



## Goshen Common Council

6:00 p.m. December 21, 2021 Regular Meeting

Council Chambers, Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Call to Order by Mayor Jeremy Stutsman

Pledge of Allegiance

Roll: Megan Eichorn (District 4)                      Julia King (At-Large)                      Donald Riegsecker (District 1)  
Doug Nisley (District 2)                      Gilberto Pérez, Jr. (District 5)                      Matt Schrock (District 3)  
Council President Brett Weddell (At-Large)                      Youth Advisor Adrian Mora (Non-voting)

Approval of Minutes – December 7, 2021

Approval of Meeting Agenda

Privilege of the Floor

- I. Ord. 5109 (2<sup>nd</sup> Reading) – Additional Appropriation
- II. Ord. 5102 (1<sup>st</sup>/2<sup>nd</sup> Reading) – 2022 Compensation for Fire Department Employees
- III. Ord. 5103 (1<sup>st</sup>/2<sup>nd</sup> Reading) – 2022 Compensation for Police Department Employees
- IV. Resolution 2021-33 – Interlocal Agreement Elkhart Township, Elkhart County, Indiana for Fire and Ambulance Services
- V. Ordinance 5111 (1<sup>st</sup>/2<sup>nd</sup> Reading) - Amending Ordinance 4201, Ordinance 4339, and Ordinance 4526 Creating the Goshen Community Relations Commission and Prescribing the Powers and Duties of the Commission

Elected Official Reports

*Adjournment*



## GOSHEN COMMON COUNCIL

### Minutes of the Dec. 7, 2021 Regular Meeting

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

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

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

Present: Megan Eichorn (District 4)                      Julia King (At-Large)                      Doug Nisley (District 2)  
                    Gilberto Pérez Jr. (District 5)                      Donald Riegsecker (District 1)                      Matt Schrock (District 3)  
                    Youth Advisor Adrian Mora (Non-voting)

Absent: Council President Brett Weddell (At-Large)

Before moving forward with the agenda, Mayor Stutsman apologized for wearing workout clothing this evening. The Mayor said he had been working out and misjudged the time.

Mayor Stutsman asked the **Council's wishes regarding the minutes of the City's Council's** meeting of Nov. 16, 2021. Council members King/Pérez moved to approve the minutes of the Nov. 16, 2021 meeting as presented. Councilor Riegsecker pointed out a typo on page 8 of the minutes, the seventh line from the bottom of the page. **The word written in the sentence was "own," but it should have been "down." The correct sentence should have been: "In these cases, the Utility must track down those residents, monitor the residence to see if someone is living there and persuade them to sign up."** With that correction noted, Motion to approve the minutes passed 6-0. Youth Advisor Adrian Mora **also voted "yes."**

Mayor Stutsman presented the agenda of the Dec. 7, 2021 Council meeting. Council members King/Riegsecker moved to approve the agenda as presented. Motion passed 6-0. **Youth Advisor Adrian Mora also voted "yes."**

#### Privilege of the Floor:

At 6:05 p.m., Mayor Stutsman invited public comments on matters not on the agenda.

Glenn Null of Goshen said he appreciates the City still picking up leaves in neighborhoods. He said he appreciates crews doing this rather than having to clear away snow. Null said on Friday he attended the First Friday celebration downtown. He said he parked at Lincoln and Third streets and walked through the Art Alley. He said he twice crossed **Main Street and was "invisible" to vehicles.** Null said he may need to start carrying his cane to be seen by motorists. Null said he also saw a teen writing a skateboard on the sidewalk, which is not allowed. Null also noted that people were riding bikes and not following rules. Finally, Null said that during a recent Council meeting his comments were limited to three minutes and this was not right because he was discussing financial matters. Null said there should not be such strict time limits when people are discussing financial matters.

Lori Arnold of Goshen commented about City enforcement of illuminated signs. She said she saw a large **illuminated sign on Indiana Avenue and wanted to bring that to the City's attention.**



Arnold also reported what she believed was inappropriate parking near Mullet Park. Arnold said she remains concerned about the addition of fluoride to City water. She said no City staff members have gotten back in touch with her as she requested. Arnold said that she also remains concerned about the homeless, especially because the weather has started to get cold. Arnold asked if the City planned to open a shelter for the homeless. Arnold said that because it is so cold, she is allowing a homeless man to sleep in her sunroom and use a space heater. She asked if anything can be done for homeless people this winter. Arnold also thanked Wellington & Weddell Eye Care and **Council President Weddell's wife for helping a homeless man who needed new eyeglasses. Arnold said that it is good when community members come together to help the homeless.** She also said she wished more could be done. Arnold also said that a member of Antifa recently threatened her on Facebook and that she has filed a police report on this matter and that she hopes something is done about this.

**In response to Lori Arnold's question** about help for homeless people. Mayor Stutsman said the Goshen Interfaith Hospitality Network sponsored a low-barrier shelter last winter. Of the approximately 52 people who stayed at the shelter, just three people were from Goshen, the Mayor said. The Interfaith Hospitality Network reported there were issues with drugs at the shelter. Mayor Stutsman said the City funded the security at the shelter, but the company is unwilling to provide further security at the site because of the drug issues, which is why Interfaith Hospitality Network is unwilling to open a low-carrier shelter this winter. Mayor Stutsman said the City learned about this decision in the fall, so City staff members have worked closely with The Window, Interfaith Hospitality Network, the Clubhouse, Faith Mission and Oak Lawn to address homeless issues. The Mayor said Faith Mission is the homeless shelter for Elkhart County and has available beds. Mayor Stutsman said the City and other agencies make sure people can get into Faith Mission and will even drive homeless people to that shelter and then back to Goshen. The Mayor urged anyone who knows homeless people to urge them to please accept the help available. He said services are available, but the City struggles to get some people to accept help available. The Mayor said the City will continue to work on these issues. Mayor Stutsman also said there is a new partnership between Goshen Community Schools, Interfaith Hospitality and the City to expand Interfaith and find a facility that better meets its needs.

No further audience members or Zoom meeting participants asked to speak, so Mayor Stutsman closed the Privilege of the Floor at 6:14 p.m.

#### 1. Sensory Trail presentation

Mayor Stutsman invited a presentation and update from City Director of Environmental Resilience Aaron Sawatsky-Kingsley and City Grant Writer and Educator Theresa Sailor about the recently opened Ashley VanVurst Sensory Trail at Abshire Park, 1302 E. Lincoln Ave., Goshen.

The City of Goshen and ADEC Inc. developed the sensory trail project to connect persons with disabilities to the natural environment's physiological and psychological benefits and provide them with the opportunity to access technology that can enhance the interactive trail experience. The project includes access for both persons who can actively participate and those who may be homebound. The sensory trail includes four miles of two existing public trails with open, calm areas, water, and natural habitats.



Aaron Sawatsky-Kingsley and City Grant Writer and Educator Theresa Sailor, along with Goshen College student interns – Chloe Taylor, Gabrielle Vogeler and Kevin Mazariegos-Perez, guided Council members through a 15-slide PowerPoint presentation (*EXHIBIT #1*)

Sawatsky-Kingsley kicked off the presentation with an overview of the project, which he said has been developed since January by the Environmental Resilience Department, with the assistance of Goshen College interns.

Sawatsky-Kingsley said: **“This is a really unique project. We’re not aware of any other such project anywhere that we have been able to encounter.** This project is intended to be a self-guided, inventoried walk along portions of our existing trails in Goshen, designed especially for a diversity of abilities throughout the human experience. **It’s a project which was largely conceived of by my colleague, Theresa Sailor. And then our interns, Chloe Taylor, Gabrielle Vogeler and Kevin Mazariegos Perez, have been the principal constructors of this project. It includes an app, which will be available very shortly, that you can download on any smart device and walk along a trail.”**

Sawatsky-Kingsley said there were two primary partners on the project – ADEC Inc., a local nonprofit organization that advocates for and serves people with developmental and intellectual disabilities, and Goshen College – along with eight businesses, five programming and naturalist interns and more than 25 City staff members. Sawatsky-Kingsley thanked all for their support for the project.

Theresa Sailor said a Community Connections for People with Disabilities Grant of \$155,322 allowed the City to purchase three 24-hour nature cameras each for Reith Center, Fiddler Pond and Violett Cemetery, an accessible sensory trail app, sensory trail features and 10 iPads for public use through a lending library at Reith Center. Of the cameras, Sailor said: **“You can actually get onto that and see and listen to what’s going on 24 hours a day ... We’ll also have one that goes out to Fidler Pond — hopefully we’ll make it by Christmas — and then also Violett Cemetery ... It is a day/night camera.”** In response to questions from Councilor King and Mayor Stutsman, Sailor discussed the camera locations and how to access the video feeds (on the City’s website).

Sailor said staff from ADEC, Inc. helped identify trail priorities, which included strengthening the coping skills for persons with disabilities and protecting the current trail user experience. According to Sailor, the partnership also helped the City identify areas or conditions of potential hazards, enable users to engage the senses and have opportunities to hear and interact with water. She said the City is still working on installing an accessible swing/glider, a water feature, and opportunities for meditation.

Chloe Taylor, a naturalist for the project, provided an overview of the app and its features. Taylor said: **“This is an app that allows people to experience features of the trails of Goshen by physically walking on the trails, or by sitting at home with their smartphone or tablet. In the app, you can find pictures, videos, audio clips, descriptions of the features and fun facts. The trails that are included in this app are the Millrace Canal and the Maple Heart Trail beginning at Indiana Avenue connecting to the Pumpkinvine Trail up to Abshire Park. All five senses can be used on the trail with this app. The types of features that are included in the sensory trail app include flora, mammals, fish, fungi, insects, birds, reptiles, amphibians and landmarks, which include things like bridges, signs, sidewalk art and more. The idea of the sensory trail app is to get people outside and moving, and this is an app that will help people experience the trails in a new way.”**

Taylor showed screen shots of the app and discussed inclusions and additions. These included plantings, artwork and warnings about such trail hazards as poison ivy. She discussed the process of collecting features for the app, which included walking along the trails, taking photographs, conducting research and working with the app programmers on the data and photo formatting. Taylor also discussed the adaptations and modifications that were made while the students worked on the app.



Councilor King said she would like to know the location of the reptile depicted in one of the photos so she can avoid it. Taylor said it was on the Mill Race. Youth Adviser Mora **said he didn't know there were any snakes. Taylor** further discussed the process of presenting detailed information, **the user experience and the app's goals.**

Councilor Riegsecker asked what visitors should do if they come across poison ivy. Taylor said people should leave it alone. Asked by Riegsecker if the app will be updated regularly, Sawatsky-Kingsley said the goal will be to keep it updated every year. This will allow for a year-to-year catalog of the trails.

Youth Adviser Mora asked if the app will only cover the Mill Race but also Mullet Park. Sawatsky-Kingsley said the current inventory of features only covers the Mill Race, from the Goshen Dam to the Power House, and then along the Maple Heart Trail beginning at Indiana Avenue and connecting to Abshire Park. Mora said that while running along the Mill Race he caught poison ivy. While Councilor King warned against touching poison ivy, Council Riegsecker joked that instead, it was best to avoid running.

Gabrielle Vogeler said she and Kevin Mazariegos-Perez had never programmed an app and it was a rewarding experience. She said it was designed to appeal to users of all ages and will be able to be continually updated. Kevin Mazariegos-Perez and Vogeler further discussed the process of programming the app, which included development, design, conducting research, debugging and testing. They discussed the difficulties of app development. They said they had to write many hundreds of lines of code. And they discussed future work and improvements that are being considered for the app.

Mora suggested the addition of a feature that would allow users to report such hazards as poison ivy or a snake. In response to a question from Mora, Vogeler said the app is also available in Spanish. Asked about the display of information by Councilor Riegsecker, Taylor said the app allows close-up viewing of photos and other features. Riegsecker said he expects to use the app with his two grandchildren next year.

In response to a question from Councilor Eichorn, the students said they will continue to work on the app next semester and will be developing a user guide. Councilors King, Eichorn and Riegsecker all thanked the students for their good work on the app.

Sawatsky-Kingsley thanked the students and Sailor for their work on the project and the app.

Sawatsky-Kingsley **closed by inviting the community to visit and leave an ornament of the "Mirth Tree,"** outside the **city's utility office**, at 203 S. Fifth St. He said the public is invited to hang ornaments made from reused and recycled materials on the tree. Afterward, ornaments can be claimed by someone else. In response to a question from Councilor King, Sawatsky-Kingsley said the ornaments can be recyclable or reusable, but not glass.

Mayor Stutsman praised Sawatsky-Kingsley, Sailor and the students. Stutsman said: **"You and your team have done some really great work here. For the Department of Environmental Resilience, I think this is a perfect example of what kinds of projects they can get involved in. They've been able to offer great additional entertainment and resources to our community just by using existing infrastructure and natural resources. So, I really appreciate everybody's input and work on this one."**

## 2. Ordinance 5109 (First Reading): Additional Appropriation

Mayor Stutsman then called for the introduction of Ordinance 5109 on First Reading. Councilor and Acting Council President Nisley asked the Clerk-Treasurer to read Ordinance 5109 by title only, which was done. Nisley/Schrock moved for passage of Ordinance 5109 on First Reading.



By way of background, Ordinance 5109 would appropriate additional funds for the following two City Departments:

- The Goshen Engineering Department requested that a total of \$594,958.96 be appropriated into the EDIT Capital Projects line (218-560-00-442.0006). Of the total, \$560,382.82 would be reimbursed by INDOT for the Wilden Avenue Reconstruction project. These funds would be used to pay DLZ for the Wilden Avenue Reconstruction inspection services, which will then also be reimbursed 80%, and any remaining funds will be used toward the City's portion for construction costs. The remaining \$34,576.14 to be appropriated into the EDIT Capital Projects line (218-560-00-442.0006) will come from the Community Crossing expenditure line (230-510-00-449.2104). Due to a timing issue with Contractor invoicing, expenditures were paid from Edit Capital Projects. With the volume of work planned and bid for 2022, the re-appropriated funds will shore up funding for awarded construction.
- The City Clerk-Treasurer's office requested that \$90,000 be appropriated to the City's Fire Pension line (801-520-00-413.0902) to meet remaining obligations through the end of 2021. In most years, the City Council approves the following year's budget in September or October, while union negotiations are usually completed in November or December. For 2021, this scheduling difference resulted in Fire Pension Fund obligations that exceeded the budgeted amount. The Fire Pension Fund currently holds a cash balance of \$269,000 and is able to fully support this additional appropriation. The fund will be reimbursed in 2022 from the Indiana Public Retirement System.

Mayor Stutsman further described the purposes of the proposed additional appropriations. He said both funds have adequate resources to support the appropriations. In response to questions from Councilor Riegsecker, Mayor Stutsman further explained the purposes of the appropriations and the negative consequences of allowing the funds to fall into a deficit.

Mayor Stutsman invited public comment on Ordinance 5109: Additional Appropriation. No one asked to speak, so Mayor Stutsman closed the public hearing.

There were no further Council questions or comments about Ordinance 5109, so Mayor Stutsman called for a voice vote on the first reading. The motion passed **6-0, with all council members present voting "yes."**

Mayor Stutsman asked if there was unanimous consent to proceed with the second and final reading of Ordinance 5109. Before a motion could be completed, Clerk-Treasurer Aguirre said that he wondered whether a second reading of Ordinance 5109 could take place tonight. Deputy Clerk-Treasurer Jeffery Weaver stated that there could not be a second reading because a public notice would be published Saturday informing people of a public hearing on Ordinance 5109 on Dec. 21. Mayor Stutsman deferred further consideration of Ordinance 5109.

#### Elected Official Reports:

Councilor Nisley said Council President Weddell could not be present for **tonight's** meeting because his sons had a ball game in Elkhart, so he was spending time with the family and watching his boys play. Nisley also said that the Community Relations Commission and the Tree Board have vacancies and that applications are due by the end of the month. Appointments will be made at the first of the year.

Councilor King asked Communications Coordinator Sharon Hernandez if the application system online was still **in place because she hasn't seen any applications come through** as in the past. Hernandez said the City has been having a problem with the application form, so she created a Google form and imbedded it on the City website.



Hernandez said she has been receiving applications and would share them with Council members. Councilors King and Eichorn said that would be good.

Mayor Stutsman said the City is working with Digital Hill to improve the City's website. Among the goals: to make the City website even more user friendly and create better forms.

Councilor Schrock said he attended a recent Tree Board meeting and he learned new board members were being sought. As of Nov. 22, there were three openings.

Councilor Pérez said he has attended recent meetings with Youth Adviser Mora and has been impressed by his work. Pérez thanked Mora for his commitment to inform other young people and to get them involved. Mayor Stutsman **said Mora will soon be in intern in the Mayor's Office.**

Councilor Riegsecker thanked city staff for supporting First Friday and the great work on those who prepared for the event. Councilor King mentioned that sponsorships for the January Fire & Ice Festival would be due on Friday. Councilor Pérez thanked Fire Department Chief Sink for his recent report on operations. He said he was impressed **by the department's response** times.

Youth Adviser Mora said Goshen High School would need all the luck it can get in its game against Elkhart tonight. Mayor Stutsman said Denise Blenner, Administrative Assistant to the Mayor, reached out to Council members and scheduled a work session to discuss the Draft Flood Resilience Plan. He said the session is now scheduled for Jan. 14. He noted that the session would be conducted similarly to a council retreat. It will be open to the public and no votes would be taken. The Mayor said city departments are busy completing year-end work. Mayor Stutsman also said that at the last meeting of the year, on Dec. 28, Council members will vote on the 2022 Council meeting schedule, so that all the meeting dates can be publicized. One change, he said, is that the joint council and school board meeting in February will be on a Monday night, which is the normal day that the school board meets, followed that week by a regular Tuesday Council meeting.

Councilor King reminded Council members that Elkhart County, sadly, **is back in the "red" in terms of the** prevalence of COVID-19 and that people should be doing what they can to stay safe and to keep others safe. King said local hospitals are filling with patients.

Clerk-Treasurer Aguirre said he wanted to acknowledge the passing, earlier today, of **Henry D.** "Hank Weaver, a **leading citizen of Goshen and Aguirre's father-in-law.** Aguirre said Weaver was a professor emeritus of Chemistry and provost emeritus from Goshen College. Weaver was a Goshen College professor from 1957 to 1980 and in 1996 was the interim President of Goshen College. **Aguirre said Weaver's most significant accomplishment at Goshen** College was the creation of the Study-Service Term program, which has sent students all over the work for more than 50 years. After leaving Goshen College, Weaver became Deputy Director of the Education Abroad Program for the University of California system, which is the largest education abroad program in the country. He said Weaver was responsible for helping oversee agreements with more than 80 universities in 37 countries. Weaver lived in Peru, Nepal, Poland, Spain and Bulgaria. Weaver grew up in a small-town community in Virginia and visited many other countries. Weaver also lived in Goshen for many years and was a member of the Rotary Club and College Mennonite Church. Aguirre said Weaver died peacefully earlier today and rejoins his wife, who died in August 2020. Aguirre said he wanted to mention this because Weaver was well known in Goshen and was one of the first administrators at Goshen College to reach beyond the college to the community. Aguirre said Weaver was a significant person in Goshen and made many contributions. Mayor Stutsman conveyed his condolences for the **family's loss.**



Adjournment:

Nisley/Riegsecker moved to adjourn the meeting. Passed 6-0.

Mayor Stutsman declared the meeting adjourned at 7:01 p.m.

*EXHIBIT 1: PowerPoint Presentation about the Ashley VanVurst Sensory Trail by City Director of Environmental Resilience Aaron Sawatsky Kingsley, City Grant Writer and Educator Theresa Sailor and Goshen College students Chloe Taylor, Gabrielle Vogeler and Kevin Mazariegos-Perez.*

APPROVED:

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

ATTEST:

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





**Engineering Department  
CITY OF GOSHEN**

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

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185  
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December 1, 2021

Mayor Jeremy Stutsman:

The Goshen Engineering Department asks that \$560,382.82 reimbursed by INDOT for the Wilden Avenue Reconstruction project be appropriated back into the EDIT Capital Projects line (218-560-00-442.0006). These funds will be used to pay DLZ for the Wilden Avenue Reconstruction inspection services, which will then also be reimbursed 80%, and any remaining funds will be used toward the City's portion for construction costs.

Thank you,

*Dustin K. Sailor* 12.01.21

Dustin Sailor, P.E., CPESC  
Director of Public Works



**Engineering Department  
CITY OF GOSHEN**

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Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185  
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December 1, 2021

Mayor Jeremy Stutsman:

The Goshen Engineering Department asks that \$34,576.14 be appropriated into the EDIT Capital Projects line (218-560-00-442.0006) from the Community Crossing expenditure line (230-510-00-449.2104). Due to a timing issue with Contractor invoicing, expenditures were paid from Edit Capital Projects. With the volume of work planned and bid for 2022, the re-appropriated funds will shore up funding for awarded construction. We ask that these funds be moved into EDIT, where they were originally paid from.

Thank you,

 12.01.21

Dustin Sailor, P.E., CPESC  
Director of Public Works



**City Clerk-Treasurer  
CITY OF GOSHEN**

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

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

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December 2, 2021

Mayor Jeremy Stutsman and The Goshen Common Council:

In most years, the Common Council approves the following year's budget in September or October, while union negotiations are usually completed in November or December. For 2021, this scheduling difference resulted in Fire Pension Fund obligations that exceeded the budgeted amount. For this reason, the City Clerk-Treasurer's office requests \$90,000 to be appropriated to the City's Fire Pension line (801-520-00-413.0902) to meet remaining obligations through the end of 2021.

While we suspected earlier in the year that the larger obligations might have been an issue, we wanted to wait until the end of the year to confirm that this additional appropriation is needed. The Fire Pension Fund currently holds a cash balance of \$269,000 and is able to fully support this additional appropriation. The fund will be reimbursed in 2022 from the Indiana Public Retirement System.

Thank you for your consideration,

A handwritten signature in black ink that reads "Jeffery Weaver". The signature is written in a cursive, flowing style.

Jeffery Weaver, Deputy Clerk-Treasurer

**ORDINANCE 5109**

**Additional Appropriation**

WHEREAS it has been determined that it is necessary to appropriate more money than the amount appropriated in the current year’s annual budget,

WHEREAS pursuant to notice given, the Goshen Common Council conducted a public hearing on the proposed additional appropriation.

NOW THEREFORE, BE IT ORDAINED that Goshen Common Council makes the following additional appropriation of money in excess of the current year’s budget for the fund(s) named:

EDIT Fund

218-560-00-442.0006 EDIT / Capital projects \$594,958.96

Fire Pension Fund

801-520-00-413.0902 FIRE PENSION / Pensions \$90,000.00

PASSED by the Goshen Common Council on \_\_\_\_\_, 2021.

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

ATTEST:

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

PRESENTED to the Mayor of the City of Goshen on \_\_\_\_\_, 2021, at \_\_\_\_\_ a.m./p.m.

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

APPROVED and ADOPTED on \_\_\_\_\_, 2021.

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

## ORDINANCE 5102

### 2022 Compensation for Fire Department Employees

BE IT ORDAINED, pursuant to Indiana Code § 36-8-3-3(d), the Goshen Common Council approves the 2022 maximum compensation, including wages and benefits, for Goshen Fire Department employees as follows:

#### **SECTION 1 Application of Ordinance**

- (A) All positions covered by this ordinance are considered full-time positions.
- (B) For the purposes of this ordinance, when reference is made to “Non-Bargaining Unit Employees,” “Non-Bargaining Unit Positions,” or a category of employees that are not covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
  - (1) Fire Chief,
  - (2) Assistant Fire Chief,
  - (3) Certified Chief Inspector,
  - (4) Chief Inspector,
  - (5) Inspector I,
  - (6) Inspector II,
  - (7) Civilian Firefighter, and
  - (8) Battalion Chief.
- (C) For the purposes of this ordinance, when reference is made to “Bargaining Unit Employees,” “Bargaining Unit Positions,” or a category of employees that are covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
  - (1) Captain,
  - (2) Ambulance Captain,
  - (3) Lieutenant,
  - (4) Ambulance Lieutenant,
  - (5) Sergeant,
  - (6) Private, and
  - (7) Probationary Private.
- (D) This ordinance does not apply to compensation paid to any civilian employee positions not listed in paragraph (B), and the Civilian Fire Chief position. All said positions are covered by the ordinance fixing the compensation for the Civil City employees.

#### **SECTION 2 Conflicting Provisions**

Should the terms of the collective bargaining agreement between the City of Goshen and the Goshen Firefighters Association Local No. 1443, International Association of Firefighters, be more favorable than the provisions of this ordinance, then the bargaining unit employees shall be compensated in accordance with the terms of the collective bargaining agreement.

### **SECTION 3 Wages**

- (A) Exhibit A, 2022 Base Wages, sets forth the maximum base wages for all employees. The executive shall set the compensation for all employees within the maximum amounts established by this ordinance and, for those bargaining unit employees, in accordance with the amounts established by the collective bargaining agreement.
- (B) The Fire Chief and Assistant Fire Chief positions shall be compensated on a salary basis.
- (C) The Certified Chief Inspector, Chief Inspector, Inspector I, Inspector II, and Civilian Firefighter positions shall be compensated for all hours worked in a seven-day work period in accordance with the Fair Labor Standards Act.
- (D) The Battalion Chief position shall be compensated for all hours worked in a work period consistent with the terms of the collective bargaining agreement for Bargaining Unit Positions.
- (E) This subsection applies to the Battalion Chief position and each employee in a Bargaining Unit Position.
  - (1) Except as provided by subsection (E)(2), for the purposes of calculating overtime compensation, the employee shall be compensated:
    - (i) One-half ( $\frac{1}{2}$ ) the applicable hourly rate for hours worked in excess of two hundred four (204) hours to two hundred sixteen (216) hours in any work period. The applicable hourly rate shall be the annual base salary plus applicable fringes divided by two thousand seven hundred fifty-six (2,756) hours.
    - (ii) Two (2) times the base hourly rate for hours worked in excess of two hundred sixteen (216) hours in any work period. The base hourly rate shall be the annual base salary divided by two thousand nine hundred twelve (2,912) hours.
  - (2) If an employee in a Bargaining Unit Position is attending mandated paramedic training to obtain the initial paramedic license, the employee shall be compensated one and one-half ( $1\frac{1}{2}$ ) times the employee's hourly rate for hours worked in excess of two hundred sixteen (216) hours in any work period for the purpose of attending mandated paramedic training. The applicable hourly rate shall be the annual base salary plus applicable fringes divided by two thousand seven hundred fifty-six (2,756) hours.
  - (3) An employee called in to work overtime shall be guaranteed a minimum of two (2) hours pay at the employee's overtime rate.
  - (4) In lieu of cash payment for overtime compensation,
    - (i) City may elect to provide employees compensatory time at the rate of two (2) hours compensatory time off for each hour of overtime worked, up to a maximum of four hundred eighty (480) hours of compensatory time.
    - (ii) An employee may elect to receive member elected compensatory time ("MECT") at the rate of two (2) hours compensatory time off for each hour of overtime worked, up to a maximum of forty-eight (48) hours. Unused MECT shall be paid at the base hourly rate applicable in the year in which the MECT hours were worked.

- (F) Except for the payment of unused MECT under subsection (E)(4)(ii), upon leaving city employment, an employee will be compensated for all unused compensatory time based on the higher rate of:
- (1) The average regular rate received by the employee during the last three (3) years of employment with the city; or
  - (2) The final regular rate received by the employee.

**SECTION 4 Payment of Wages**

- (A) The city shall issue paychecks, at minimum, on a bi-weekly basis.
- (B) Paychecks issued in 2022 will have gross wages calculated using the 2022 wage rates even if a portion of the pay period falls in 2021.

**SECTION 5 Firefighters' Pension and Disability Fund**

Each employee is eligible to participate in the 1977 Police Officers' and Firefighters' Pension and Disability Fund. The city shall pay the employer's percentage contribution to the pension plan as required by Indiana Code § 36-8-8-6, and the city will pay one percent (1%) of the employee's contribution to the pension plan to the extent the contribution is required by Indiana Code § 36-8-8-8.

**SECTION 6 Health Insurance**

Each employee must enroll in the city's group health insurance plan. The city shall pay eighty percent (80%) (Three Hundred Sixty-three and 09/100 Dollars (\$363.09)) and the employee shall pay twenty percent (20%) (Ninety and 77/100 Dollars (\$90.77)) toward the cost of the weekly health insurance premium, except the employee's share of cost of the health insurance premium will not exceed nine and one-half percent (9.5%) of the employee's annual household income.

**SECTION 7 Vacation Leave**

- (A) This subsection applies to the Fire Chief, Assistant Fire Chief, Certified Chief Inspector, Chief Inspector, Inspector I, Inspector II, and Civilian Firefighter positions.
- (1) Each employee shall receive vacation leave beginning on the employee's first anniversary date of employment with the Fire Department and each subsequent anniversary date as follows, unless a higher amount is established by an agreement at the time the employee is hired:
    - (i) One (1) year through seven (7) full years of service, the employee shall receive one hundred twelve (112) hours vacation leave.
    - (ii) Starting eight (8) years through fourteen (14) full years of service, the employee shall receive one hundred sixty-eight (168) hours vacation leave.
    - (iii) Starting fifteen (15) years of service, the employee shall receive two hundred twenty-four (224) hours vacation leave.
- (B) This subsection applies to the Battalion Chief position and each employee in a Bargaining Unit Position.
- (1) Each employee shall accrue vacation leave based on the following schedule:

- (i) Up to eight (8) years of service, the employee shall accrue twelve (12) hours of vacation leave per month up to one hundred forty-four (144) hours vacation leave.
  - (ii) Upon completion of eight (8) years of service, but less than fifteen (15) years of service, the employee shall accrue eighteen (18) hours of vacation leave per month up to two hundred sixteen (216) hours vacation leave.
  - (iii) Upon completion of fifteen (15) years of service, the employee shall accrue twenty-four (24) hours of vacation leave per month up to two hundred eighty-eight (288) hours vacation leave.
- (2) An employee with fifteen (15) or more years of service may request to receive payment for up to seventy-two (72) hours of vacation leave in lieu of the employee taking all of the employee's vacation leave. The employee's vacation leave will be adjusted accordingly based on the number of vacation leave hours converted to pay.
- (C) An employee shall receive payment for all earned and unused vacation leave upon termination of employment.
- (D) Vacation leave shall be paid at the employee's current wage rate.

**SECTION 8 Sick Leave**

- (A) This subsection applies to the Fire Chief, Assistant Fire Chief, Certified Chief Inspector, Chief Inspector, Inspector I, Inspector II, and Civilian Firefighter positions.
- (1) Each employee hired before January 1, 2013 shall accrue six (6) hours sick leave for each month of active employment up to a maximum of seven hundred twenty (720) hours sick leave.
  - (2) Each employee hired on or after January 1, 2013 shall accrue four (4) hours sick leave for each month of active employment up to a maximum of seven hundred twenty (720) hours sick leave.
  - (3) Any employee who has accrued sick leave in excess of seven hundred twenty (720) hours will not lose accrued sick leave in excess of seven hundred twenty (720) hours, but will not be allowed to add to the total sick leave hours accrued as of December 31, 2014.
  - (4) Each employee who has two hundred forty (240) hours sick leave accrued as of January 1st of any calendar year may sell the first forty-eight (48) hours of sick leave accrued that calendar year if not used during the calendar year at the rate of One Hundred Fifty Dollars (\$150) for each eight (8) hours of sick leave sold.
  - (5) Upon retirement, city will pay a retiring employee for each eight (8) hours of accrued sick leave over four hundred (400) hours, up to a maximum of eighty (80) hours, at the rate of One Hundred Dollars (\$100).
- (B) This subsection applies to the Battalion Chief position and each employee in a Bargaining Unit Position.
- (1) Each employee shall accrue twelve (12) hours sick leave for each month of active employment.
  - (2) If at the end of any calendar year an employee has seven hundred twenty (720) hours sick leave accrued (not counting sick leave to be sold back), the employee may elect to sell back to the city up to one hundred forty-four (144) hours of sick leave; however, the hours of sick leave sold back under this subsection cannot exceed the hours of sick leave earned the previous year less the sick leave used during that year.



- (3) If an employee has more than two thousand eight hundred eighty (2,880) hours sick leave accrued at the end of any calendar year (not counting sick leave to be sold back), the employee may sell up to seventy-two (72) hours of sick leave back to city in any calendar year. The total number of hours of sick leave (adding hours under subsections (B)(2) and (B)(3)) sold back by an employee may not exceed one hundred forty-four (144) hours in any calendar year.
  - (4) Upon retirement, City will pay a retiring employee for sick leave hours accrued between One thousand Six hundred Eighty (1,680) hours and Two thousand Four hundred (2,400) hours.
  - (5) Any sick leave hours sold back to city will be sold to city at the rate of Eight and 50/100 Dollars (\$8.50) per hour.
- (C) Except as provided by subsections (A)(4) and (A)(5) and subsections (B)(2), (B)(3) and (B)(5), sick leave shall be paid at the employee's current wage rate.

**SECTION 9 Personal Leave**

- (A) This subsection applies to the Fire Chief, Assistant Fire Chief, Certified Chief Inspector, Chief Inspector, Inspector I, Inspector II, and Civilian Firefighter positions.
- (1) Each employee shall receive forty (40) hours of paid personal leave each calendar year.
  - (2) An employee may carry over not more than fifty-six (56) hours of unused personal leave from a previous calendar year.
  - (3) Upon termination, the employee shall be paid for not more than eighty (80) hours of unused personal leave.
  - (4) In the event an employee commences employment after January 31 of the current calendar year, the employee's personal leave due shall be prorated based upon the length of employment from the employee's date of hire through December 31.
- (B) This subsection applies to the Battalion Chief position and each employee in a Bargaining Unit Position.
- (1) Each employee who has accrued forty-eight (48) hours of sick leave shall be entitled to take seventy-two (72) hours of personal leave per calendar year. An employee shall not be required to reduce their accrued sick leave in order to receive paid personal leave.
  - (2) An employee may not accrue personal leave from year to year. However, if an employee has unused personal leave at the end of the year, the employee shall be paid for such unused personal leave.
- (C) Personal leave shall be paid at the employee's current wage rate.

**SECTION 10 Holiday Compensation**

- (A) Non-Bargaining Unit Employees
- (1) Each Non-Bargaining Unit Employee shall receive two and two-tenths percent (2.2%) of the employee's annual base salary as holiday compensation for the following holidays:
    - (i) New Year's Day
    - (ii) Martin Luther King, Jr. Day
    - (iii) Memorial Day

- (iv) Independence Day
  - (v) Labor Day
  - (vi) Veteran's Day
  - (vii) Thanksgiving Day
  - (viii) Day following Thanksgiving Day
  - (ix) Christmas Eve
  - (x) Christmas Day
- (2) Holiday compensation shall be paid the last pay day in November.
  - (3) In the event a Non-Bargaining Unit Employee commences employment after January 1 of the current calendar year, the employee shall receive holiday compensation for only those holidays occurring after the employee's date of hire.
  - (4) In the event a Non-Bargaining Unit Employee terminates employment before December 31 of the current calendar year, the employee's holiday compensation due shall be prorated on an annual calendar year basis.

(B) Bargaining Unit Employees

Bargaining Unit Employees will not receive separate holiday compensation. Members may or may not work during a holiday observed by the City of Goshen based on normal scheduling and vacation selection. Therefore, each member's base salary takes these considerations into account

**SECTION 11 Annual Longevity Increase in Pay**

- (A) Each employee shall receive an annual longevity increase in pay bonus based on Two Hundred Dollars (\$200) per year of service, up to a maximum of Three Thousand Four Hundred Dollars (\$3,400) per year.
- (B) The annual longevity increase in pay due shall reflect the number of years and partial years completed by the employee at the end of the previous calendar year, and shall be included in the employee's regular bi-weekly paycheck.
- (C) Each employee in a Bargaining Unit Position shall receive a one-time bonus payment for more than twenty (20) years of continuous service to the department. The one-time payment shall be equal to fifteen percent (15%) of the current year's pay to a Private and shall be paid within thirty (30) days after to the employee's 20<sup>th</sup> anniversary date.

**SECTION 12 Twenty Year Bonus**

- (A) An employee who has attained at least twenty (20) years of full-time employment with the Fire Department shall receive an annual twenty (20) year bonus of Two Thousand Dollars (\$2,000).
- (B) An employee who attains their twentieth year of full-time employment after January 1 shall receive a prorated portion of the annual twenty (20) year bonus based on the portion of the year remaining after the employee attains their twentieth year of full-time employment.
- (C) An employee who has attained at least twenty (20) years of full-time employment shall receive a prorated portion of the annual twenty year bonus upon termination based on the portion of the year employed after January 1 of the current calendar year if:

- (1) The employee is in good standing with the city at the time of termination.
  - (2) The employee gives the city a minimum two (2) week written notice of the employee's intent to terminate employment with the city unless the employee is terminated by the city.
  - (3) The termination is due to a health condition of the employee making it impracticable for the employee to perform the duties and responsibilities of the employee's position or the termination is due to the death of the employee.
- (D) The twenty (20) year bonus shall be paid the last pay day of December or at the time of termination of employment.

**SECTION 13 Uniform Allowance**

- (A) Each employee shall receive an annual uniform allowance of Two Hundred Dollars (\$200) to purchase and maintain uniforms.
- (B) The uniform allowance shall be paid the first pay day of December.

**SECTION 14 Master Firefighter/Fire Officer I Certification Pay**

- (A) An employee who holds a Master Firefighter/Fire Officer I certification shall receive annual certification pay in the amount One Hundred Sixty Dollars (\$160), or a prorated portion thereof.
- (B) The certification pay shall be paid the first pay day in December.

**SECTION 15 Classification Pay**

- (A) An employee shall receive the following annual classification pay for each classification to which the employee is appointed.
- (1) Fire Training Instructor, Seven Hundred Fifty Dollars (\$750).
  - (2) Public Relations and Education, Five Hundred Dollars (\$500).
  - (3) Arson Investigator, Six Hundred Dollars (\$600).
  - (4) EMS Training Instructor, Seven Hundred Fifty Dollars (\$750).
  - (5) Command System Coordinator, Seven Hundred Fifty Dollars (\$750).
- (B) The classification pay will be included in the employee's regular bi-weekly paycheck.

**SECTION 16 Paramedic Pay**

- (A) An employee serving as an active paramedic shall receive a paramedic pay equal to nine percent (9%) of the base salary for a private.
- (B) An employee that is placed on restricted paramedic assignment shall receive thirty percent (30%) of the paramedic pay set forth in paragraph (A) for the year.
- (C) The paramedic pay will be paid the first pay day in December. In the event the employee drops or loses the paramedic license, the paramedic pay will be prorated accordingly.

**SECTION 17 Working Out of Classification; Dual Classification**

- (A) An employee in a Bargaining Unit Position carrying out the duties of a position or rank above which the employee normally holds shall be paid in accordance with the terms of the collective bargaining agreement.
- (B) An employee in a Bargaining Unit Position holding both Fire and EMS rank shall receive pay for both rank differentials held for as long as both ranks are held.

**SECTION 18 Funeral Leave**

An employee is entitled to five (5) consecutive calendar days off without the loss of pay in accordance with the terms of the collective bargaining agreement due to the death of an employee's immediate family member. An employee is entitled to one (1) day off without loss of pay in accordance with the terms of the collective bargaining agreement due to the death of an employee's family member other than an immediate family member. This section shall also apply to Non-Bargaining Unit Employees.

**SECTION 19 Duty-Related Illness or Injury**

An employee who suffers an injury or contracts an illness while performing the employee's duties shall receive pay and benefits and/or payment for the employee's care to treat the illness or injury in accordance with the terms of the collective bargaining agreement. This section shall also apply to Non-Bargaining Unit Employees.

**SECTION 20 Severance Pay**

- (A) An employee is entitled to severance pay in accordance with the terms of the collective bargaining agreement due to an illness or injury arising out of or in the course of the employee's duties and the illness or injury is of the nature, degree and/or duration necessary to qualify the employee for benefits under the applicable pension and disability fund. This section shall also apply to Non-Bargaining Unit Employees.
- (B) The severance pay will be fifty percent (50%) of the remainder of the following:
  - (1) The employee's pay and benefits for fifty-two (52) weeks, less
  - (2) The pay and benefits paid to the employee pursuant to Section 19, Duty-Related Illness or Injury.

**SECTION 21 Death Benefits**

The city shall pay the beneficiary of any employee who dies during the calendar year all benefits that the employee has not yet received.

**SECTION 22 Paramedic Hiring Bonus**

Upon approval of the Board of Public Works and Safety, a first-time employee of the Goshen Fire Department who is a licensed/certified paramedic shall be paid a one-time bonus of Seven Thousand Five

Hundred Dollars (\$7,500) in accordance with the terms and conditions of an agreement to be executed between the City of Goshen and the new employee.

**SECTION 23 Cell Phone Stipend**

- (A) For those employees who, for substantial business purposes, are regularly required to use a cell phone to perform the employees' job duties and responsibilities, the city will pay the employee a cell phone stipend as reimbursement if the employee elects to use the employee's personal cell phone for city business in lieu of the city providing the employee with a city-owned cell phone.
- (B) The cell phone stipend will be provided in accordance with city Cell Phone Policy. The amount of the stipend will not exceed the sum of Twenty-five Dollars (\$25) per month if the employee is required to have voice services only, or the stipend will not exceed the sum of Fifty Dollars (\$50) per month if the employee is required to have voice and data communication services.

**SECTION 24 Local Pension Board Secretary**

An employee serving as the secretary to the Local Pension Board shall receive additional compensation of Three Thousand Seven Hundred Seventy Dollars (\$3,770) per year. The additional compensation shall be included in the employee's regular bi-weekly paycheck while serving as secretary to the Local Pension Board.

[Continued next page.]

**EXHIBIT A**  
**2022 Base Wages**

|                           |                      |
|---------------------------|----------------------|
| Fire Chief                | \$3,451.60 Bi-weekly |
| Assistant Fire Chief      | \$3,230.29 Bi-weekly |
| Certified Chief Inspector | \$34.59 per Hour     |
| Chief Inspector           | \$32.08 per Hour     |
| Inspector I               | \$29.54 per Hour     |
| Inspector II              | \$27.87 per Hour     |
| Civilian Firefighter      | \$27.96 per Hour     |

|                      | <u>Annual Base Salary</u> | <u>Base Wage per Hour</u> |
|----------------------|---------------------------|---------------------------|
| Battalion Chief      | \$76,193                  | \$27.65 per Hour          |
| Captain              | \$64,863                  | \$23.54 per Hour          |
| Ambulance Captain    | \$64,863                  | \$23.54 per Hour          |
| Lieutenant           | \$61,587                  | \$22.35 per Hour          |
| Ambulance Lieutenant | \$61,587                  | \$22.35 per Hour          |
| Sergeant             | \$58,149                  | \$21.10 per Hour          |
| Ambulance Sergeant   | \$58,149                  | \$21.10 per Hour          |
| Private              | \$56,689                  | \$20.57 per Hour          |
| Probationary Private | \$56,689                  | \$20.57 per Hour          |

PASSED by the Goshen Common Council on December \_\_\_\_\_, 2021.

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

ATTEST:

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

PRESENTED to the Mayor of the City of Goshen on December \_\_\_\_\_, 2021, at the hour of \_\_\_\_\_ : \_\_\_\_\_  
\_\_\_\_.m.

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

APPROVED and ADOPTED on December \_\_\_\_\_, 2021.

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

# ORDINANCE 5103

## 2022 Compensation for Police Department Employees

BE IT ORDAINED, pursuant to Indiana Code § 36-8-3-3(d), the Goshen Common Council approves the 2022 maximum compensation, including wages and benefits, for Goshen Police Department employees as follows:

### **SECTION 1 Application of Ordinance**

- (A) All positions covered by this ordinance are considered full-time positions.
- (B) For the purposes of this ordinance, when reference is made to “non-bargaining unit employees”, “non-bargaining unit positions”, or a category of employees that are not covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
  - (1) Police Chief,
  - (2) Assistant Police Chief,
  - (3) Division Chief,
  - (4) Special Police Officer,
  - (5) Special Police Officer – Investigations & Community Relations, and
  - (6) Secretary.
- (C) For the purposes of this ordinance, when reference is made to “bargaining unit employees”, “bargaining unit positions”, or a category of employees that are covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
  - (1) Captain,
  - (2) Lieutenant,
  - (3) Detective,
  - (4) Sergeant,
  - (5) Patrol Officer,
  - (6) Probationary Patrol Officer, and
  - (7) School Resource Officer.
- (D) For the purposes of this ordinance, when reference is made to a “civilian employee” or a “civilian employee position” covered by this ordinance, this reference shall apply to the following positions:



- (1) Special Police Officer,
  - (2) Special Police Officer – Investigations & Community Relations, and
  - (3) Secretary.
- (E) This ordinance does not apply to compensation paid to any civilian employee positions not listed in paragraph (D), and the Civilian Police Chief position. All said positions are covered by the ordinance fixing the compensation for the Civil City employees.

**SECTION 2 Conflicting Provisions**

Should the terms of the collective bargaining agreement between the City of Goshen and Elkhart FOP Lodge 52, Inc., representing all full-time sworn police officers of the Goshen Police Department, be more favorable than the provisions of this ordinance, then the bargaining unit employees shall be compensated in accordance with the terms of the collective bargaining agreement.

**SECTION 3 Wages**

- (A) Exhibit A, 2022 Base Wages, sets forth the maximum base wages for all employees. The executive shall set the compensation for all employees within the maximum amounts established by this ordinance and, for those bargaining unit employees, in accordance with the amounts established by the collective bargaining agreement.
- (B) The Police Chief, Assistant Police Chief, and Division Chief positions shall be compensated on a salary basis.
- (C) The Special Police Officer, Special Police Officer – Investigations & Community Relations, and Secretary positions shall be compensated for all hours worked in a seven-day work period in accordance with the Fair Labor Standards Act.
- (D) This subsection applies to each employee in a bargaining unit position.
  - (1) With the exception of employees attending the basic Indiana Law Enforcement Training Academy, any employee who works in excess of nine (9) hours in one (1) work day shall be compensated either overtime pay at the rate of one and one-half (1½) times the employee’s prevailing hourly rate, or compensatory time off at the rate of one and one-half (1½) hours for each hour of overtime worked.
  - (2) An employee attending the basic Indiana Law Enforcement Training Academy shall receive compensatory time off at the rate of one and one-half (1½) hours for each hour worked in excess of eighty-one (81) hours in the work period.
- (E) Upon leaving city employment, an employee will be compensated for all unused compensatory time based on the higher rate of:
  - (1) The average regular rate received by the employee during the last three (3) years employment with the city; or
  - (2) The final regular rate received by the employee.

**SECTION 4 Payment of Wages**

- (A) The city shall issue paychecks, at minimum, on a bi-weekly basis.
- (B) Paychecks issued in 2022 will have gross wages calculated using the 2022 wage rates even if a portion of the pay period falls in 2021.

**SECTION 5 Police Officers' Pension and Disability Fund**

Each police officer, excluding a Special Police Officer and Special Police Officer – Investigations & Community Relations, is eligible to participate in the 1977 Police Officers' and Firefighters' Pension and Disability Fund. The city shall pay the employer's percentage contribution to the pension plan as required by Indiana Code § 36-8-8-6, and the city will pay two percent (2%) of the employee's contribution to the pension plan to the extent the contribution is required by Indiana Code § 36-8-8-8.

**SECTION 6 Public Employees' Retirement Fund**

Each civilian employee is eligible to participate in the Public Employees' Retirement Fund (PERF). The city shall pay both the employer's and employee's contributions to the PERF.

**SECTION 7 Health Insurance**

Each employee must enroll in the city's group health insurance plan. The city shall pay eighty percent (80%) (Three Hundred Sixty-three and 09/100 Dollars (\$363.09)) and the employee shall pay twenty percent (20%) (Ninety and 77/100 Dollars (\$90.77)) toward the cost of the weekly health insurance premium, except the employee's share of cost of the health insurance premium will not exceed nine and one-half percent (9.5%) of the employee's annual household income.

**SECTION 8 Vacation Leave**

- (A) Each employee shall receive vacation leave beginning on the employee's first anniversary date of employment with the Police Department and each subsequent anniversary date as set forth below, unless a higher amount is established by an agreement at the time the employee is hired:
  - (1) One (1) year through seven (7) full years of service, the employee shall receive one hundred twenty-six (126) hours vacation leave.
  - (2) Starting eight (8) years through fourteen (14) full years of service, the employee shall receive one hundred eighty-nine (189) hours vacation leave.
  - (3) Starting fifteen (15) years of service, the employee shall receive two hundred fifty-two (252) hours vacation leave.
- (B) An employee shall receive payment for all earned and unused vacation leave upon termination of employment.
- (C) Vacation pay shall be paid at the employee's current wage rate.

**SECTION 9 Sick Leave**

- (A) Each employee shall accrue six and three-quarter (6.75) hours sick leave for each month of employment up to a maximum of eight hundred ten (810) hours sick leave.
- (B) Any employee who has accrued sick leave in excess of eight hundred ten (810) hours, but less than one thousand six hundred twenty (1,620) hours will not lose the accrued sick leave, but will not be allowed to add to the total sick leave hours accrued as of December 31, 2001.
- (C) Each employee who has two hundred seventy (270) hours sick leave accrued as of January 1st of any calendar year may sell the first fifty-four (54) hours of sick leave accrued that calendar year if not used during the calendar year at the rate of One Hundred Fifty Dollars (\$150) for each nine (9) hours of sick leave sold.
- (D) Upon retirement, city will pay a retiring employee for each nine (9) hours of accrued sick leave over four hundred fifty (450) hours, up to a maximum of ninety (90) hours, at the rate of One Hundred Dollars (\$100).
- (E) Except as provided by subsections (C) and (D), sick leave shall be paid at the employee's current wage rate.

**SECTION 10 Personal Leave**

- (A) Each employee shall receive forty-five (45) hours of paid personal leave per calendar year.
- (B) An employee may carry over not more than sixty-three (63) hours of unused personal leave from a previous calendar year.
- (C) Upon termination, the employee shall be paid for not more than ninety (90) hours of unused personal leave.
- (D) In the event an employee commences employment after January 31 of the current calendar year, the employee's personal leave due shall be prorated based upon the length of employment from the employee's date of hire through December 31.
- (E) Personal leave shall be paid at the employee's current wage rate.

**SECTION 11 Holiday Compensation**

- (A) Each employee shall receive holiday compensation for eleven (11) unspecified holidays.
  - (1) Holiday compensation for the Police Chief, Assistant Police Chief and Division Chief positions shall be based on the employee's annual base salary divided by two thousand one hundred six (2,106) and multiplied by ninety-nine (99).
  - (2) Holiday compensation for the civilian employee positions shall be based on the employee's base wage per hour, multiplied by eight (8) hours per holiday, and multiplied by eleven (11) holidays per calendar year.

- (3) Holiday compensation for each employee in a bargaining unit position shall be based on the employee's regular daily wage (nine (9) hours multiplied by the regular hourly rate of base pay) multiplied by eleven (11) holidays per calendar year.
- (B) Holiday compensation shall be paid the first pay day in November.
- (C) In the event an employee commences employment after January 1 of the current calendar year, the employee's holiday compensation due shall be prorated based upon the length of employment from the employee's date of hire through December 31.
- (D) In the event an employee terminates employment before December 31 of the current calendar year, the employee's holiday compensation due shall be prorated on an annual calendar year basis.

**SECTION 12 On-Call Pay**

The officer assigned to be on-call as a detective, the officer assigned to be on-call as an evidence technician, and the Secretary assigned to be on-call as an evidence technician will be paid Eleven and 43/100 Dollars (\$11.43) per day as on-call pay.

**SECTION 13 Longevity Increase**

- (A) City shall pay those employees having exceeded twenty (20) years of service an annual longevity bonus of Two Thousand Dollars (\$2,000.00), or the prorated portion due at the time of payment. after the employee has completed one continuous year of employment with the Department, the employee shall receive an annual longevity increase in accordance with the following schedule up to a maximum of Five Thousand Four Hundred Dollars (\$5,400). The employee shall continue to receive Five Thousand Four Hundred Dollars (\$5,400) each subsequent year after the employee's twentieth year of employment with the Department.

|          | <u>Annual Longevity Increase</u> | <u>Annual Total</u> |
|----------|----------------------------------|---------------------|
| 1 Year   | \$200                            | \$200               |
| 2 Years  | \$200                            | \$400               |
| 3 Years  | \$200                            | \$600               |
| 4 Years  | \$200                            | \$800               |
| 5 Years  | \$200                            | \$1,000             |
| 6 Years  | \$200                            | \$1,200             |
| 7 Years  | \$200                            | \$1,400             |
| 8 Years  | \$200                            | \$1,600             |
| 9 Years  | \$200                            | \$1,800             |
| 10 Years | \$200                            | \$2,000             |
| 11 Years | \$200                            | \$2,200             |
| 12 Years | \$200                            | \$2,400             |
| 13 Years | \$200                            | \$2,600             |
| 14 Years | \$200                            | \$2,800             |
| 15 Years | \$200                            | \$3,000             |
| 16 Years | \$200                            | \$3,200             |

|           |       |         |
|-----------|-------|---------|
| 17 Years  | \$200 | \$3,400 |
| 18 Years  | \$660 | \$4,060 |
| 19 Years  | \$670 | \$4,730 |
| 20 Years  | \$670 | \$5,400 |
| 21+ Years | \$0   | \$5,400 |

- (B) The annual longevity increase is to be included in the employee's regular biweekly check on a pro rata basis and adjusted annually as of the employee's anniversary date.

**SECTION 14 Clothing Allowance**

- (A) Each employee who has completed at least one (1) year of employment with the Police Department shall receive an annual clothing allowance to purchase and maintain uniforms based on the following schedule:
- (1) Police officers, excluding a Special Police Officer and Special Police Officer – Investigations & Community Relations, One Thousand Five Hundred Dollars (\$1,500).
  - (2) Civilian employees, One Thousand Three Hundred Sixty-nine Dollars (\$1,369).
- (B) The clothing allowance shall consist of two (2) equal checks payable the first pay day of April and the first pay day of October.

**SECTION 15 Technical Skills Pay**

- (A) An employee certified to have a technical skill beneficial to the Department shall receive annual technical skills pay based on the following schedule for up to five (5) technical skills certifications.
- (1) First technical skill, Five Hundred Dollars (\$500).
  - (2) Second technical skill, Three Hundred Dollars (\$300).
  - (3) Third technical skill, Three Hundred Dollars (\$300).
  - (4) Fourth technical skill, Two Hundred Fifty Dollars (\$250)
  - (5) Fifth technical skill, Two Hundred Fifty Dollars (\$250).
- (B) The technical skills pay shall be included in the employee's regular bi-weekly paycheck.

**SECTION 16 Patrol Officer in Charge of Shift**

- (A) A patrol officer covered by the collective bargaining agreement who serves as the officer in charge of a shift or half-shift shall receive a bonus of Twenty-five Dollars (\$25) for each shift, or Twelve and 50/100 Dollars (\$12.50) for each half-shift.
- (B) The patrol officer in charge pay shall be included in the employee's next regular bi-weekly paycheck.

- (C) This section does not apply to a Sergeant, Lieutenant, Captain, Detective, or appointed rank such as School Resource Officer.

**SECTION 17 Field Training Officer**

- (A) A police officer covered by the collective bargaining agreement acting as a field training officer with a new recruit shall receive specialty pay in the amount of Thirty Dollars (\$30) for each shift, or Fifteen Dollars (\$15) for each half-shift.
- (B) The specialty pay shall be included in the employee's next regular bi-weekly paycheck.
- (C) This section does not apply to a Detective or appointed rank such as School Resource Officer.

**SECTION 18 Other Specialty Pay**

- (A) A police officer covered by the collective bargaining agreement acting in the following positions shall receive the following additional annual compensation as specialty pay:
  - (1) Detective Team Leader, One Thousand Two Hundred Dollars (\$1,200).
  - (2) Field Training Officer Supervisor, One Thousand Two Hundred Dollars (\$1,200).
  - (3) Honor Guard Commander, One Thousand Two Hundred Dollars (\$1,200).
  - (4) S.W.A.T. Commander, One Thousand Two Hundred Dollars (\$1,200).
  - (5) S.W.A.T. Assistant Commander, One Thousand Two Hundred Dollars (\$1,200).
- (B) The specialty pay shall be paid quarterly and prorated based on the actual time the officer spends in a position.

**SECTION 19 Non-Rank Departmental Positions**

- (A) A police officer covered by the collective bargaining agreement appointed to the School Resource Officer position shall receive the pay as authorized in Exhibit A while assigned to the School Resource Officer position unless the officer is a Probationary Patrol Officer. If the officer is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period.
- (B) A police officer covered by the collective bargaining agreement appointed as Training Officer shall receive the pay of the officer's actual rank or Lieutenant's pay, whichever is higher, while assigned to the Training Officer position unless the officer is a Probationary Patrol Officer. If the officer is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period.
- (C) A police officer covered by the collective bargaining agreement appointed to a position in the Drug Unit shall receive the pay of the officer's actual rank or Lieutenant's pay, whichever is higher, while assigned to the position in the Drug Unit unless the officer is a Probationary Patrol Officer. If the officer is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period.

- (D) A police officer covered by the collective bargaining agreement placed in charge of the Elkhart County Drug Unit shall receive the pay of the officer's actual rank or Captain's pay, whichever is higher, while placed in charge of the Elkhart County Drug Unit.

**SECTION 20 Shift Differential**

- (A) A police officer covered by the collective bargaining agreement that is regularly assigned to work an afternoon or night watch shall receive annual shift differential pay, or a prorated portion thereof, based on the following schedule.
  - (1) Afternoon watch, Three Hundred Fifty Dollars (\$350).
  - (2) Night watch, Five Hundred Dollars (\$500).
- (B) The shift differential pay shall be included in the employee's regular bi-weekly paycheck.

**SECTION 21 Tuition Reimbursement**

A police officer covered by the collective bargaining agreement is entitled to tuition reimbursement in accordance with the terms of the collective bargaining agreement for successful completion of a college undergraduate or graduate course. Reimbursement is limited to a maximum of six (6) credit hours per calendar year, and shall be limited to the cost of a credit hour at Indiana University-Bloomington.

**SECTION 22 Wellness Program**

Each employee is eligible to receive reimbursement for up to Two Hundred Dollars (\$200) per year for participation in a wellness program in accordance with the terms of the collective bargaining agreement. This section shall also apply to non-bargaining unit employees.

**SECTION 23 Court Time Pay**

- (A) Each employee in a bargaining unit position is entitled to court time pay in accordance with the terms of the collective bargaining agreement. Court time pay shall be based on the employee's current overtime rate of pay, and a guaranteed minimum of two (2) hours shall be paid.
- (B) Any employee in a bargaining unit position who retires or leaves the department due to a medical disability or leaves without disciplinary proceedings and is required to testify on behalf of the city or state shall be paid at the rate of pay the former employee last held in accordance with the terms of the collective bargaining agreement.

**SECTION 24 Funeral Leave**

An employee is entitled to three (3) work days off without loss of pay in accordance with the terms of the collective bargaining agreement due to the death of an employee's immediate family member. This section shall also apply to non-bargaining unit employees.

**SECTION 25 Duty-Related Illness or Injury**

A police officer who suffers an injury or contracts an illness while performing the employee's duties shall receive pay and benefits and/or payment for the employee's care to treat the illness or injury in accordance with the terms of the collective bargaining agreement. This section shall also apply to the Police Chief, Assistant Police Chief and Division Chief positions.

**SECTION 26 Cell Phone Stipend**

- (A) For those employees who, for substantial business purposes, are regularly required to use a cell phone to perform the employee's job duties and responsibilities, the city will pay the employee a cell phone stipend as reimbursement if the employee elects to use the employee's personal cell phone for city business in lieu of the city providing the employee with a city-owned cell phone.
- (B) The cell phone stipend will be provided in accordance with city Cell Phone Policy. The amount of the stipend will not exceed the sum of Twenty-five Dollars (\$25) per month if the employee is required to have voice services only, or the stipend will not exceed the sum of Fifty Dollars (\$50) per month if the employee is required to have voice and data communication services.

**SECTION 27 Residency Bonus**

A police officer shall receive an annual residency bonus in the amount of One Thousand Dollars (\$1,000), or a prorated portion thereof, based on the period of time the police officer resides on a permanent basis in the Goshen city limits in accordance with the current Residency Bonus Policy.

**SECTION 28 Hiring Bonus**

- (A) A new employee meeting the eligibility prerequisites before beginning employment as a police officer with the Goshen Police Department is eligible to receive a hiring bonus in accordance with the terms of the collective bargaining agreement and the terms and conditions of an agreement to be executed between the City of Goshen and the employee. The amount of the hiring bonus and when it will be paid will be determined by the Board of Public Works and Safety. In addition, upon commencement of employment, the eligible police officer will receive a base wage equal to the base wage paid to a patrol officer as set forth in Exhibit A and the eligible police officer will receive forty-five (45) hours of paid sick leave.
- (B) The eligibility prerequisites include the police officer having completed the minimum Tier I basic training requirements and having an active certification with the Indiana Law Enforcement Training Board. The police officer must have served with another Indiana law enforcement agency a minimum of one year and have separated from the other agency within twelve (12) months of accepting first-time employment with the Goshen Police Department.

**SECTION 29 Local Pension Board Secretary**

An employee serving as the secretary to the Local Pension Board shall receive additional compensation of Three Thousand Seven Hundred Seventy Dollars (\$3,770) per year. The additional compensation shall be included in the employee's regular bi-weekly paycheck while serving as secretary to the Local Pension Board.



**EXHIBIT A**  
**2022 Base Wages**

**POLICE OFFICERS**

|                             | <u>Annual Base Salary</u> | <u>Bi-Weekly Salary</u>   |
|-----------------------------|---------------------------|---------------------------|
| Police Chief                |                           | \$3,488.61                |
| Assistant Police Chief      |                           | \$3,256.13                |
| Division Chief              |                           | \$2,977.27                |
|                             | <u>Annual Base Salary</u> | <u>Base Wage per Hour</u> |
| Captain                     | \$70,032                  | \$33.25                   |
| Lieutenant                  | \$64,876                  | \$30.81                   |
| School Resource Officer     | \$64,876                  | \$30.81                   |
| Detective                   | \$64,876                  | \$30.81                   |
| Sergeant                    | \$61,479                  | \$29.19                   |
| Patrol Officer              | \$58,181                  | \$27.63                   |
| Probationary Patrol Officer | \$53,527                  | \$25.42                   |

**CIVILIAN EMPLOYEES**

|  | <u>Base Wage per Hour</u> |
|--|---------------------------|
| Special Police Officer:  | \$25.18                   |
| Special Police Officer – Investigations &<br>Community Relations | \$25.68                   |
| Secretary  | \$22.50                   |

PASSED by the Goshen Common Council on December \_\_\_\_\_, 2021.

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

ATTEST:

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

PRESENTED to the Mayor of the City of Goshen on December \_\_\_\_\_, 2021, at the hour of \_\_\_\_\_ : \_\_\_\_\_  
\_\_\_\_.m.

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

APPROVED and ADOPTED on December \_\_\_\_\_, 2021.

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

**INTERLOCAL AGREEMENT**  
**BETWEEN THE CITY OF GOSHEN AND ELKHART TOWNSHIP**  
**FOR FIRE AND AMBULANCE SERVICES**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Goshen, Indiana ("Goshen") and Elkhart Township, Elkhart County, Indiana ("Elkhart Township") (both parties are collectively referred to as "Parties").

WITNESSETH:

WHEREAS Elkhart Township historically has provided fire protection service and emergency medical service ("EMS") in the unincorporated areas of Elkhart Township, Elkhart County, Indiana; and

WHEREAS Goshen has a willingness to provide fire protection service and EMS in the unincorporated areas of Elkhart Township, and to be fairly compensated for such services, under the terms and conditions of this Agreement.

NOW, THEREFORE in consideration of the foregoing and of the promises and commitments herein contained, the parties hereby agree as follows:

1. Definition of Services. The term "Services" shall refer to answering and responding to all calls to extinguish fires; all calls for EMS; and all other emergency services, including response to natural and man-made disasters, rescues, hazmat response, and other calls for service an ordinary resident would expect to be provided by a fire department.
2. Purpose. Goshen agrees to provide Services in the unincorporated portions of Elkhart Township with the necessary personnel and equipment, consistent with firefighting and EMS practices and procedures practiced within the municipal boundaries of the City of Goshen, Indiana by Goshen's Fire Department. Goshen shall answer calls for service in the unincorporated portions of Elkhart Township as expeditiously as possible, and consistent with its practice of responding to calls for service within the municipal boundaries of the City of Goshen, taking all factors into consideration, including its need to respond to multiple calls for service occurring simultaneously.

3. Administration. Goshen shall serve as the lead agency for the Services, and assumes and agrees to be responsible for the overall administration of the Services, and Goshen shall furnish the Services to Elkhart Township, Elkhart County, Indiana, under the following terms and conditions:

a. On or before January 1, 2022, Elkhart Township shall transfer to Goshen title to its real estate, improvements, and all equipment used for Services (a list of such assets is attached hereto as Exhibit A), free of any claims by third parties. Also on or before January 1, 2022, Elkhart Township shall pay to Goshen the amount necessary to equip both Elkhart Township engines and its Quint with firefighter airway protection equipment consistent with the scope of equipment and approximate costs contained in Exhibit B, attached hereto. Goshen shall return to Elkhart Township all assets transferred pursuant to this paragraph if it unilaterally terminates this Agreement prior to December 31, 2029.

b. Elkhart Township shall pay to the City of Goshen on or before January 15, 2023, the sum of Four Hundred Thousand Dollars (\$400,000) for Services provided by Goshen through December 2023. On or before January 15 of 2024, 2025, and 2026, Elkhart Township shall pay to the City of Goshen, the sum of Three Hundred Fifty Thousand Dollars (\$350,000) for Services provided by Goshen through December 31 of each of such year (2024, 2025, and 2026).

Beginning for the year 2027, Goshen shall provide to Elkhart Township the cost of providing Services for the following year by March 31 of the preceding year. For instance, on March 31, 2026, Goshen shall provide the cost of providing Services to Elkhart Township for Services in 2027. Elkhart Township will then have until April 30 of each such year to accept the cost of Services and, if the cost of Services is not accepted, then this Agreement shall terminate December 31 of the year in which the cost of services is not accepted. Payments shall be made by Elkhart Township in two equal installments – on or before June 30 and on or before December 31 of the year in which services are provided.

c. This Agreement shall remain in effect until terminated pursuant to the terms of this Agreement, or by one party giving the other party notice of termination at least One Hundred Eighty (180) days' notice prior to the expiration of the then current term of this Agreement.

d. City will bill persons receiving EMS services in the unincorporated portions of Elkhart Township, or the person's insurance carrier, if any, for services provided based on the City of Goshen's ambulance/medical user fee schedule for non-residents that is in effect at the time services are provided. The City of Goshen reserves the right to modify the ambulance/medical user fee schedule from time to time in

accordance with the statutory procedures for the establishment or modification of such user fee.

e. Questions of administration of this Agreement shall be decided by a joint board comprised of the Elkhart Township Trustee and the City of Goshen Fire Chief.

f. The parties specifically acknowledge that this Agreement does not address or impose upon City any additional standards or duties which it does not specifically assume under the terms of this Agreement, and that no further understanding, commitments or agreements exist pertaining to the Services specified in this agreement.

g. Goshen shall be responsible to perform the following:

i. Maintaining the documents, contracts, notices, and other records in connection with the Services, including the financial records and providing a financial summary to the Parties for all funds expended and received in connection with the Services;

ii. Providing such other general administrative services as are necessary to complete the Services; and

iii. Receiving, disbursing, and accounting for all monies of the joint undertaking through its Clerk-Treasurer.

4. Filing Requirements. Within thirty (30) days after the approval and execution of this Agreement, Goshen shall have this Agreement recorded and filed with the appropriate governmental offices and agencies as required by Indiana Code.

5. Supplemental Documents. The Parties agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Agreement.

6. Non-Discrimination. Pursuant to Indiana Code § 22-9-1-10, neither Goshen, nor any of its contractors or subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement with respect to hire, tenure, terms or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

7. Anti-Nepotism. Goshen is aware of the provisions under Indiana Code § 36-1-21 with respect to anti-nepotism in contractual relationships with governmental entities, and shall comply with such statute.

8. Investment Activity. Pursuant to Indiana Code § 5-22-16.5, Goshen certifies that it is not engaged in investment activities in Iran.

9. E-Verify Program. Pursuant to Indiana Code § 22-5-1.7-11, Goshen agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of Goshen after

the date of the Agreement through the E-Verify Program as defined in Indiana Code § 22-5-1.7-3. Goshen further represents and certifies subject to the pains and penalties of perjury that it does not knowingly employ an unauthorized alien.

10. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual written consent of the parties, by the adoption of a resolution approving said amendment as provided by law, and by the execution of said amendment by the parties.

11. No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

12. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement, and to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

13. Indiana Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

14. Notice. Any notices required or permitted under this Agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United State mail, certified mail, return receipt requested, with proper postage affixed thereto, and which notices shall be effective three (3) days after date of mailing:

|                          |   |
|--------------------------|---|
| <b>Goshen:</b>           | City of Goshen<br>c/o Goshen Legal Department<br>204 East Jefferson Street, Suite 2<br>Goshen, IN 46528         |
| <b>Elkhart Township:</b> | Elkhart Township<br>c/o Charles C. Cheek, Township Trustee<br>106 N. 5 <sup>th</sup> Street<br>Goshen, IN 46528 |

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph.

15. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned without the express written consent of the non-assigning party.

16. Counterparts. This Agreement may be executed in multiple counterparts with multiple but separate signature pages, with the multiple counterparts and multiple but separate signature pages constituting one single and unified Agreement when combined.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

City of Goshen, Indiana

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

ATTEST:

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

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared Jeremy P. Stutsman, Mayor and Richard R. Aguirre, Clerk-Treasurer, and acknowledged that as said representatives, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of the City of Goshen, Indiana, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County, IN

My Commission Expires:  
\_\_\_\_\_

**Elkhart Township**

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

ATTEST:

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

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, a Notary Public in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared \_\_\_\_\_, and acknowledged that as said representative executed the foregoing Interlocal Agreement for and on behalf of, and in the name of the Elkhart Township, Elkhart County, Indiana, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County, IN

My Commission Expires:  
\_\_\_\_\_



APPROVAL

The City of Goshen Common Council hereby approves of the above and foregoing Interlocal Agreement this \_\_\_ day of \_\_\_\_\_, 2020.

CITY OF GOSHEN COMMON COUNCIL

By: \_\_\_\_\_  
Jeremy P. Stutsman, Presiding Officer

ATTEST:

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

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, a Notary Public in and for said County and State, this \_\_\_ day of \_\_\_\_\_, 2020, personally appeared Jeremy P. Stutsman, Mayor and Richard R. Aguirre, Clerk-Treasurer, and acknowledged that as said representatives, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of the City of Goshen, Common Council, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County, IN

My Commission Expires:  
\_\_\_\_\_

APPROVAL

The Elkhart Township Trustees hereby approves of the above and foregoing Interlocal Agreement this \_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
Presiding Officer

ATTEST:

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

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, a Notary Public in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared \_\_\_\_\_, Township Board President, and \_\_\_\_\_, Township Board Member, and acknowledged that as said representatives, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of the Elkhart Township Board for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County, IN

My Commission Expires:  
\_\_\_\_\_

This instrument was prepared by Bodie J. Stegelmann, 18180-20, City Attorney,  
City of Goshen, Indiana, 204 E. Jefferson, Suite 2, Goshen, Indiana 46526.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Bodie J. Stegelmann

**Elkhart Township Apparatus/Equipment/Properties**

| <b>Make</b>                | <b>Year</b> | <b>Model</b>      | <b>VIN</b>        | <b>Pump/Tank</b>         | <b>Other</b> |
|----------------------------|-------------|-------------------|-------------------|--------------------------|--------------|
| KME - Engine 11            | 2005        | Panther           | 1K9AF42805N058950 | Hale 1250 gpm/1,000 gal  |              |
| Mack - Tanker 12           | 2001        | RD668S            | 1M2P267C21M059648 | No pump/3,000 gal        |              |
| Freightliner - Tanker 25   | 2007        |                   | 1FVHCYDA77HX48207 | 250 gpm/3,000 gal        |              |
| Grass Rig - Truck 13       | 1997        | Chevrolet C25 4WD | 1GCGK24R5VZ254156 | 250 gpm/200 gal          |              |
| KME 75' Aerial             | 2003        |                   | 1K9AF64843N058620 | 1,500 gpm/650 gal        |              |
| KME Engine 21              | 2011        |                   | 1K9AF286BN058074  | Hale 1,500 gpm/1,000 gpm |              |
| Sylvan Rescue Boat         | 1994        | 1448JS/14 ft      | SYL25157D494      |                          |              |
| Trailmaster Trailer (Boat) | 1994        | 1250F             | 45JABAM1XR1000898 |                          |              |
| Evinrude Motor 15hp        | 1994        |                   | 3523999           |                          |              |

Station Generator @ each station - no info available

Station #1  
 308 Ebgert Rd  
 Goshen, IN. 46526

Station #2  
 201 S. 22nd Street

*Exhibit A*

For Elkhart Township's apparatus to be compliant with our response protocol for firefighter airway protection at GFD;

- Outfit both Elkhart Township engines and Quint with 4 air packs each (12 total). The air packs we use are MSA G1 and MSA G1 with an I-tic. This unit is an officer pack with a built in camera for the officer to keep track of his/her crew allowing for an increased margin of safety for our staff. The split here is 8-MSA G1 and 6-MSA G1 with I-tic
- Outfit each tanker with one air pack (2 total) for the driver's airway protection (MSA G1).
- Assign a RIT pack (1) to an engine; this a set up used for a downed firefighter rescue should it occur and:
- Purchase 14 air bottles to allow us to assign spare bottles to each apparatus; allowing a firefighter to recycle after their first initial air bottle use.

Cost break down (estimates):

8 - MSA G1 - \$62,400

6 - MSA G1 with I-tic - \$54,000

1 - RIT pack - \$7,500

14 - Spare bottles - \$25,200

Total - \$149,100

Exhibit B

**COMMON COUNCIL RESOLUTION 2021-33**

**Interlocal Agreement with Elkhart Township, Elkhart County, Indiana  
for Fire and Ambulance Services**

WHEREAS Elkhart Township historically has provided fire protection service and emergency medical service (“EMS”) in the unincorporated areas of Elkhart Township, Elkhart County, Indiana.

WHEREAS Goshen has a willingness to provide fire protection service and EMS in the unincorporated areas of Elkhart Township, and to be fairly compensated for such services.

WHEREAS pursuant to Indiana Code § 36-1-7 et seq., a power that may be exercised by one governmental entity may be exercised by one entity on behalf of another governmental entity if the entities enter into a written agreement under Indiana Code § 36-1-7-3.

WHEREAS the provision of fire protection service and EMS will be provided pursuant to the terms and conditions of the Interlocal Agreement attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council approves the terms and conditions of the Interlocal Agreement with Elkhart Township, Elkhart County, Indiana for Fire and Ambulance Services attached to and made a part of this resolution.

PASSED by the Goshen Common Council on December \_\_\_\_, 2021.

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

ATTEST:

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

PRESENTED to the Mayor of the City of Goshen on December \_\_\_\_, 2021, at the hour of \_\_\_\_:\_\_\_\_.m.

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

APPROVED and ADOPTED on December \_\_\_\_, 2021.

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

**ORDINANCE 5111**

**AN ORDINANCE AMENDING ORDINANCE 4201, ORDINANCE 4339,  
AND ORDINANCE 4526  
CREATING THE GOSHEN COMMUNITY RELATIONS COMMISSION  
AND PRESCRIBING THE POWERS AND DUTIES OF THE COMMISSION**

WHEREAS, Indiana Code 22-9-1 is known as the Indiana Civil Rights Law;

WHEREAS, Indiana Code 22-9-1-12.1 authorizes the adoption of an ordinance by a city to effectuate within its territorial jurisdiction the public policy of the state as declared in Indiana Code 22-9-1-2;

WHEREAS, Indiana Code 22-9.5-4-1 authorizes the creation of a Community Relations Commission in accordance with Indiana Code 22-9-1-12.1 to administer the provisions of Indiana Housing Code as forth in Indiana Code 22-9.5 and adopted by local Ordinance 3258 (Fair Housing Ordinance) as amended by Ordinance 4340;

WHEREAS, the Common Council of the City of Goshen created a Community Relations Commission to foster communication and understanding within the diverse cultures in the community; and

WHEREAS, the Common Council has, from time to time, amended the ordinance that established the Community Relations Commission and now seeks to further amend such ordinance by adjusting the number of members comprising the Community Relations Commission and adjusting the number of members constituting a quorum of members.

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Goshen, Indiana, that Community Relations Ordinance 4201, as amended by Ordinance 4339 and Ordinance 4526, is amended to read as follows:

**Section One. Public Policy**

- A. It is the public policy of the City of Goshen to provide all of its citizens equal opportunity for education, employment, access to public conveniences and accommodations, and acquisition through purchase or rental of real property, including but not limited to housing, and to eliminate segregation or separation based solely on race, religion, color, sex, disability, national origin or ancestry, since such segregation is an impediment to equal opportunity. Equal education and employment opportunities and equal access to and use of public accommodations and equal opportunity for acquisition of real property are declared to be civil rights to be protected by the City of Goshen by the means of this ordinance and the City's Fair Housing Ordinance.
- B. The practice of denying these rights to properly qualified persons by reason of the race, religion, color, sex, disability, national origin, or ancestry of such person is contrary to the principles of freedom and equality of opportunity and is a burden to the objectives of the public policy of the City and shall be considered as discriminatory practices. The promotion of equal opportunity without regard to race, religion, color, sex, disability, national origin, or ancestry through reasonable methods is the purpose of this ordinance.
- C. It is also the public policy of the City to protect employers, labor organizations, employment agencies, property owners, real estate brokers, builders, and lending institutions from unfounded

charges of discrimination.

- D. It is declared to be contrary to the public policy of the City and unlawful practice for any person, for profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, religion, color, sex, disability, national origin, or ancestry.

**Section Two. Commission Created**

There is created a local civil rights commission to be known as the Goshen Community Relations Commission to effectuate within the city limits of Goshen the public policy of the City as declared in Section One of this ordinance.

**Section Three. Membership of Commission; Appointment; Term; Vacancies; Removal**

- A. The Goshen Community Relations Commission shall consist of five (5) members, all who must be residents of the City of Goshen.
- B. The Mayor shall appoint three (3) members of the Commission, and the Goshen Common Council shall appoint two (2) members of the Commission. In making the appointments to the Commission, the appointing authority shall take into consideration all interests in the community's diversity.
- C. Members of the Commission shall be appointed within sixty (60) days after the adoption of this ordinance. Members shall initially be appointed to serve the following terms:
  - 1. One (1) member appointed by the Mayor shall serve an initial term of one (1) year.
  - 2. One (1) member appointed by the Mayor and one (1) member appointed by the Common Council shall serve an initial term of two (2) years.
  - 3. One (1) members appointed by the Mayor and one (1) member appointed by the Common Council shall serve an initial term of three (3) years.
- D. After the initial term expires, successors to all members shall be appointed for a term of three (3) years. All terms expire on the first Monday in January, but a member continues in office until his or her successor is appointed.
- E. If a vacancy occurs on the Commission, then the appointing authority shall appoint a successor to serve the remainder of the unexpired term.
- F. The appointing authority may remove a member from the Commission for cause which shall include repeated failure to attend meetings of the Commission; failure or refusal to discharge duties as a Commissioner; commission of a felony; willful or repeated failure or refusal to follow lawful procedures in the conduct of office; or gross misconduct bringing the member, the City or the Commission into discredit. Commission members will automatically be removed for missing in excess of four (4) scheduled meetings during a calendar year unless an exception is made for an excuse ruled acceptable by the appointing authority. In the event of such removal, the appointing authority shall certify in writing to the member and the Community Relations Director the cause for such removal.

**Section Four. Meetings; Officers; Quorum**

- A. At the first meeting of every calendar year, the Commission shall elect from among its membership a Chairperson who shall serve until the first meeting of the following calendar year.
- B. The Commission shall hold one (1) regular meeting each month, and such called meetings as its Chairperson may deem to be necessary.
- C. A minimum of three (3) members of the Commission must be present to constitute a quorum. It shall take the concurrence of a majority of the Commission membership present at a proper quorum to take official action.

**Section Five. Powers and Duties**

- A. The Commission may study and recommend to the Common Council programs and policies that enhance communications and understanding among all residents of the community.
- B. The Commission may develop and maintain programs that build positive relations among the community and enhance problem-solving skills among residents throughout the community.
- C. The Commission shall establish and maintain an office in the City.
- D. The Mayor may appoint a Community Relations Director, subject to the approval of the Community Relations Commission. The Director shall serve at the pleasure of the Mayor and may be dismissed without cause. Attorneys, other employees and agents may be hired by the City as authorized by the Community Relations Commission. The Goshen Common Council must appropriate funds for the payment of the Director, attorneys, other employees or agents before such individuals may commence work for the Commission. All such attorneys, employees and agents may be dismissed with or without cause.
- E. Except as it concerns judicial review, the Commission may, adopt, promulgate, amend and rescind such procedural rules and regulations, as are consistent with the provisions of this ordinance and state laws, or its intent and purpose as the Commission may deem necessary. A majority of the entire membership of the Commission is required to adopt, amend or rescind any rules and regulations of the Commission.
- F. The Commission shall formulate policies to effectuate the purposes of this ordinance and make recommendations to the Common Council to effectuate such policies.
- G. The Commission shall receive and investigate complaints alleging practices that are contrary to the public policy stated in this ordinance or that are in violation of the City of Goshen's Fair Housing Ordinance. All investigations of complaints shall be conducted by the Community Relations Director or his or her designee. If the investigation demonstrates that the complaint warrants further action, the Community Relations Director shall encourage the parties to reach an amicable resolution of the issues which may include mediation if both parties agree. If the parties are unable to resolve the issues and the Director has found that the complaint has merit, the Commission shall conduct a hearing in accordance with the provisions of Indiana Code 22-9-1 and Indiana Code 22-9.5-6 et al. The Commission shall not hold hearings in the absence of a complaint.



- H. The Commission may issue such publications and such results of investigations and research as in its judgment will tend to promote good will and minimize or eliminate discrimination because of race, religion, color, sex, disability, national origin, or ancestry.
- I. The Commission shall prevent any person from discharging, expelling, or otherwise discriminating against any other person because he or she filed a complaint, testified in any hearing before this Commission, or in any way assisted the Commission in any matter under its investigation.
- J. The Commission may hold hearings, subpoena witnesses, compel their attendance, administer oaths, take the testimony of any person under oath, and require the production for examination of any books and papers relating to any matter under investigation or in question before the Commission. The Commission may make rules as to the issuance of subpoenas by individual commissioners. Contumacy or refusal to obey a subpoena issued under this section shall constitute a contempt. All hearings shall be held within the City of Goshen at a location determined by the Commission. A citation of contempt may be issued upon application by the Commission to the circuit or superior court in the county in which the hearing is held or in which the witness resides or transacts business.
- K. The Commission shall state its findings of fact after a hearing and, if the Commission finds a person has engaged in an unlawful discriminatory practice, shall cause to be served on this person an order requiring the person to cease and desist from the unlawful discriminatory practice. If the Commission finds that a person has engaged in an unlawful discriminatory practice, the cease and desist order shall require the person to take further affirmative action as will effectuate the purposes of this ordinance, including but not limited to the power:
1. To restore complainant's losses incurred as a result of discriminatory treatment, as the Commission may deem necessary to assure justice, however, this specific provision when applied to orders pertaining to employment shall include only wages, salary, or commissions. Credit shall be given, in appropriate instances, from earnings received elsewhere than from the respondent and complainant must make a good faith effort to mitigate damages;
  2. To require the posting of notice setting forth the public policy of the state of Indiana and the City of Goshen concerning civil rights and respondent's compliance with the policy in places of public accommodations;
  3. To require proof of compliance to be filed by respondent at periodic intervals; and
  4. To require a person who has been found to be in violation of this ordinance and who is licensed by a state agency authorized to grant a license to show cause to the licensing agency why this person's license should not be revoked or suspended.
- L. If, upon all the evidence, the Commission shall find that a person has not engaged in any unlawful practice or violation of this ordinance, the Commission shall state its findings of facts and shall issue and cause to be served on the complainant an order dismissing the complaint as to the person.
- M. The Commission may furnish technical assistance requested by persons subject to this ordinance to further compliance with this ordinance or with an order issued thereunder.
- N. The Commission may conduct conciliation proceedings between the parties. Under certain

circumstances and with the consent of the Community Relations Director and written permission from the complainant and agreement by the employer, to attempt to resolve an allegation of discrimination prior to the filing of the complaint. Following a failed resolution proceeding, and after the filing of the complaint, the Commission shall have the power to conduct hearings to find facts, reach conclusions, and issue orders in proper cases that the respondent cease and desist any discriminatory practice found to exist within the scope of the complaint and the evidence.

- O. The Commission may reduce the terms of conciliation agreed to by the parties to writing (to be called a consent agreement) that the parties and a majority of the commissioners shall sign. When signed, the consent agreement shall have the same effect as a cease and desist order issued under subsection K. If the Commission determines that a party to the consent agreement is not complying with it, the Commission may obtain enforcement of the consent agreement in a circuit or superior court upon showing that the party is not complying with the consent agreement and the party is subject to the Commission's jurisdiction and resides or transacts business within the county in which the petition for enforcement is brought.
- P. In lieu of investigating a complaint and holding a hearing under this section, the Commission may issue an order based on findings and determinations by the federal Department of Housing and Urban Development or the federal Equal Employment Opportunity Commission concerning a complaint that has been filed with one of these federal agencies and with the Commission. The Commission shall adopt by rule standards under which the Commission may issue such an order.
- Q. Upon notice that a complaint is the subject of an action in a state or federal court, the Commission shall immediately cease investigation of the complaint and may not conduct hearings or issue findings of fact or orders concerning that complaint.
- R. The Commission may sue to recover civil damages ordered by the Commission to be paid or enforce the terms of any valid order of the Commission.
- S. All procedures carried on by the Commission shall be in accordance and compliance with Indiana Code 22-9-1, and when applicable, Indiana Code 22-9-5 and Indiana Code 22-9.5-6.
- T. The Commission shall submit to the Mayor and Common Council an annual report of the Commission's activities, including the number of complaints filed with respect to each type of alleged discrimination, the number of cases in each category disposed of, the number still pending, and such other information as may be requested by the Mayor or Common Council or as the Commission may see fit to include.
- U. If the Commission concludes at any time following the filing of a complaint that prompt judicial action is necessary to carry out the purposes of this ordinance or the Goshen Fair Housing Ordinance, the Commission may file a civil action for appropriate temporary or preliminary relief pending final disposition of the complaint in a civil or superior court located in Elkhart County in accordance with Indiana Code 22-9.5-6-6.

**Section Six.    Judicial Review**

- A. Either the complainant or the respondent may seek judicial review of a final order of the Commission, if aggrieved by such order.
- B. All proceedings for judicial review of final orders shall be governed by the Administrative

Adjudication Act, Indiana Code 4-21.5 *et seq.*, as may be amended. If no proceeding to obtain judicial review is instituted within thirty (30) days from the date of receipt of notice by a person that an order has been made by the Commission, the Commission, if it determines that the person upon whom a cease and desist order has been served is not complying or is making no effort to comply, may obtain a decree of a court for the enforcement of the order in circuit or superior court upon showing that the person is subject to the Commission's jurisdiction and resides or transacts business within the county in which the petition for enforcement is brought.

- C. For purpose of judicial review, the record of the public hearing shall consist of a transcript of the oral testimony, exhibits admitted into evidence, all notices, pleadings, exceptions, motions, requests and other papers filed with the Commission with the exception of briefs or arguments of law. The cost of producing such record for judicial review shall be borne by the party making the appeal. The Commission may require the deposit of reasonable security for the payment of such costs before producing such record.

### **Section Seven. Definitions**

With the exception of the definitions set forth below, the definitions set forth in Indiana Code 22-9-1-3, Indiana Code 22-9-1-12.1, Indiana Code 22-9.5-2-1, Indiana Code 22-9.5-1-2 and Indiana Code 22-9-5 et al. are adopted by reference and shall apply to the interpretation of this ordinance.

- A. "Commission" means the Goshen Community Relations Commission.
- B. "Employer" means the City of Goshen, or any other political subdivision or civil subdivision located in the City of Goshen, and any person employing six (6) or more persons within the City of Goshen, except that the term "employer" does not include:
  - 1. any nonprofit corporation or association organized exclusively for fraternal or religious purposes;
  - 2. any school, educational, or charitable religious institution owned or conducted by or affiliated with a church or religious institution; or
  - 3. any exclusively social club, corporation, or association that is not organized for profit.

### **Section Eight. Construction of Ordinance**

This ordinance shall be construed broadly to effectuate its purpose.

### **Section Nine. Severability**

The provisions of this ordinance are severable and, if any provision, sentence, clause, section or part is held illegal, invalid, unconstitutional or inapplicable, it shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of the ordinance or their application to other persons or circumstances. It is declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, sentences, clause, section, or part had not been included therein.

### **Section Ten. Effective Date**

This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

**Section Eleven.            Funding**

No funding, whether budgeted or by special appropriation, will occur in 2008 or after without the Common Council conducting an assessment of the activities of the Community Relations Commission and taking action to approve the continuation of the Commission.

This Ordinance is passed by the Common Council of the City of Goshen, Indiana on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jeremy P. Stutsman, Presiding Officer

Attest:

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

This Ordinance, having been passed by the Common Council, is presented by me to the Mayor for his approval on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_:\_\_\_\_ p.m.

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

This Ordinance, having been passed by the Common Council and presented to me is approved by me and duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_:\_\_\_\_ p.m..

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