary easement rights in certain portions of the real property identified by Parent Parcel Key Number 20-11-28-477-005.000-014, acquired by the City pursuant to a certain Temporary Highway Easement Grant, which was recorded and is identified in the records of the Elkhart County Recorder by Instrument Number 2015-05564.

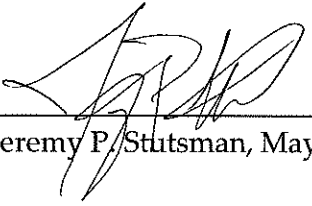
The City records this Release of Temporary Easement to release its temporary easement interest in the subject real property to the extent that its temporary easement interest has not already merged with its fee simple interest in the subject real property.

The purpose for which the City acquired the temporary easement has been accomplished and a release of the temporary easement will not interfere with any operations of or construction by the City.

IN WITNESS WHEREOF, the undersigned has executed this Release of Temporary Easement this 3<sup>rd</sup> day of June, 2021.

**City of Goshen, Indiana, a municipal corporation  
and political subdivision of the State of Indiana**

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

  
Jeremy P. Stutsman, Mayor









**Kent Holdren, Superintendent**  
**WATER UTILITY, CITY OF GOSHEN**

308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185  
kentholdren@goshencity.com • www.goshenindiana.org

6/7/2021

### **Request for Road Closure on 400<sup>th</sup> Block of Grayroy Dr.**

To the Board of Public Works and Safety and Storm Water;

The City of Goshen Water and Sewer Department will be installing a sewer service tap at 423 Grayroy Dr.

The work will require excavation of the road, with a trench that will be approximately 8' feet in depth. For the safety of the work crews and the public, the City is requesting permission to close Grayroy Dr. to thru traffic, between High Park Ave. and Mayflower Pl., on Tuesday, June 8<sup>th</sup> starting 8:00 am, and reopening for traffic on Friday evening June 10<sup>th</sup>.

See attached map for reference.

We will notify Goshen Schools, EMS and insure that the garbage is moved to the appropriate location for pick up.

Regards;

A handwritten signature in black ink, appearing to read "Kent Holdren".

Kent Holdren  
Superintendent of Goshen Water Department





605 Gra Roy Dr.  
Show search results





**Kent Holdren, Superintendent**  
**WATER UTILITY, CITY OF GOSHEN**  
308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185  
kentholdren@goshencity.com • www.goshenindiana.org

6/7/2021

**Request for Road Closure on 600<sup>th</sup> Block of Grayroy Dr.**

To the Board of Public Works and Safety and Storm Water;

The City of Goshen Water and Sewer Department will be disconnecting a sewer service tap at 605 Grayroy Dr.

The work will require excavation of the road, with a trench that will be approximately 12' feet in depth. For the safety of the work crews and the public, the City is requesting permission to close Grayroy Dr. to thru traffic, between Marilyn Ave. and Westwood Dr., on Thursday, June 10<sup>th</sup> starting 8:00 am, and reopening for traffic on Saturday evening June 12<sup>th</sup>.

See attached map for reference.

We will notify Goshen Schools, EMS and insure that the garbage is moved to the appropriate location for pick up.

Regards;

A handwritten signature in black ink, appearing to read "Kent Holdren".

Kent Holdren  
Superintendent of Goshen Water Department





605 Gra Roy Dr

Show search results





**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 Works Public and Safety

FROM: Engineering

RE: **ASPHALT PAVING PROJECT  
(JN: 2021-0002)**

DATE: June 7, 2021

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Due to a change in schedule, Niblock will be performing work to pave Greene Road and Berkey Avenue on June 9 and June 10. The work will require a road closure of Greene Road between Plymouth Avenue and Berkey Avenue. The work on Berkey Avenue will be with traffic control and will remain open. The original schedule had Greene Road closed from June 1 to June 11 so that Niblock could mill and pave. Niblock was able to temporarily open the road back up earlier than they anticipated after the mill work was complete. Niblock will maintain open access for the Intermediate School and residents on Greene Road. The Greene Road closure will occur Wednesday June 9 thru Thursday June 10, 2021 and open to traffic June 11, 2021.

**Suggested Motion: Move to approve closure of Greene Road from June 9 thru June 10 for repaving.**





**Engineering Department  
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **SIDEWALK & CURB 50/50 PROGRAM – JN: 2021-0001  
AGREEMENTS WITH HOMEOWNERS**

DATE: June 7, 2021

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The 2021 Sidewalk & Curb 50/50 Program participation deadline passed on May 28, 2021.

This year, 12 residents are participating in the program. The total cost of sidewalk repairs is \$25,850.65, with the resident's paying \$12,079.57, and the City paying \$13,771.08.

**Requested Motion: Approve 12 Agreements with homeowners participating in the 2021 Sidewalk and Curb 50/50 Program for a total cost of \$25,850.65 with the City participating \$13,771.08 of that total.**