



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., August 28, 2025

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

To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>

Call to Order by Mayor Gina Leichty

Approval of Minutes: July 31 & Aug. 7 regular meetings & August 21 claims-only meeting

Approval of Agenda

1) Presentation: City Fire Department Life Saving Awards to Michael Hamby, Hannah Estes, Jon Weishaupt, Jordan Hunter, Jerod Erb and Shane McKerchie

2) Presentation: Lifetime Achievement Award Recognition to Scott McDowell, Indiana Association of Arson Investigators

3) Fire Department request: Ratify the conditional offer of employment for Matthew Yutzy as a probationary firefighter with the Goshen Fire Department, retroactive to Aug. 21 and approve his as a probationary firefighter, effective Aug. 25, 2025

4) Police Department request: Approve the promotion of Lieutenant Mark D. Clere from the position of Patrol Lieutenant to the rank of Detective, retroactive to Aug. 8, 2025

5) Police Department request: Approve the resignation of Officer Manuel Torres #240 retroactive to Aug. 25, 2025

6) Arts on the Millrace request: Approval to use two parking spaces and receive City services for the annual event, Sept. 5 & 6, 2025

7) St. John the Evangelist Catholic Church request: To safely allow parishioners to enjoy the festival, approve the partial closure of Third Street, from noon until 10 p.m. on Saturday, Sept. 6 during the annual parish festival

8) Goshen High School Band Boosters request: Street closures, barricades and parking for the Goshen High School Marching Band Invitational, Sept. 6, 2025



9) Artisan Builders request for 601 N. 5th Street: Approve a developmental width variance to install an asphalt parking area for three vehicles

10) Koehn Construction request: Approve the blocking of parking spaces and the sidewalk at North Main and East Clinton Streets for four or five days during the initial two weeks of October for a window-painting project at the Spohn Building, 109 East Clinton Street

11) Legal Department request: Accept the easement for Goshen City utility purposes at 64091 CR 31 from Daniel J. Yoder and Susan D. Yoder, and authorize the Mayor to execute the acceptance

12) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Baker Tilly Advisory Group, LP for City Utilities' Annual Accounting and Reporting Support, Gateway Annual Report, and Debt Management at an annual cost not to exceed \$18,300 with both Parties understanding each has the right to terminate at any time after reasonable advance written notice

13) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Baker Tilly Advisory Group, LP Scope Appendix to their Engagement Letter dated April 11, 2025 as referenced herein with compensation for tasks A-C a lump sum of \$77,000 and compensation for tasks D-E not to exceed \$20,000 with both parties understanding each has the right to terminate at any time after reasonable advance written notice

14) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Baker Tilly Advisory Group, LP Scope Appendix to Baker Tilly Advisory Group, LP's Engagement Letter dated April 11, 2025 for general municipal advisory services, securities issuance and 2025 state revolving fund applications for forgivable bond anticipation notes at an annual cost not to exceed \$40,000 with both Parties understanding each has the right to terminate at any time after reasonable advance written notice.

15) Legal Department request: Adopt Resolution 2025-17 - Contract with the Indiana Department of Transportation for Street Sweeping Services

16) Legal Department request: Adopt Resolution 2025-24 - Declaring Surplus and Authorizing the Disposal of Park Department Equipment

17) Legal Department request: Adopt Resolution 2025-15 - Approving New and Revised City of Goshen Police Department Policies and Repealing Certain Policies



18) Legal Department request: Approve and authorize Mayor Leichty to execute the attached Agreement with Dixon Engineering, Inc. for professional services related to the Clinton Elevated Water Tank as described in Contractor's January 24, 2025 proposal attached to Agreement as Exhibit A and referenced herein with total compensation to Dixon Engineering, Inc. for said services not to exceed \$35,900, unless City approves of any additional costs prior to said costs being incurred by Dixon

19) Legal Department request: approve Resolution 2025-23 and authorize City Attorney Bodie J. Stegelmann to execute and submit the City's ballot accepting the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its affiliated debtors

20) Legal Department request: Approve the AquaResource Software as a Service Agreement and ratify Marv Shepherd's execution of said agreement.

21) Water & Sewer Office request: Approve moving \$10,034.52 in uncollected finaled accounts from active to collection, sewer liens and write offs for the period through May 28, 2025

22) Engineering Department request: Approve Change Order No. 2 for box gutter reconstruction, 8 additional downspouts, and the removal of 114 feet of cornice reconstruction at a cost of \$21,551.40

23) Stormwater Management Department request: Accept the post-construction stormwater management plan for the Elkhart County Consolidated Courts projects

24) Stormwater Management Department request: Accept the post-construction stormwater management plan for the Goshen College Tennis Courts project

25) Engineering Department request: Approve the closure of Jefferson Street, from Fifth Street to the first alley east of Fifth Street, through December 1, 2025

26) Engineering Department notification: Norfolk Southern track closures

27) Clerk-Treasurer's Office request: Approve and execute the agreement with former Deputy Clerk-Treasurer Jeffery L. Weaver for the provision of consulting services.

Privilege of the Floor



Unsafe Building Hearing Authority – Proposed Agreement

4:00 p.m., August 28, 2025

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

Members: Mayor Leichty, Mike Landis, Orv Myers, Mary Nichols, Barb Swartley

28) Building & Legal Departments request: Approve proposed agreement with Artisan Investment Group, LLC, for 105 Prospect Avenue and 423 / 511 / 513 / 601 North 5th Street

Approval of Civil City and Utility Claims

Adjournment



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE JULY 31, 2025 REGULAR MEETING**

Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Deputy Mayor Mark Brinson, Mike Landis, Orv Myers and Mary Nichols

Absent: Barb Swartley

CALL TO ORDER: Deputy Mayor Brinson called the meeting to order at 4:01 p.m. The Deputy Mayor announced that, pursuant to an Executive Order from Mayor Leichty and in her absence from the City, he had been authorized to act on the Mayor's behalf as a Board member.

REVIEW/APPROVE MINUTES: No minutes were available for review/approval.

REVIEW/APPROVE AGENDA: Deputy Mayor Brinson presented the agenda as prepared by Clerk-Treasurer Aguirre. Board member Nichols made a motion to approve the agenda as submitted. Board member Myers seconded the motion. The motion passed 4-0.

1) Historic Southside Neighborhood Association request: Approve the partial closure of 7th Street for an Aug. 9 block party and picnic

Megan Hessel, the chairperson for the Historic Southside Neighborhood Association (HSNA), said the neighborhood would be hosting its annual block party and picnic on Saturday, Aug. 9. She requested closure of the 500 block of South 7th Street, from 4 p.m. to 8 p.m., on that date.

Hessel said neighbors would be notified of the street closure this weekend through flyers and that notices would be placed on vehicles the morning of the picnic asking them to move their vehicles before the event. She added that she sent an email to the City Street Department asking for the delivery of street barricades next week if possible.

In her written request, **Hessel** indicated that about 120 neighbors gather annually to share food and fellowship.

Nichols/Myers made a motion to approve the closure of the 500 block of South 7th Street, from 4 p.m. to 8 p.m., on Aug. 9, 2025. The motion passed 4-0.

2) Redevelopment Department request: Authorize entering into an agreement with Legacy Communities, Inc. to utilize the City's Brownfield Revolving Loan Fund to award a grant to fund the soil remediation at 620 E. Douglas Street for the Ariel Cycleworks Project

City Redevelopment Director Becky Hutsell informed the Board that the City of Goshen and AP Development, LLC entered into an Economic Development Agreement (EDA) on April 27, 2022, for the Ariel Cycleworks Project, a multi-family housing development on City-owned property located at 620 East Douglas Street.

Hutsell said the City long knew that this site was contaminated. When the former Western Rubber building was demolished, the City cleaned up the site to the point that it was now suitable for recreational and industrial uses. However, **Hutsell** said when the site was being considered for the current apartment project, the City knew that additional cleanup would be necessary for residences. As part of the development agreement, the City pledged to use the Brownfield Revolving Loan Funds for the cleanup.

Hutsell said that as a result of six months of work she now was recommending that the Board approve a Brownfield Revolving Loan Fund grant, from the funds that are controlled by Board of Works, with AP Development, LLC and Legacy Communities, Inc., which is a different entity created for this project.

Hutsell said the developer was working with IWM, an environmental consultant from Indianapolis, and with C&E Excavating, Inc. from Elkhart. She said those companies would be responsible for the site work.



Hutsell said that the loan request was for a maximum of \$685,825. She said the Brownfield Revolving Loan Fund has a balance of just under \$900,000, so there would still be funds available for additional projects.

In a July 31 memorandum to the Board, **Hutsell** wrote that the City and the developer jointly submitted a funding request through the City's Brownfield Revolving Loan Fund (BRLF). The request is for a grant not to exceed \$685,825, intended to fund the soil remediation needed to proceed with residential construction on the site.

Hutsell said the City's BRLF Advisory Committee reviewed the developer's application and has determined that the request meets all BRLF program requirements and is recommending approval of the grant to support the environmental cleanup.

Before the meeting, **Hutsell** provided Board members with a redline version of the proposed agreement with Legacy Communities, Inc. to utilize the City's Brownfield Revolving Loan Fund to award a grant to fund the soil remediation at 620 E. Douglas Street for the Ariel Cycleworks Project (**EXHIBIT #1**).

Board member Landis asked if the developer would be digging up areas that previously had contaminants removed. **Hutsell** said the City worked on the site in 2012 and received recreational and industrial usage permission closure. However, she said additional testing was conducted to determine the extent of additional work needed.

Deputy Mayor Brinson noted that there is now a "clean cap" on the site – clean fill material placed over contaminated soil or sediment to isolate the contaminants and prevent them from spreading or coming into contact with people or the environment. **Hutsell** confirmed that information.

Deputy Mayor Brinson said that even though it seems like a lot of public funds will be spent on this project, the City was leveraging a big private investment. He asked **Hutsell** to describe the private investment.

Hutsell the private investment would be "just over \$30 million" for about 136 housing units. In addition, she said there would be about \$159,00 spent for a small commercial space, possibly a coffee shop. And she said some state funds also will be used for this project.

By way of background, **IWM Consulting Group of Indianapolis would be hired to perform additional soil characterization and provide environmental technical assistance for the implementation of a Soil Management Plan (SMP) at 620 E Douglas Street. According to its proposal:**

- The site was owned and operated by the Aerial Cycle Manufacturing Company from 1896 to 1905, and was then owned and operated until 2001 by Western Rubber, Inc. (WRI).
- Western Rubber's site operations included manufacturing of rubber and latex products for various industries, including automotive and consumer products.
- Operations included use and storage of various oil- and solvent-based chemicals.
- The site was vacant from 2001 to 2008 when the City of Goshen acquired the property.
- Site investigations identified lead and arsenic concentrations above applicable IDEM (Indiana Department of Environmental Management) screening levels. Low levels of a single volatile organic compound (VOC), tetrachloroethene (PCE), were also detected.
- The site building and other structures were demolished in 2009-2011 and remedial activities, including excavation removal of several underground storage tanks (USTs), removal and disposal of subgrade utility conduits containing liquid wastes, removal and disposal of liquid and solid wastes from on-site concrete pits/vaults, and excavation/disposal of the top two feet of soil at selected locations on the site, with placement of clean fill in these locations.
- Additionally, four inches of clean topsoil was placed over the entire site and seeded with grass.
- An Environmental Restrictive Covenant (ERC) was initially recorded on the site that contained various restrictions including a prohibition against residential use.



- Subsequent site work performed in 2023 allowed the ERC to be **modified to permit residential use as long as the provisions in an IDEM-approved November 2022 SMP were followed** during construction and future occupancy.
- The SMP identifies the 11 grids listed above where additional soil characterization is necessary in order to fully characterize potential soil impacts and determine proper handling and disposal of soils during construction.
- **The scope of work includes preparation of a Contained-In Approval Request, which will likely be necessary to reduce or eliminate the soils considered to be hazardous, and environmental technical assistance to the construction contractor during the earthwork portion of construction.**

IWM's scope of work includes: Task 1 – File Review/Sampling Plan/Pre-Construction Meeting; Task 2 – Additional Soil Characterization, Reporting & Contained-In Approval Request; Task 3 – Environmental Technical Assistance – SMP Implementation; and Task 4 – Project Management/Meetings.

The estimated cost to complete the scope of work detailed in this proposal is \$27,850

In addition, IWM would perform ongoing soil characterization sampling, analysis, and waste disposal management at the former Western Rubber commercial property for a total of \$49,850.

Finally, C&E Excavating of Elkhart would be hired to excavate, load and haul off 27,300 cubic yards of contaminated soil and haul in 27,300 tons of clean fill to replace the removed material for \$1,256,460.

After questions and comments, Board members acted on the request after clarifying that any motion or vote would be on the revised agreement presented to the Board today.

Nichols/Myers then made a motion to enter into an agreement with Legacy Communities, Inc. to utilize the City's Brownfield Revolving Loan Fund to award a grant to fund the soil remediation at 620 E. Douglas Street for the Ariel Cycleworks Project based on the draft agreement provided at the meeting today and not the version that was in the Board's meeting packet. The motion passed 4-0.

After the vote, **Clerk-Treasurer Aguirre** said that in preparation for this meeting he researched the history of the Common Council's approval of the project, which he said would be great asset to the City. He said it appeared that one issue had not been addressed – how much Western Rubber paid to remediate the pollution they left behind.

Hutsell said, "To the City's knowledge, Western rubber closed the doors and walked away from this property completely. It was obtained by the County through tax sale, and the tax or the county actually transferred it to Goshen to our Redevelopment Commission to handle because the building was still standing, and it was becoming blighted. People were consistently breaking into the property. There were still chemicals, all kinds of debris there. So, I believe the company was gone, and they walked away and had no ownership in any of the demolition or cleanup that's been done."

Deputy Mayor Brinson said, "I was involved in that transaction a little bit at the time. And what I recall, the Western Rubber Corporation was administratively dissolved. So, it did not even exist anymore. It's a good question." **Hutsell** added, "We had no one to go back to."

Aguirre responded, "Right. I just think that it's important to have on the record, and just to remember, that the taxpayers have had to pick up a burden that should have been placed on this corporation that just walked away."

3) Legal Department request: Accept the Easement for Goshen City utility purposes at 64285 CR 31 from Jean L. Hiles, and authorize the Mayor to execute the Acceptance

Assistant City Attorney Don Shuler recommended that the Board accept the Easement from Jean L. Hiles and authorize the Deputy Mayor to execute the acceptance.

Shuler said this easement is for Goshen City utility purposes at 64285 CR 31 in Goshen as part of the Brinkly factory development.



Nichols/Myers made a motion to accept the Easement for Goshen City utility purposes at 64285 CR 31 from Jean L. Hiles, and authorize the Deputy Mayor to execute the Acceptance. The motion passed 4-0.

4) Legal Department request: Adopt Resolution 2025.19, to allow the City to make a Special Purchase of Fleet Management Software from FASTER Asset Solutions for a total cost of \$120,000

City Attorney Bodie Stegelmann told the Board that the City of Goshen may make a special purchase under Indiana Code §5-22-10 without soliciting bids or proposals provided a written determination is made of basis for the special purchase, and the basis for the selection of a particular contractor. The City's Central Garage would like to make a special purchase of fleet management software.

Stegelmann recommended that the Board approve Resolution 2025.19 to make a special purchase of fleet management software from TT FASTER LLC, dba FASTER Asset Solutions, as it best meets the needs of the City.

According to Resolution 2025-19:

- The City's Central Garage has an outdated fleet management system and is in need of new one to track and maintain all aspects of fleet management.
- Central Garage staff was presented with several demonstrations of fleet management software.
- After careful consideration, the City's Central Garage determined TT FASTER LLC, dba FASTER Asset Solutions provided a fleet management system that best meets the needs of the City.

Passage of Resolution 2025-19 would authorize the City to make a special purchase of fleet management software from FASTER Asset Solutions for a total cost of \$120,000.

City Fleet Manager Carl Gaines said the current software is 19 years old and the Central Garage has "outgrown" it. He said the software soon will not be supported or updated. Gaines said he considered several replacements and were recommending one that is cloud-based, instead of hosted on a local server, and will best meet the City's needs.

Board member Landis asked about the life expectancy of this software. **Gaines** said the life expectancy should be at least as long as the current software.

Nichols/Myers made a motion to adopt Resolution 2025-19, to allow the City to make a Special Purchase of Fleet Management Software. The motion passed 4-0.

5) Legal Department request: Adopt Resolution 2025-11, Policy Regulating Surface Treatments on Travel Surfaces, Statues, and Banners in the Right of Way

City Attorney Bodie Stegelmann recommended that the Board adopt Resolution 2025-11 which would approve a policy to regulate the application of aesthetic surface treatments on Travel Surfaces, and the placement of statues and banners in the public right of way.

Asked for an explanation of the resolution, **City Director of Public Works & Utilities Dustin Sailor** said his office receives requests from people seeking usage of the public right of way. He said this resolution would help determine what is acceptable and unacceptable within the public right of way, whether it complies with the Manual on Uniform Traffic Control Devices or Americans with Disabilities Act for downtown park benches or placements within walkways.

Deputy Mayor Brinson said, "The whole idea is to avoid creating distractions that create a hazard."

Sailor said, "Correct. We've been asked for decorative painting on the pavement surfaces, messages in the pavement surfaces. Based upon the guidelines, there's a very limited palette of colors that can go in there. They're trying to keep the right of way from being busy, so people's eyes are not distracted to looking at artwork on the roadways as opposed to not seeing someone that's crossing an intersection."

Sailor added there also would be new guidance on the placement of banners or flags above streets. **City Attorney Stegelmann** said the City can already regulate temporary signs, for example for yard sales, through its sign ordinance.

According to Resolution 2025-11:



- The City of Goshen endeavors to design, construct, and maintain Travel Surfaces and the right of way, generally, under its jurisdiction in compliance with all applicable statutes, regulations, rules, and other laws, and in a manner that encourages safe travel, free of distractions.
- Cities and towns across the country have been approached by groups seeking to apply aesthetic surface treatments, with intricate designs and bright colors of a complex or artistic nature, including messages, murals, and/or other types of artworks, on the Travel Surfaces in the right of way of the cities and towns.
- Indiana Code § 9-21-4-1 requires the City of Goshen to follow the Indiana Manual on Uniform Traffic Control Devices for Streets and Highways, ("Indiana Manual") which includes certain standards for Travel Surface treatments specific to allowable colors, geometric patterns, and materials, and the City of Goshen does not wish to confuse or distract motorists or pedestrians with any aesthetic surface treatments not contemplated by the Indiana Manual.
- The City believes that the use of aesthetic surface treatments not conforming to the Indiana Manual may cause disruptions, obstructions, and hazards to vehicular and/or pedestrian traffic, potentially effecting the quality of the environment within the City of Goshen.
- The City seeks to protect and promote the public health, safety, and welfare of the residents and visitors to the City of Goshen traveling on its Travel Surfaces by prohibiting the use of any aesthetic surface treatments not conforming to the Indiana Manual under its jurisdiction, and by prohibiting the placement of statues and banners within the right of way under its jurisdiction.

If the resolution was approved, it would be resolved that the Board of Works approved the policy Regulating Surface Treatments on Travel Surfaces, Statues, and Banners in the Right of Way, effective July 31, 2025.

Attached to Resolution 2025-11 and the City's new policy, "Regulating Surface Treatments on Travel Surfaces, Statues, and Banners in the Right-of-Way," a four-page document with background information and standards for surface treatments, statues and banners.

Nichols/Myers made a motion to adopt Resolution 2025-11, Policy Regulating Surface Treatments on Travel Surfaces, Statues, and Banners in the Right of Way. The motion passed 4-0.

6) Legal Department request: Adopt Resolution 2025-20, Adopting the Americans with Disabilities Act Standards For Accessible Design and Public Right-of-Way Accessibility Guidelines

City Attorney Bodie Stegelmann recommended that the Board adopt Resolution 2025-20 which adopts for public rights-of-way the 2010 Americans with Disabilities Act Standards for Accessible Design and the 2023 Public Right-of-Way Accessibility Guidelines for pedestrian facilities in the right-of-way.

City Director of Public Works & Utilities Dustin Sailor said the current compliance document for Accessible Design and Public Right-of-Way Accessibility is based on the Americans with Disabilities Act and needs to be updated. He said many Indiana communities Indiana have adopted newer standards and he recommended that Goshen do the same thing.

According to Resolution 2025-20:

- By Resolution 2011-Q, adopted December 12, 2011, the Board of Works previously adopted the 2010 Americans with Disabilities Act Accessibility Guidelines Standards for Accessible Design and the 2011 Guidelines for Pedestrian Facilities in the Public Right-of-Way.
- The 2011 Guidelines for Pedestrian Facilities in the Public Right-of-Way have been superseded by the Americans with Disability Act 2023 Public Right-of-Way Accessibility Guidelines (PROWAG).
- It is necessary for the City of Goshen to adopt PROWAG.

If approved by the Board, it would be resolved that the City of Goshen Policy for Adopting the Americans with Disabilities Act Standards For Accessible Design and Public Right-of-Way Accessibility Guidelines would be approved.



Further, upon the approval of the above-described policy, Resolution 2011-Q, Adopting the Americans with Disabilities Act (ADA) Accessibility Guidelines for Standards for Accessible Design and the Guidelines for Pedestrian Facilities in the Public Right-of-Way would be repealed.

Attached to Resolution 2025-20 was a new one-page City policy, dated July 31, 2025, that was titled “Adopting the Americans with Disabilities Act Standards For Accessible Design and Public Right-of-Way Accessibility Guidelines”

Nichols/Myers made a motion to adopt Resolution 2025-20, Adopting the Americans with Disabilities Act Standards For Accessible Design and Public Right-of-Way Accessibility Guidelines The motion passed 4-0.

7) Engineering Department request: Approve Change Order No. 1 for the Asphalt Paving Package B to have the sidewalks through the driveways and alleys and drive approaches replaced for the amount of \$66,800 Director of Public Works & Utilities **Dustin Sailor** told the Board that the Engineering Department included an undistributed square yard quantity for sidewalk replacement in the contract for the City's Asphalt Paving Package B. **Sailor** said with the City's 2024 sidewalk evaluation complete, the undistributed sidewalk quantity was assigned to poorly rated sidewalk segments along Plymouth Avenue. Sidewalks extending through the driveway and alley approaches were also identified to either be in poor condition or out of ADA compliance.

To bring the Plymouth Avenue sidewalk corridor into compliance with the roadway improvements, **Sailor** said the approaches need to be replaced. The original contract amount was \$4,566,927.

Change Order No. 1 would increase the total contract by \$66,800, for a revised contract amount of \$4,633,727, which is an increase of 1.46% over the original contract amount.

Nichols/Myers made a motion to approve Change Order No. 1 for the Asphalt Paving Package B to have the sidewalks through the driveways and alleys and drive approaches replaced for the amount of \$66,800. The motion passed 4-0.

8) Engineering Department request: Approve the agreement with Arcadis for professional engineering services on an as-needed basis during construction, in an amount not to exceed \$50,000

Director of Public Works & Utilities **Dustin Sailor** told the Board that the City will be managing the construction phase of the North Goshen Service Line Replacement & Utility Improvements project internally, rather than utilizing the City's design engineer, Arcadis, for construction administration.

However, to ensure continuity and technical support during construction, **Sailor** requested that Arcadis propose an allowance for engineering assistance to be provided on an as-needed and as requested basis. The City has agreed to establish a not-to-exceed allowance of \$50,000 for this purpose.

Sailor asked that the Board approve the attached agreement for Professional Engineering Services with Arcadis to allow for this flexible support arrangement for the two-year project.

Nichols/Myers made a motion to approve the agreement with Arcadis for professional engineering services on an as-needed basis during construction, in an amount not to exceed \$50,000. The motion passed 4-0.

9) Engineering Department request: Approve Change Order No. 3 for the Asphalt Paving Package A for additional pavement milling and traffic signal work for the amount of \$30,122

Director of Public Works & Utilities **Dustin Sailor** told the Board that during the surface milling on Kercher Road, it was necessary to mill through the existing traffic signal loops, and to allow the signal to function properly the loop must be replaced.

Sailor said Niblock Excavating has arranged for a mill to be on Keystone Drive, east of Dierdorff Road, for the required paving work. The City has additional milling needs on Keystone Drive west of Dierdorff Road and on Eisenhower Drive East, from U.S. Hwy. 33 to the Horn Ditch.



While Niblock has a mill mobilized in southeast Goshen, **Sailor** said the company has agreed to expand its milling work to include an additional 13,191 square yards.

Sailor said the original contract amount, plus additions from previous change orders, was \$2,239,589.30 Change Order No. 3 increases the total contract by \$30,122, for a revised contract amount of \$2,269,706.70, which is an increase of 10.41% over the original contract amount.

In respond to a question from **Board member Landis**, **Sailor** clarified the work that will be completed.

Nichols/Myers then made a motion to approve Change Order No. 3 for the Asphalt Paving Package A for additional pavement milling and traffic signal work for the amount of \$30,122. The motion passed 4-0.

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

Deputy Mayor Brinson opened Privilege of the Floor at 4:28 p.m.

Goshen Police Officer James Ballard, President of the Blue Knights Indiana Chapter VIII, asked the Board to approve road closures on Sept. 7, 2025 for the 27th annual Riding to Remember public safety motorcycle ride, a 72-mile journey to honor fallen police, firefighters and veterans.

NOTE: This request was initially considered by the Board on July 24, but tabled until the Board's meeting on July 31 to allow for more discussion about the requested street closures and the City's staffing needs.

Board member Landis asked **Officer Ballard** if he had met with the Mayor. **Officer Ballard** said he has exchanged text messages with the Mayor and has spoken with the Police Division Chief in charge of traffic and the City Fire Chief. He said they approved the request. **Fire Chief Anthony Powell** said, "This is a normal every year ride, so we have no objections to it."

Officer Ballard said the ride will take place Sept. 7. Usually, he said it stops in Goshen for a memorial service, "but out of caution we've learned that fatigue sets in some of the riders when they stop and get back on their motorcycles, so we're trying to eliminate some of that by shortening the ride and not stopping here in Goshen. We'll be ending at the Middlebury American Legion."

Officer Ballard said the motorcyclists will be arriving in Goshen about 1 p.m. on Sept. 7 and passing through in about a half hour. He previously indicated the riders would enter the City from the south and head north on State Route 15. Riders will then turn west on Madison Street, to 3rd Street, turn again onto State Route 15 and then connect with County Road 126.

Nichols/Myers made a motion to approve temporary road closures for the Riding to Remember motorcycle ride on Sunday, Sept. 7, 2025 for approximately a half hour between 1 and 2 p.m. The motion passed 4-0.

At 4:32 p.m., Deputy Mayor Brinson closed the public comment period.

At 4:32 p.m., Deputy Mayor Brinson temporarily closed the Board of Public Works meeting and opened two unsafe building hearings.

UNSAFE BUILDING HEARINGS ON CITY BUILDING COMMISSIONER'S ORDERS

July 31, 2025

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

Members present: Deputy Mayor Brinson, Mike Landis, Orv Myers and Mary Nichols



10) 315 West Oakridge Avenue (Artisan Investment Group, LLC., property owners)

At 4:32 p.m., Deputy Mayor Brinson convened an unsafe building hearing for 315 West Oakridge Avenue (Artisan Investment Group, LLC., property owners).

BACKGROUND

In a July 31, 2025 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that the Board, serving as the City's Unsafe Building Hearing Authority, last held a hearing for 315 W. Oakridge Avenue on Sept. 26, 2024.

At that time, the **Board affirmed the Building Commissioner's Order finding the residential structure and garage to be an unsafe building warranting demolition, but delayed further action due to pending tax sale and potential change of ownership.** The Board's Sept. 26, 2024 Order was attached to Shuler's memo.

Following the conclusion of the tax sale and a recent sale of the property, **Shuler** wrote that the Building Commission issued an Order for Review Hearing, which also was attached.

Shuler wrote that the Board has continuing jurisdiction over enforcement of its Orders. Therefore, at the July 31 hearing, Shuler wrote, the Board could receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and anyone else wishing to speak to the property. It could then:

1. Continue the matter for further review.

2. Modify the Order (e.g., formally remove the demolition order status, extend deadlines, require a performance bond).

3. Rescind the Order.

4. Affirm the Order and, if warranted, impose a civil penalty if the Board specifically finds there has been a willful failure to comply.

5. Take any other action permitted by law to address the unsafe premises.

Shuler wrote that for any action resulting in an Order, the Board should make specific findings in support.

In its Sept. 26, 2025 Record of Action and Continuous Enforcement Order, the Board stated the following:

BACKGROUND

1. The City of Goshen Building Commissioner issued an order on Aug. 1, 2024 (hereinafter the "Order"), concerning the property located at 315 W. Oakridge Avenue, Goshen, Indiana, and more particularly described in Exhibit A (hereinafter the "Real Estate"). The Order made findings that the vacant residential structure at the Real Estate was an unsafe building and required demolition of said building and removal of all demolition remains, trash, and debris on the Real Estate and return of the site to natural grade, all of said work to be completed within sixty (60) days.

2. The Building Commissioner, in his Order, determined that the building at the Real Estate was unsafe under I.C. § 36-7-9-4(a)(4), (5), and (6) due to the following conditions:

a. The vacant residential structure and detached garage has been vacant for several years, with no consistent water usage for over two (2) years.

b. The vacant residential structure has sustained damage to its roof, leading to leaks and water intrusion that will cause continued deterioration of the structure.

c. There is evidence that animals have been living inside the structure, further compromising the safety and sanitary conditions of the Real Estate.

d. The overall state of disrepair and neglect has resulted in the vacant residential structure as unfit for human habitation, occupancy, or use under Goshen City Code.

3. Proper notice of the demolition order was provided to the title owners of record for the Real Estate, Jerry T. Perdue and Georgie M. Perdue, along with the Unknown Heirs and Beneficiaries of Jerry T. Perdue and the Unknown Heirs and Beneficiaries of Georgie M. Perdue (hereinafter "Owner") via publication in the Goshen News on Aug. 5, 2024, and Aug. 12, 2024, in accord with LC. § 36-7-9-25.



Proper notice of the demolition order was provided to all parties with a substantial property interest, NWI RES, LLC and Summit Account and Computer Services, Inc. (hereinafter collectively, "Interest Holders"), via regular and certified mail, in accord with LC. § 36-7-9-25.

4. During the hearing the Goshen Building Department presented evidence, testimony, and argument supporting the Order. Owner and Interest Holders were given the opportunity to present testimony and evidence concerning the condition of the building at the Real Estate and the Order.

FINDINGS

After consideration of the evidence and testimony presented, the Hearing Authority finds that the Building Commissioner's Order is supported by substantial evidence. The vacant residential structure at the Real Estate is an unsafe building under Indiana law. The Hearing Authority specifically adopts Section 2 of the Order as its Findings. In addition, the Hearing Authority finds that NWI RES, LLC is the tax sale purchaser for the Real Estate. NWI RES, LLC intends to petition the Elkhart County Circuit Court for a tax sale in accordance with state statute; it is anticipated that the process to obtain legal title to the Real Estate will take several months. NWI RES, LLC, once it has obtained title, is committed to either sale the Real Estate to a party committed to making repairs or making repairs themselves to return the Real Estate to a habitable state.

ORDER

The Order issued by the City of Goshen Building Commissioner was hereby affirmed in its entirety except as modified below:

1. This order shall serve as a Continuous Enforcement Order pursuant to LC. § 36-7-9-
2. The vacant residential structure and the garage at the Real Estate are unsafe buildings under the Indiana Unsafe Building Law.
3. While demolition is warranted based on the current condition and recent history at the Real Estate, it is appropriate to table and continue this matter, specifically whether the Order should be affirmed, rescinded, or further modified, for a period of time sufficient to permit NWI RE5, LLC to obtain legal ownership of the Real Estate. Therefore, this matter is tabled and continued to Feb. 27, 2025 at 4:00 p.m. (local time). or as soon thereafter as this matter may be heard, in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen.
4. This order constitutes a final administrative decision, and Owner has the right to appeal these findings of fact and this Continuous Enforcement Order to the Elkhart Circuit or Superior Court by filing a verified complaint within ten (10) days of the date of this action; failure to file a verified complaint within the specified time forfeits any appeal rights.
5. Per I.C. § 36-7-9-27, if Owner transfers its interest or any portion of its interest in the vacant residential structure and/ or the Real Estate affected by this Continuous Enforcement Order to another person, Owner must supply the other person with full information regarding this Continuous Enforcement Order prior to transferring that interest or agreeing to transfer that interest. Further, within five (5) business days after transferring that interest or agreeing to transfer a substantial property interest in the vacant residential structure and/ or the Real Estate, Owner must supply the City of Goshen Building Commissioner with the full name, address, and telephone number of the other person taking a substantial property interest in the vacant residential structure and/ or the Real Estate, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Should the Owner fail to comply with these provisions, then Owner may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that a judgment is entered against it by the other person to whom the transfer is made.

Shuler provided a Certificate of Service attesting that copies of the City's notification were mailed on June 24, 2025 to Artisan Investment Group, LLC of Middlebury, Indiana.



DISCUSSION AND OUTCOME OF BOARD'S UNSAFE PROPERTY HEARING ON JULY 31, 2025:

At 4:32 p.m., Deputy Mayor Brinson convened an unsafe building hearing for 315 West Oakridge Avenue (Artisan Investment Group, LLC., property owners).

Present: Board members Brinson, Landis, Myers and Nichols; Assistant City Attorney Don Shuler; City Attorney Bodie Stegelmann; City Building Commissioner Myron Grise; City Building Inspector Travis Eash, and Marlin Schwartz, a representative of the property owner, Artisan Investment Group, LLC.

Assistant City Attorney Don Shuler provided the background of the matter as was presented in his memorandum to the Board. He also did so through a 14-page PowerPoint presentation, dated July 31, 2025, that was titled "Unsafe Building Hearing – Staff Report, 315 W. Oakridge Avenue, Goshen" (**EXHIBIT #2**). The PowerPoint included a background summary of the matter, photographs taken by **City Building Inspector Travis Eash** showing the condition of the property, a narrative summary of the property's condition and a two-page staff summary and recommendation.

Shuler related the following:

An **Order of the City of Goshen Building Commissioner** finding the residential structure at 315 W. Oakridge Avenue, Goshen (the "Property") to be an unsafe building was issued on Aug. 1, 2024.

The Order required demolition of the Unsafe Building, noting, among other issues, the following:

- The home and garage have been vacant for multiple years, with no water usage for at least 2 years
- Roof damage leading to water intrusion and leaks, causing further deterioration of the structure
- Evidence of animals living inside the residence
- The overall state of disrepair and neglect makes the property unfit for human habitation, occupancy, or use under Goshen City Code
- A review hearing was held before the Board of Works on Sept. 26, 2024
- At the hearing, Building Commissioner presented a memorandum in support of his order
- He indicated that the condition of the building would likely continue to deteriorate and noted that the exterior of the property was becoming a dumping ground
- He provided the Board with the photographs, taken on Sept. 25, 2024, showing the exterior condition of the property

Shuler said the prior owners of the property died in early 2019 and the property had been vacant for several years. During that time, Shuler said the building was deteriorating and it was becoming a dumping ground for the neighborhood.

At a hearing in September, **Shuler** said a representative of NWI Res, LLC appeared via Zoom and stated that the company had purchased the property at the 2023 tax sale and were waiting for the one-year period of redemption to expire before it could take any action. Shuler said the Board affirmed the Building Commissioner's finding that the property was unsafe and warranted demolition. However, the Board tabled the matter for any further action to let the tax sale process be completed, so someone who had legal authority could do something with the property. NWI Res, LLC either planned to sell the property or make repairs.

Shuler said in February 2025, NWI Res, LLC completed the process to obtain a tax deed and eventually sold the property to Artisan Investment Group, LLC on June 17, 2025. Once the Building Commissioner received notice of transfer, staff scheduled this status hearing before the Board.

Shuler said City staff and a representative of the property owner would now testify.

Deputy Mayor Brinson swore in City Building Inspector Travis Eash to give truthful testimony.

Continuing the use of the PowerPoint introduced by Shuler (**EXHIBIT #2**), Eash discussed the status of 315 West Oakridge Avenue, showed photographs of its condition and provided a staff summary.



Eash said that since acquiring the property, Artisan “has taken appropriate steps to secure the structures and clean up the exterior of the property. They provided the Building Department their proposed scope of work for the renovation. Those include a new metal roof on the house and the garage, new vinyl siding on the house and the garage, new windows for the house, a new overhead garage door, structural repairs inside the house, including replacing floor joists. They are probably going to do a whole rewire of it ... and then also drywall and bathroom fixtures, new kitchen cabinets, countertops, appliances, and new furnace, and A/C.”

Eash displayed photos he took July 30, 2025 which showed great improvement to the exterior appearance – “nothing there but the house and green grass.” He added, “They have secured the property and cleaned it up.”

In response to questions, **Eash** said Artisan has provided a scope of work. He also said a front broken window also was replaced.

Deputy Mayor Brinson swore in property owner Marlin Schwartz to provide truthful testimony.

Schwartz asked the Board for more time to renovate the property. He said Artisan is currently renovating four homes on North 5th Street that previously were deemed to be unsafe and completing those renovations, by Dec. 31, is a higher priority. Schwartz said the plan is to install a new roof on the Oakridge property this fall and complete renovations in spring 2026. He added that the goal would be to prepare the home for occupancy in June or July 2026.

Assistant City Attorney Shuler said Artisan has been working well with the City Building Department and has been responsive. So, the Building Department agreed with this proposed timeline for repairs. Shuler also provided the background on the four homes on North 5th Street that Artisan is renovating that previously were owned by Ron Davidhizar. He said Artisan’s work on those properties is of higher priority than the Oakridge home.

Shuler recommended that the Board adopt a proposed order, which contained the following findings and order:

Findings

- Residential structure and garage are unsafe buildings in need of significant repairs
- New owner, Artisan, has secured the property and has demonstrated a willingness and capacity to effectuate repairs to the property to bring into Code compliance
- Appropriate to set benchmarks for progress to be monitored by the Building Department

Order

- Affirm prior orders regarding the condition of the property
- Artisan is required to pull all required permits and schedule all required inspections for renovation at the property
- Complete exterior repairs – roofing, siding, and windows – on house and garage by Nov. 30, 2025
- Complete/pass all rough-in inspections by Jan. 31, 2026
- Complete/pass all final inspections by March 31, 2026
- Pass all final inspections to obtain occupancy by June 30, 2026
- Schedule for Review Hearing before the Board on July 2, 2026
- Building Commissioner may schedule Compliance Hearing at any time if requirements of order are not met

In response to questions by the **Deputy Mayor**, **Shuler** clarified the proposed order and timeline.

Nichols/Myers made a motion to approve the proposed order as summarized today. The motion passed 4-0.

The **Deputy Mayor** thanked **Schwartz** and added, “You guys have been great to work with and have impressed us with your ability to take on these big projects. You probably have 30 houses in motion by now or close to it.”

Schwartz briefly summarized the progress on the homes being renovated.

Deputy Mayor Brinson responded, “Hopefully, we’ll give you some special recognition one of these days.”



11) 709 Chicago Avenue (Buccaneer Development LLC, property owner)

At 4:47 p.m., Deputy Mayor Brinson convened an unsafe building hearing for 709 Chicago Avenue (Buccaneer Development LLC, property owner).

BACKGROUND

In a July 31, 2025 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote this matter was before the Board in its capacity as the City's Unsafe Building Hearing Authority.

Shuler wrote that an Order of the City of Goshen Building Commissioner was issued for each of the four rental (4) units within the residential structure at 709 Chicago Avenue. These Orders, issued on June 25, 2025, each required various repairs to be made within thirty (30) days. Copies of those Orders were attached.

Shuler wrote that the Building Commissioner Orders also set a review/compliance hearing. Therefore, at the hearing on July 31, Shuler wrote that the Board could receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and anyone else wishing to speak to the property. The Board could then:

1. Continue the matter for further review.
2. Modify the Order (e.g., extend deadlines, require a performance bond).
3. Rescind the Order.
4. Affirm the Order and, if warranted, impose a civil penalty if the Board specifically finds there has been a willful failure to comply.
5. Take any other action permitted by law to address the unsafe premises, such as authorizing action for receivership or other legal action.

For any action resulting in an Order, Shuler wrote that the Board should make specific findings in support.

On June 25, 2025, City Building Commissioner Myron Grise issued separate Unsafe Building Enforcement Authority Orders for Units 1, 2, 3 and 4 for the property at 709 Chicago Avenue, which is owned by Buccaneer Development LLC of Fresno, Calif.

For each unit, **Grise notified the property owner that the company was "in violation of the City of Goshen Building Code and Neighborhood Preservation Ordinance, codified at Goshen City Code §§ 6.1.1 and 6.3.1."**

For Unit #1, Grise cited the following violations of Goshen City Code Title 6, Article 1, Chapter 1 and Title 6, Article 3, Chapter 1:

1. The unit has **had extensive work done without required permits**, a violation of Code § 6.1.1. 7. As a result, the electrical, plumbing, and mechanicals cannot be assessed for proper functioning.
2. The unit is **using recessed space heaters**, a violation of Code § 6.3.1. 1(a).
3. The unit has **no smoke detectors**, a violation of Code § 6.3.1.8(b).
4. There is **evidence of a rodent infestation**, a violation of Code § 6.3.1.6(b)(4).
5. GFCI **outlet in kitchen did not reset and needs assessment**, a violation of Code § 6.3.1.1(a).

Grise concluded that the residential unit in the structure on the real estate **has not been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety, and is therefore unsafe** within the meaning of J.C. § 36-7-9-4(a)(5).

For Unit #2, Grise cited the following violations of Goshen City Code Title 6, Article 1, Chapter 1 and Title 6, Article 3, Chapter 1:

1. The unit has **had extensive work done without required permits**, a violation of Code § 6.1.1. 7. As a result, the electrical, plumbing, and mechanicals cannot be assessed for proper functioning.
2. The unit is **using recessed space heaters**, a violation of Code § 6.3.1. 1(a).



3. The **exterior walls are in disrepair**, a violation of Code§ 6.3.1. l(b). The exterior walls have numerous holes, areas with missing paints, and are badly weathered, particularly the window sills.
 4. The **door and frame to the storage area are rotten and in need of replacement**, a violation of Code§ 6.3.1.l(b).
 5. The **roof easing on the west wise has begun to rot**, a violation of Code§ 6.3.1. l(c).
 6. The **ceiling in the basement is deteriorating and has collapsed in areas**, a violation of Code§ 6.3.1.l(b).
 7. The **siding is deteriorating**, a violation of Code§ 6.3.1. l(b).
 8. The **walls at the top of the basement stairs have started to crumble**, a violation of Code§ 6.3.1. l(b).
 9. The **flooring in the basement doorway is broken**, a violation of Code§ 6.3.1. l(b).
 10. There is a **hole in the basement hatch that permits water penetration**, a violation of Code § 6.3.1.1 (b).
 11. There are **missing outlets, outlets that do not work properly, and multiple exposed electrical boxes**, a violation of Code§ 6.3.1.l(a).
 12. The **sump pump is not functioning**, a violation of§ 6.3.1. l(a).
 13. The **water heater in the basement is leaking**, a violation of§ 6.3.1. l(a).
 14. The **basement has accumulated debris** consisting of ceiling materials, electrical rubbish, and used tires, a violation of Code§§ 6.3.1. l(b) and 6.3.1.4.
- Grise concluded that the residential unit in the structure on the real estate **has not been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety, and is therefore unsafe** within the meaning of J.C.§ 36-7-9-4(a)(5).

For Unit #3, Grise cited the following violations of Goshen City Code Title 6, Article 1, Chapter 1 and Title 6, Article 3, Chapter 1:

1. The unit had work done without required permits, a violation of Code § 6.1.1. 7. As a result, the electrical, plumbing, and mechanicals cannot be assessed for proper functioning.
 2. The unit has mold growing on multiple walls, a violation of Code§ 6.3.1. l(b)
- Grise concluded that the residential unit in the structure on the real estate **has not been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety, and is therefore unsafe** within the meaning of I.C. § 36-7-9-4(a)(5). Further, Grise wrote that the **unit is vacant and not maintained in a manner that would permit human habitation**, occupancy, or us under Goshen City Code, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(6).

For Unit #4, Grise cited the following violations of Goshen City Code Title 6, Article 1, Chapter 1 and Title 6, Article 3, Chapter 1:

1. The **boiler heat is inoperable, the unit is utilizing recessed space heaters, and does not have proper working mechanicals**, a violation of Code§ 6.3.1.l(a).
2. The **back step needs replacement**, a violation of Code§ 6.3.1.l(e).
3. There are **holes in the wall of the kitchen and the secondary bedroom**, violations of Code§ 6.3.1.1(b).
4. There is a **hole in the kitchen floor**, a violation of Code§ 6.3.1.l(b).
5. The **kitchen window is in disrepair**, a violation of Code § 6.3.1.l(d).
6. There are **electrical outlets missing covers, detached, and inoperable**, a violation of Code§ 6.3.1.l(a).
7. There are **plumbing malfunctions in the unit, as the bathroom sink won't fully drain and the toilet leaks**, violations of Code§ 6.3.1.l(a).
8. The **bathroom floor is water damaged**, a violation of Code§ 6.3.1. l(b).



Grise concluded that the residential unit in the structure on the real estate **has not been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety, and is therefore unsafe** within the meaning of I.C. § 36-7-9-4(a)(5).

For Units 1, 2, 3 and 4, Grise ordered the property owner “to complete the necessary actions and repairs to the residential unit in the structure at the real estate to bring the property into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Goshen City Building Code and Neighborhood Preservation Ordinance. Said actions and repairs, among other considerations, must include attaining all proper permits, inspections, and address all listed violations contained in this order.”

Grise ordered the work on all four units to be completed in 30 days. He also notified the property owners to appear before the Board of Public Works & Safety for a hearing on July 31, 2025.

Shuler provided a Certificate of Service attesting that copies of the City’s notification were mailed on June 25, 2025 to Buccaneer Development, LLC of Fresno, Calif.

DISCUSSION AND OUTCOME OF BOARD’S UNSAFE PROPERTY HEARING ON JULY 31, 2025:

At 4:47 p.m., Mayor Leichty/Deputy Mayor Brinson convened an unsafe building hearing for 709 Chicago Avenue (Buccaneer Development LLC, property owner).

Present: Board members Brinson, Landis, Myers and Nichols; Assistant City Attorney Don Shuler; City Attorney Bodie Stegelmann; City Building Commissioner Myron Grise; and City Rental Inspector Micah Helmuth. **The property owner was not present.**

Assistant City Attorney Don Shuler provided the background of the matter as was presented in his memorandum to the Board. He also did so through a 32-page PowerPoint presentation, dated July 31, 2025, that was titled “Unsafe Building Hearing – Staff Report, 709 Chicago Avenue, Goshen” (**EXHIBIT #3**). The PowerPoint included a background summary of the matter, photographs taken by **City Rental Inspector Micah Helmuth** showing the condition of the property, a narrative summary of the property’s condition and a staff summary, options for action by the Board and a staff recommendation.

Shuler related the following:

- 709 Chicago Avenue is a residential structure with four (4) rental units.
- On June 25, 2025, the City Building Commissioner issued an order relative to each rental unit, finding each unit to be unsafe under the requirements of Goshen City Code.
- The Building Commissioner’s Order identified various violations of Code at each unit and ordered sufficient repairs to be made to each of the units within thirty (30) days.
- The Order was sent via Certified and Regular Mail on June 25, 2025 to the owner of the property – Buccaneer Development, LLC, as well each of the occupied units at the Property (Units 1, 2 and 4). Buccaneer Development signed for the Certified Mail for the Orders for each of the Units on June 30, 2025. The certified mailings for the 3 occupied rental units were all returned, with Units 1 and 2 returns indicating each unit was “VACANT” and the return for Unit 4 indicating “UNCLAIMED” An Affidavit of Service establishing these matters, city copies of the certified mail receipts/returns, were provided for the Board’s record (**EXHIBIT #4**).
- Violations in Unit 1 included that extensive work was done without permits, space heaters were being used that created concerns about ventilation, there was evidence of a rodent infestation and some issues with a kitchen outlet and no smoke detectors.
- Unit 2 violations included work done without permits, the use of recessed space heaters, exterior walls and doors in disrepair, the roof starting to rot, the basement ceiling deteriorating, some walls crumbling, floor damage, siding deteriorating, missing outlets, the sump pump not functioning properly and accumulated debris.



- Unit 3 violations included work completed without permits, but the primary issue was mold on multiple walls.
- Unit 4 violations included an issue with the boiler heating being inoperable and not having working mechanicals, holes in the kitchen and second bedroom along with the floor, some water damage in the bathroom, plumbing malfunctions and electrical issues.
- Based on these findings, the Building Commissioner's order for each unit noted that they hadn't been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety, and that therefore made it an unsafe building by definition under the unsafe building law.
- The Building Commissioner's order required action to bring the property into compliance within 30 days.

Shuler asked **City Rental Inspector Micah Helmuth** to share his results of his inspection and photographs from each of the units he inspected.

Deputy Mayor Brinson then swore in **City Rental Inspector Micah Helmuth** to provide truthful testimony. **Helmuth** provided the following information about the units at 709 Chicago Avenue:

- Unit 1 appears to have been redone but was repaired without permits. "There was evidence of infestation. Obviously the electrical is not up to snuff, despite being more or less brand new. What's not pictured here are the heating units that are placed inside the walls ... these are not safe. These are not efficient, nor have they been inspected. And again, no permits were pulled for this."
- Unit 2 has extensive damage outside. In addition, it has had shoddy repairs, shows signs of neglect, electrical problems, an inoperable water heater, a non-functioning sump pump, electrical work done without permits, a collapsing ceiling,
- Unit 3 is filled with mold, which has caused the ceiling to collapse.
- Unit 4, which is occupied, has a bathroom in bad condition, an inoperable boiler, electrical problems, trip hazards, and floor damage.
- Helmuth heard from Buccaneer Development, the property owner, one time when he initially reached out to schedule an inspection. The property owners missed the inspection. He reached out to the owner again in April, who promised to update their rental licenses. However, there has been no contact since then.
- It appears that the property owner hired someone to repair the units.
- The property management company has indicated it no longer manages the property, so at this point the property is not being managed.
- Tenants don't know where to pay their rent and they don't have hot water and extensive repairs are needed.
- In response to a question from the **Clerk-Treasurer**, Helmuth said he doesn't know if Buccaneer Development owns any other property in Elkhart County, but it doesn't own any other property in Goshen.

City Water & Sewer Office Manager Kelly Saenz said her office reached out to the property management company because of a water leak and her staff members were informed that the company was no longer in charge of the property and no longer wanted to be listed as being responsible for the bills. She said the owners have not been responsive so the service will soon be disconnected for non-payment since May.

Assistant City Attorney Shuler said Buccaneer Development doesn't own any other property in Elkhart County. He said the Chicago Avenue property was purchased from another party. He said it's not known why the company has not responded to the City.

Shuler each of the units at the property remain in a condition that does not meet minimum code requirements and is therefore unsafe. He said repair work done was prior to City inspections and did not have permits. In addition, he said the Building Commissioner has significant concerns about the heating system (recessed heaters / ventilation, non-working boiler) and plumbing (leaking water heater), that impacts all units.



Shuler said the property owner has not been in contact with the Building Department despite multiple attempts, as well as the orders issued by the Building Commissioner. And the City is concerned that the property will not be fixed without further action by City.

Shuler said that while the property remains in an unsafe condition, it is not in a condition, currently, that warrants demolition. He said the Board had the following options under the Indiana Unsafe Building Law:

- Provide property owner additional time to make repairs and schedule future review hearing
- Find there has been a “willful failure” to comply with the Building Commissioner’s Orders, and impose a Civil Penalty for each order up to \$5,000
- Impose the Civil Penalty, suspend upon substantial completion of repairs in 30, 45, or 60 days, and schedule for review hearing
- Authorize the Building Commissioner to take legal action, including seeking a receivership for the property, to effectuate repairs to the property
- Or some combination of the above options

Shuler requested that the Board adopt the Building Commissioner’s proposed order. More specifically:

- Adopt findings that proper notice was given, that the rental unit is still unsafe and in need of repairs and that the owner has willfully failed to comply, as there has been no contact, no permits, no scheduling of inspections, and no attempt at repairs and without further action by City, Rental Unit unlikely to be brought into compliance.
- And impose a civil penalty in the amount of \$2,500, payable by Aug. 11, 2025 and authorize the Building Commissioner to take legal action, including seeking receivership, to effectuate repairs.

Board member Landis asked if a civil penalty might discourage the property owner from making repairs. **Shuler** said the property owner could always make repairs, but a civil penalty was recommended because the property owner has been non-responsive. He said a receivership also was recommended to repair the property.

Deputy Mayor Brinson said, “It looks to me like the property owners basically abandoned this property there. They’re not collecting rent. They don’t have a management company. They’re not making any repairs. They’re not responding to our requests to make repairs.”

The **Deputy Mayor** said a receivership “may be the best tool because that puts the control in our hands to make the repairs, rent it out, and then that rental income pays off the debt. Eventually, the owner could conceivably get the property back after we’ve been paid off.”

Board member Landis said receivership has been an option for the Board in the past and either hasn’t worked or hasn’t been tried. **Shuler** said there have been six past receiverships and five were successful. He explained the outcomes in those cases. **Board member Landis** said perhaps the Board hasn’t been informed of the outcomes. He added that he could support this receivership if that’s what the Building Commissioner wanted.

Deputy Mayor Brinson clarified that the \$2,500 fine would be collected through the payment of property taxes.

Shuler said the receiver would help with that collection. He further explained the collection of the penalty.

Clerk-Treasurer Aguirre said he understood that the property owner ultimately was responsible in this case, but he asked if the property management company had any responsibilities to the tenants, who were abandoned without a way to pay or have livable homes. **Shuler** said the property management company may have some legal responsibilities to the tenants, but that would be a matter between the parties and not the City.

Deputy Mayor Brinson asked if anyone was present from Buccaneer Development. There was not.

Nichols/Myers then made a motion to adopt the proposed order as presented for each rental unit at 709 Chicago Avenue as proposed. The motion passed 4-0.



APPROVAL OF CIVIL & UTILITY CLAIMS

Deputy Mayor Brinson made a motion to approve Civil City and Utility claims. Board member Nichols seconded the motion. The motion passed 4-0.

ADJOURNMENT

Deputy Mayor Brinson then adjourned the meeting at 5:16 p.m.

EXHIBIT #1: *A redline version of the proposed agreement with Legacy Communities, Inc. to utilize the City's Brownfield Revolving Loan Fund to award a grant to fund of no more than \$685,825 for the soil remediation at 620 E. Douglas Street for the Ariel Cycleworks Project. The Board approved this revised agreement (agenda item #2).*

EXHIBIT #2 *A 14-page PowerPoint presentation, dated July 31, 2025, that was titled "Unsafe Building Hearing – Staff Report, 315 W. Oakridge Avenue, Goshen," and shown during the unsafe building hearing for the property. The PowerPoint was presented by Assistant City Attorney Don Shuler and City Building Inspector Trais Eash and included a background summary of the matter, photographs taken by Eash showing the condition of the property, a narrative summary of the property's condition, staff findings and a staff recommendation.*

EXHIBIT #3: *A 32-page PowerPoint presentation, dated July 31, 2025, that was titled "Unsafe Building Hearing – Staff Report, 709 Chicago Avenue, Goshen" and shown during the unsafe building hearing for the property. The PowerPoint was presented by Assistant City Attorney Don Shuler and City Inspector Micah Helmuth and included a background summary of the matter, photographs taken by Conrad/Eash showing the condition of the property, a narrative summary of the property's condition and a xx-page staff recommendation.*

EXHIBIT #4: *An Affidavit of Service and related documents for a City of Goshen Building Commissioner Order for 709 Chicago Avenue. It was sent via Certified and Regular Mail on June 25, 2025 to the owner of the Property – Buccaneer Development, LLC, as well each of the occupied units at the Property (Units 1, 2 and 4). Buccaneer Development signed for the Certified Mail for the Orders for each of the Units on June 30, 2025. The certified mailings for the 3 occupied rental units were all returned, with Units 1 and 2 returns indicating each unit was "VACANT" and the return for Unit 4 indicating "UNCLAIMED" An Affidavit of Service establishing these matters, city copies of the certified mail receipts/returns, were provided for the Board's record.*

APPROVED:

Mayor Gina Leichty



Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE AUGUST 7, 2025 REGULAR MEETING**

Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Mayor Gina Leichty, Mike Landis, Mary Nichols and Barb Swartley

Absent: Orv Myers

CALL TO ORDER: Mayor Leichty called the meeting to order at 4:01 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the July 24, 2025 Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board member Mike Landis made a motion to approve the minutes as presented. Board member Mary Nichols seconded the motion. The motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda with the addition of agenda item #8, *Art House request: Approve the closure of seven downtown parking spaces, 9 a.m. to 4 p.m. on Saturday, Aug. 23, for the Build Your Own Band Festival.* Board member Landis made a motion to approve the agenda as presented. Board member Nichols seconded the motion. The motion passed 4-0.

1) Women of Valor in Training request: Approve use of sidewalks at Pike and Third streets for a fundraising bucket brigade on Aug. 30, 2025, 10 a.m. to 3 p.m.

James Kofalt, a Board member of Women in Valor in Training of Syracuse, requested the use of Pike Street and Third Street, from 10 a.m. to 3 p.m. on Aug. 30, 2025, for a Bucket Brigade, a charity event in which volunteers stand in a "bucket brigade" to collect donations from the public, often in a high-traffic location.

Women in Valor in Training is a faith based non-profit organization dedicated to helping women achieve their full potential and succeed in life by providing access to opportunities for growth and empowerment. It offers a range of services and resources, including education and mentorship, to address key needs and provides continuous support.

Mayor Leichty said police were concerned about volunteers standing in traffic for donations. She asked Kofalt if he was aware of those concerns. **Kofalt** said he was aware and that volunteers could stay on the sidewalk.

The **Mayor** invited comments from other City staff.

City Engineering Project Manager Andrew Lund said the bucket brigade would take place in the State's right of way but the Indiana Department of Transportation (INDOT) would not require a permit for the use of the sidewalk on Pike Street/Highway 33. He said any stationary item would need to be kept off the sidewalk and that space would need to be left available on the sidewalk for pedestrians and those using wheelchairs. Lund said that since this area isn't in the City's right of way, the Board might not need to take action.

Mayor Leichty said because some of the City's public safety officers presented concerns, she wanted to make sure that those were taken into account as well as the INDOT request to not block sidewalks. She said IDOT also was concerned about people stepping between lanes of traffic to reach vehicles for donations. She said donations would have to be given from the passenger side of vehicles.

Mayor Leichty said, "I would think there would be safer places in the City. I realize there's a fair amount of traffic there, but there's a fair amount of risk there as well." She asked **Kofalt** if there was an urgency for the date selected.

Kofalt said this event had already been scheduled, but he was open to suggestions for a different intersection. He said he suggested this location because he saw firefighters using it for a bucket brigade.

Board member Landis said years ago requests like this were made on a more regular basis and when there were proposed for busy intersections, they usually were moved to different, less busy corners.



Mayor Leichty said she has seen bucket brigades at 8th Street and Plymouth Street. She asked when Plymouth would be closing. **City Director of Public Works & Utilities Dustin Sailor** said it would close Aug. 11.

Board member Landis said other intersections might be better and safer than Pike and 3rd streets.

Board member Swartley said, "I could not in good conscience vote for this intersection, with the construction especially. I think it's a mess there, and people have died at that intersection. So, to me there are lots of busy intersections in town that are only single lane. This would be, in my opinion, way too dangerous."

After more Board discussion, **Mayor Leichty** proposed pausing consideration of the request until the end of the meeting. She asked Kofalt to check a map and propose another intersection.

Mayor Leichty/Board member Nichols then made a motion to table this matter until the end of the meeting. The motion passed 4-0.

2) Legal Department request: Approve Resolution 2025-21, Declaring Surplus and Authorizing the Disposal of Vehicles and Equipment

On behalf of **City Fleet Manager Carl Gaines**, **Mayor Leichty** presented a request that the Board declare as surplus and authorize the disposal of vehicles and equipment.

Mayor Leichty said, "We have a number of vehicles, the majority of which are police vehicles, that we have transitioned out. We have transitioned in primarily a fleet of hybrid vehicles to save on fuel costs, and to make our vehicle fleet more operationally efficient. There are some additional vehicles included; those will be all auctioned off, and the funds from those will be returned to the General Fund."

Resolution 2025-21 would declare the property as surplus and authorize its disposal in accordance with the provisions of Indiana Code § 5-22-22-4 by engaging an auctioneer to advertise the sale of the property and conduct a public auction.

Later in the meeting, an agreement was presented to the Board for approval with an auction company to sell the property. In addition, the City would give notice of the auction by publication of the date, time, place and terms of the sale at least 15 days before the date of the sale.

According to Resolution 2025-21, the following would be declare as surplus property:

1. 2013 Chevrolet Impala, VIN/Serial Number 2G1WD5E33D1250883 (Police Asset #PD117)
2. 2012 Chevrolet Tahoe, VIN/Serial Number 1GNLC2E05CR161217 (Police Asset #PD118)
3. 2006 Porter Cable Generator, VIN/Serial Number 2212022991 (Water & Sewer Asset #6602)
4. 2012 Chevrolet Impala, VIN/Serial Number 2G1WD5E36C1226902 (Police Asset #PD107)
5. 2012 Chevrolet Impala, VIN/Serial Number 2G1WD5E33C1227862 (Police Asset #PD119)
6. 2010 MTD 26" 2-Stage Snowblower, VIN/Serial Number 1J120B30454 (Parks Asset #2208)
7. 2008 John Deere X540 with front plow, VIN/Serial Number M0X540D030087 (Buildings & Grounds Asset #9903)
8. John Deere 47" Snowblower, VIN/Serial Number M0478SBP020162 (Buildings & Grounds Asset #9903B)
9. 2014 Chevrolet Tahoe, VIN/Serial Number 1GNLC2E03ER193618 (Police Asset #135)
10. 2015 Chevrolet Impala, VIN/Serial Number 2G1WD5E32F1161521 (Police Asset #146)
11. 2011 Chevrolet Impala, VIN/Serial Number 2G1WD5EM2B1286361 (Police Asset #102)
12. 2012 Chevrolet Impala, VIN/Serial Number 2G1WD5E37C1226374 (Police Asset #104)
13. 2014 Chevrolet Tahoe, VIN/Serial Number 2G1WD5E33E1179363 (Police Asset #PD111)
14. 2013 Chevrolet Tahoe, VIN/Serial Number 1GNLC2E03DR305543 (Police Asset #138)
15. 2016 Chevrolet Impala, VIN/Serial Number 2G1WD5E35G1143306 (Police Asset #149)
16. 2013 Chevrolet Tahoe, VIN/Serial Number 1GNLC2E00DR300882 (Police Asset #PD112)



17. 2014 Chevrolet Tahoe, VIN/Serial Number 1GNLC2E09ER193560 (Police Asset #PD126)
 18. 2014 Chevrolet Tahoe, VIN/Serial Number 1GNLC2E01ER193164 (Police Asset #139)
 19. 2016 Chevrolet Impala, VIN/Serial Number 2G1WD5E37G1143372 (Police Asset #150)
 20. 2016 Chevrolet Impala, VIN/Serial Number 2G1WD5E30G1144380 (Police Asset #151)
 21. 2016 Chevrolet Impala, VIN/Serial Number 2G1WD5E30G1144394 (Police Asset #152)
 22. 2011 Chevrolet Impala, VIN/Serial Number 2G1WD5EM4B1284515 (Police Asset #1114)
 23. 2012 Chevrolet Impala, VIN/Serial Number 2G1WD5E31C1227472 (Police Asset #1115)
 24. 2015 Chevrolet Impala, VIN/Serial Number 2G1WD5E33F1161611 (Police Asset #147)
 25. 2016 Chevrolet Impala, VIN/Serial Number 2G1WD5E33G1143272 (Police Asset #148)
 26. 2011 Chevrolet Impala, VIN/Serial Number 2G1WD5EM1B1285525 (Police Asset #1112)
 27. 2014 Chevrolet Impala, VIN/Serial Number 2G1WD5E3XE1179005 (Police Asset #137)
 28. 2006 Chevrolet K1500, VIN/Serial Number 1GCEK14T46Z108281 (Central Garage Asset #710)
 29. 2007 Air Compressor, VIN/Serial Number K10150003 (Central Garage Asset #7705)
 30. 2011 Ford Ranger, VIN/Serial Number 1FTKR1ED1BPB07066 (Police Asset #1121)
 31. 2015 Ford F550 Super Duty XL, VIN/Serial Number 1FDUF5HY7FED09317 (Water & Sewer Asset #642)
 32. 1997 Dodge Ram B2500, VIN/Serial Number 2B7HB21Y7VK563694 (Police Asset #1120)
 33. 2004 Chevrolet K2500 4WD, VIN/Serial Number 1GCHK24UX4E271100 (Central Garage Asset #718)
 34. 2004 Boss V-Plow, VIN/Serial Number 79153 (Central Garage Asset #718A)
 35. Hale Grassrig Water pump, VIN/Serial Number 1182954 (Fire Asset #F975A)
- Landis/Nichols made a motion pass Resolution 2025-21, *Declaring Surplus and Authorizing the Disposal of Vehicles and Equipment*. The motion passed 4-0.**

3) Legal Department request: Approve Consignment Agreement with Bright Star Realty and Auctions, LLC
City Attorney Bodie Stegelmann told the Board that Resolution 2025-21 would authorize the disposal of the surplus vehicles and equipment – that was just declared as surplus – by engaging an auctioneer to advertise the sale of the property and conduct a public auction.

Stegelmann said the City would consign the City's surplus property with Bright Star Realty and Auctions, LLC to be sold at Bright Star's consignment auction on Sept. 26, 2025 at 11751 County Road 12, in Middlebury.

Stegelmann recommended that the Board approve and authorize the Mayor to execute the attached Consignment Agreement and Addendum with Bright Star Realty and Auctions, LLC to sell the City's surplus property at Bright Star's upcoming consignment auction. Bright Star's commission to sell the surplus property is \$25 per lot plus 5% of the gross proceeds from the sale of the surplus property.

Landis/Nichols made a motion to approve and authorize the Mayor to execute the Consignment Agreement and Addendum with Bright Star Realty and Auctions, LLC to sell the City's surplus property at Bright Star's upcoming consignment auction. The motion passed 4-0.

4) Legal Department request: Approve Resolution 2025-22, Declaring Surplus and Authorizing the Disposal of IT Equipment

City Attorney Bodie Stegelmann told the Board that the City's Technology Department wants to dispose of miscellaneous IT equipment that is no longer needed or is unfit for the purpose for which it was intended. He said the items are worthless or of no market value.

Resolution 2025-22 would declare the property as surplus and authorize its disposal in accordance with Indiana Code § 5-22-22-8 by demolishing or junking property that is worthless or of no market value.



According to Resolution 2025-22, the following would be declared surplus property:

- Viewsonic flat screen monitor, S9A112340978
- Acer flat screen monitor, ETLBZ08021818051D94200
- Septre flat screen monitor, 603RN901AA4493
- HP tower, MXL82112575
- HP tower, MXL821257D
- 3, Custom build towers
- HP tower, MXL137145S
- Tower, RC541SKN10073400151
- Tower, 03012K16002
- Tower, 03012K16001
- Hard drive (cleared)
- Box of miscellaneous cables

Landis/Nichols made a motion to pass Resolution 2025-22,-Declaring Surplus and Authorizing the Disposal of IT Equipment. The motion passed 4-0.

5) Engineering Department request: Approve Structurepoint as the selected design consultant for the College Avenue Sanitary Encasement project, for a fee of \$17,900 and hourly services not to exceed \$6,500

City Engineering Project Manager Andrew Lund told the Board that the College Avenue Phase I project involves relocation of several utilities, including the existing overhead NIPSCO Electric power lines. Due to the related bridge reconstruction at Horn Ditch, as well as limited right of way immediately east of the bridge, NIPSCO's relocated power poles will be located closer than the minimum allowable separation to Goshen's existing sanitary sewer.

Lund said City Engineering staff discussed alternatives with Structurepoint, the City's design consultant for College Avenue Phase I, and replacement of the existing gravity sanitary main with new sanitary sewer pipe in a casing pipe appears to be the best option to ensure this section of gravity sewer may be maintained in the future. This project will need to be completed this year in order to meet the College Avenue Phase I utility relocation schedule.

Lund said as Structurepoint is already aware of all planned utility relocations within the College Avenue Phase I corridor, has completed survey work for the existing sanitary main, and is able to provide a design in time for project completion yet this fall, City staff did not solicit multiple quotes for this work. Goshen Engineering requested that the Board approve Structurepoint as the design consultant for this project for a fee of \$17,900, with additional hourly services for bidding and construction services up to \$6,500, as needed.

Landis/Nichols made a motion to approve Structurepoint as the design consultant for the College Avenue Sanitary Encasement project, for \$17,900 and hourly services not to exceed \$6,500. Motion passed 4-0.

6) Engineering Department request: Approve the Peddlers Village Road closure between C.R. 17 and the new roundabout for roadway, curb and gutter and storm construction work from Aug. 18 thru Nov. 21, 2025

City Engineering Project Manager Andrew Lund told the Board that Niblock Excavating requested a road closure on Peddlers Village Road between C.R. 17 and the new roundabout. This closure is for phase three of this project and Niblock will be performing work to construct the roadway, install curb and gutter, and storm structures.

This work will start Aug. 18, and go through Nov. 21. Niblock will maintain access to residents, and the fire station and have all the traffic control devices in place.

Landis/Nichols made a motion to approve the road closure on Peddlers Village Road between C.R. 17 and the new roundabout for the roadway, curb and gutter and storm construction work from Aug. 18 thru Nov. 21, 2025. The motion passed 4-0.



7) Engineering Department request: Approve relocation and installation of new signs, as presented, to designate revised stop locations for the MACOG Interurban Trolley near the Elkhart County Courthouse

City Engineering Project Manager Andrew Lund said that with the completion of the new Elkhart County Courthouse and the completion of the new roundabout, adjustments to the MACOG trolley routes are planned. **Lund** said the City Engineering Department presented the following request at the July 17, 2025, Traffic Commission meeting. Commissioners voted unanimously with a recommendation to approve the sign relocations as described below.

Lund said the existing sign #6104, currently located on US Hwy 33/Elkhart Road just west of Peddlers Village Road, is proposed to be relocated to the north side of Peddlers Village Road, approximately 60 feet west of the intersection. In addition, sign #6108 is proposed to be installed on an existing bare post located on the south side of Peddlers Village Road just prior to the intersection. Two additional new signs, #6112 and #6107, are proposed for installation just east of the new roundabout to support the revised trolley routing.

Landis/Nichols made a motion to approve relocation and installation of new signs, as presented, to designate revised stop locations for the MACOG Interurban Trolley near the Elkhart County Courthouse. The motion passed 5-0.

8) Art House request: Approve the closure of seven downtown parking spaces, from 9 a.m. to 4 p.m. on Saturday, Aug. 23, for the Build Your Own Band Festival

Riley Mills, the Board Chair of Goshen Art House, asked the Board to approve the use of parking spaces in front of multiple downtown locations on Saturday, Aug. 23, from 9 a.m. to 4 p.m., for musicians to more easily load equipment into and out of vehicles during the annual BYOB (Build Your Own Band) Festival.

Art House requested the closure and use of the following locations: one parking spot in front of Elephant Bar (227 South Main); one parking spot in front of Goshen Theater (216 South Main); one parking spot in front of Go Dance (113 East Lincoln); one parking spot in front of Common Spirits (111 East Lincoln); one parking spot in front of Inn on South 5th (320 South 5th); one parking spot in front of American Mortgage (216 North Main); and one parking spot in front of Ignition Music Garage (120 East Washington).

Mills indicated that the affected businesses have all been notified and agreed to blocking these parking spaces.

Mayor Leichty asked if **City Street Commissioner David Gibbs** had been notified about the request for signs and traffic cones to block the parking spaces. **Mills** said Gibbs was copied on the email request but was out of the office.

The Mayor suggested Art House follow up with Gibbs next week.

In response to a question from **Board member Landis**, **Mills** clarified the use of the parking spaces so they would be available for musicians throughout the day.

NOTE: Before the meeting, Clerk-Treasurer Aguirre circulated to the Board Art House's written request (**EXHIBIT #1**)

Landis/Nichols made a motion to approve the request from Goshen Art House to close multiple parking spaces in downtown Goshen on Saturday, Aug. 23, from 9 a.m. to 4 p.m., for the Build Your Own Band Festival. The motion passed 5-0.

THE BOARD RESUMED CONSIDERATION OF THIS ITEM WHICH WAS TABLED EARLIER IN THE MEETING:

1) Women of Valor in Training request: Approve use of sidewalks at Pike and Third streets for a fundraising bucket brigade on Aug. 30, 2025, 10 a.m. to 3 p.m.

Earlier in the meeting, **James Kofalt, a Board member of Women in Valor in Training of Syracuse**, requested the use of Pike Street and Third Street, from 10 a.m. to 3 p.m. on Aug. 30, 2025, for a Bucket Brigade.

Because of safety concerns, Board members asked that Kofalt suggest a safer location.

When the consideration resumed, **Kofalt** suggested holding the budget brigade at Lincoln and Main streets. He said his group would propose placing a canopy on the Courthouse lawn, which would be off the sidewalk.



Mayor Leichty said Lincoln and Main streets has multiple lanes. He asked if **Kofalt** had another location with only one lane going in each direction. **Kofalt** suggested Jefferson and Main or Washington and Main streets. **Board members** and **Kofalt** discussed the mechanics of using the northeast corner of Washington and Main streets for the bucket brigade. Kofalt said he would inform JoJo's Pretzels of the event.

Landis/Nichols then made a motion to approve a bucket brigade fundraiser and the set-up of a canopy at the northeast corner of Washington and Main streets from 10 a.m. until 3 p.m. on Aug. 30, 2025. The motion was approved 4-0.

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

Mayor Leichty opened Privilege of the Floor at 4:29 p.m.

Nate Kauffman, the owner of Kauffman Construction, asked the Board to approve closure of sidewalk for a sidewalk replacement at 314 South 6th Street, from Aug. 25 to Aug. 29, 2025. He said the sidewalk is cracked and the homeowner wants to pay for its replacement.

Clerk-Treasurer Aguirre said he knew **Kauffman** approached a City department with this request, but there was no formal request to add this matter to the Board's agenda.

Kauffman said an Engineering staff member told him to attend today's meeting and make this request. **Aguirre** said such requests are usually accompanied by a recommendation from the Engineering Department. **Kauffman** said he applied for a permit and he hoped to do this work before the Board meets again.

Asked by the **Mayor** for his response to the request, **City Director of Public Works & Utilities Dustin Sailor** said, "If someone's going to replace your sidewalk, we're going to support that ... They just need to make sure that they're following the sidewalk closure requirements."

Landis/Nichols then made a motion to approve the sidewalk closure request at 314 South 6th Street, provided they follow the appropriate regulations for sidewalk closures, from Aug. 25 to Aug. 29, 2025. The motion passed 4-0.

Clerk-Treasurer Aguirre said he wanted to inform the Board that **Amanda Rose**, Director of First Fridays, regretted that she was not present for the last meeting to make her request. Aguirre said Rose appreciated the Board's approval and didn't take it for granted. He said Rose wrote a gracious letter to the Board about this.

At 4:32 p.m., **Mayor Leichty** closed the public comment period.

APPROVAL OF CIVIL & UTILITY CLAIMS

Mayor Leichty/Board member Landis made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member **Nichols** seconded the motion. The motion passed 5-0.

ADJOURNMENT

Mayor Leichty adjourned the meeting at 4:32 p.m.



After the meeting was adjourned, Emma Conrad, a resident of the Shanklin Millrace Neighborhood, asked the Board to reopen the meeting for consideration of a request.

Mayor Leichty permitted the request to be heard.

Conrad asked for the closure of the northern half of 700 block of Emerson Street, from West Douglas Street to the City alley between Douglas and Garfield streets, from 9 a.m. to 6 p.m. on Oct. 25, 2025, for a block party for the Shanklin Millrace neighborhood.

Conrad said the block party would be from noon to 3 p.m. She said the morning would be used to set up tables, chairs and canopies. And the later afternoon would be used to take down these items.

Conrad said she would be informing neighbors of the block party and would alert those in the affected area of the partial street closure.

NOTE: Emma Conrad submitted a written request for the street closure (EXHIBIT #2)

Nichols/Landis made a motion to approve the closure of a portion of the 700 block of Emerson Street, from West Douglas Street to the City alley between Douglas and Garfield streets, from 9 a.m. to 6 p.m. on Oct. 25, 2025, for a block party for the Shanklin Millrace neighborhood. The motion passed 4-0.

After the approval, Mayor Leichty adjourned the meeting again, at 4:35 p.m.

EXHIBIT #1: *Goshen Art House's written request to use parking spaces in front of multiple downtown locations on Saturday, Aug. 23, from 9 a.m. to 4 p.m., for musicians to more easily load equipment into and out of vehicles during the annual BYOB (Build Your Own Band) Festival. The request was distributed to Board members before the meeting and was added to the agenda by the Board as item #8.*

EXHIBIT #2: *A written request from Emma Conrad, a resident of the Shanklin Millrace Neighborhood, to close a portion of the 700 block of Emerson Street, from West Douglas Street to the City alley between Douglas and Garfield streets, from 9 a.m. to 6 p.m. on Oct. 25, 2025, for a neighborhood block party. This was an added agenda item.*

APPROVED:

Mayor Gina Leichty

Mike Landis, Member



Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE AUGUST 21, 2025 CLAIMS REVIEW & APPROVAL MEETING
Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Deputy Mayor Mark Brinson, Orv Myers and Barb Swartley

Absent: Mike Landis and Mary Nichols

Call To Order: Deputy Mayor Brinson called the meeting to order at 4:00 p.m. The Deputy Mayor announced that, pursuant to an Executive Order from Mayor Leichty, who was unavailable, he was authorized to act on the Mayor's behalf as a Board member. The Clerk-Treasurer said that order would be made part of the meeting record.

Review/Approve Agenda: Deputy Mayor Brinson presented the agenda as prepared by Clerk-Treasurer Aguirre. Board member Swartley made a motion to approve the agenda as presented. Board member Myers seconded the motion. The motion passed 3-0.

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

Deputy Mayor Brinson opened Privilege of the Floor at 4:01 p.m. There were no public comments.

Approval of Civil City and Utility Claims

Board members Swartley and Myers made a motion to approve Civil City and Utility claims. The motion passed 3-0.

Adjournment

Board members Swartley and Myers made a motion to adjourn the meeting. The motion passed 3-0. Deputy Mayor Brinson then adjourned the meeting at 4:02 p.m.

NOTE: No audience members were present at the meeting, but as required by state statutes, the news media was notified of the meeting, the agenda was published on the City of Goshen's website and the agenda was posted before the meeting at City Hall and immediately outside the meeting place.

EXHIBIT #1: Executive Order 2025-07, by Mayor Gina Leichty, designating Deputy Mayor Mark Brinson as acting executive, with all the powers of the office, in her absence from the City on Aug. 21, 2025.

APPROVED:

Mayor Gina Leichty



Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, Clerk-Treasurer



ANTHONY D. POWELL

FIRE CHIEF, CITY OF GOSHEN

209 N. 3rd Street Goshen, Indiana 46526

Phone (574) 537-3853

Cell (574) 596-0940

Fax (574) 533-7263

anthonypowell@goshencity.com www.goshenindiana.org

August 22, 2025

TO: Board of Public Works and Safety

FROM: Anthony Powell, Fire Chief, Goshen Fire Department

DATE: August 22, 2025

SUBJECT: Ratification of Conditional Offer of Employment – Matthew Yutzy

Dear Board Members,

I respectfully submit this memorandum for your review and approval of the **ratification of a conditional offer of employment** for **Matthew Yutzy** as a probationary firefighter with the Goshen Fire Department.

Mr. Yutzy has successfully completed all required testing and met the necessary standards for employment under the **Indiana Public Retirement System (INPRS)**. Additionally, he has fulfilled all internal requirements and qualifications mandated by the **Goshen Fire Department**.

I am requesting that this ratification be **made retroactive to August 21, 2025**, which reflects the effective date of his conditional offer.

Your approval will allow us to proceed with finalizing his onboarding process and ensure appropriate benefits and administrative tracking as of the stated date.

Recommended Motion:

I move to ratify the conditional offer of employment for Matthew Yutzy as a probationary firefighter retroactive to August 21, 2025.

Please feel free to contact me should you need any additional information or documentation regarding Mr. Yutzy's qualifications or the selection process.

Thank you for your attention to this matter and for your continued support.

Respectfully,
Anthony Powell



ANTHONY D. POWELL

FIRE CHIEF, CITY OF GOSHEN

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anthonypowell@goshencity.com www.goshenindiana.org

August 22, 2025

TO: Board of Public Works and Safety

FROM: Anthony Powell, Fire Chief, Goshen Fire Department

DATE: August 22, 2025

SUBJECT: Request to Hire – Matthew Yutzy, Probationary Firefighter

Dear Board Members,

I respectfully request approval to **hire Matthew Yutzy as a Probationary Firefighter** for the Goshen Fire Department, **effective August 25, 2025.**

Mr. Yutzy has completed all required testing and met the standards set forth by the **Indiana Public Retirement System (INPRS)**, as well as all internal standards of the Goshen Fire Department. His successful completion of both state and department-level requirements makes him fully qualified for probationary status.

This appointment marks the beginning of his probationary period, during which he will continue to receive training and performance evaluations in accordance with department policy and civil service regulations.

Recommended Motion:

I move to approve the hiring of Matthew Yutzy as a probationary firefighter for the Goshen Fire Department, effective August 25, 2025.

Please contact me if any further information is needed.

Respectfully,
Anthony Powell



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Gina Leichty
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member Orv Myers

Date: August 28, 2025

From: Jose' Miller, Chief of Police

Reference: Promotion of Mark D. Clere #160 to Detective

I respectfully request that the Goshen Board of Public Works and Safety approve the promotion of Lieutenant Mark D. Clere from the position of Patrol Lieutenant to the rank of Detective, retroactive to August 8, 2025.

Lt. Clere has served with the Goshen Police Department for more than thirteen (13) years. Throughout his tenure, he has consistently demonstrated exceptional dedication, professionalism, and commitment to both this department and the Goshen community.

Lt. Clere's experience in law enforcement and investigations will be extremely beneficial in his new role as Detective, strengthening the department's investigative capabilities and enhancing our service to the community.

For these reasons, I recommend Lt. Clere's promotion to Detective and respectfully request the Board's approval of this advancement.

Clere will be present for the Board of Works Meeting.

Respectfully,

Jose' Miller #116

Chief of Police

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

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Gina Leichty
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member Orv Myers

Date: August 28, 2025

From: Chief Jose' Miller

Reference: Request to Accept Officer Manuel Torres #240 Resignation

I am requesting for the Board of Public Works and Safety to **approve the resignation of Officer Manuel Torres #240 retroactive to August 25, 2025**. Officer Torres' last day at Goshen was August 24, 2025. Officer Torres has accepted a position at his previous employer in the private sector. I would like to thank Officer Torres' for his service to the Goshen community and wish him the very best in his path moving forward.

Respectfully,

Jose' Miller #116

Chief of Police

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

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

25/01/25

Greetings,

First and foremost, I would like to express my sincere gratitude to the Goshen Police Department for the opportunity to serve as a patrolman. I extend my deepest appreciation to each individual who entrusted me with their trust and dedicated time to impart knowledge in this esteemed profession. Over the past several months, I have acquired invaluable knowledge and skills. This role transcends the conventional definition of employment; it truly embodies a calling. I hold immense respect for the dedicated officers who uphold the law and have paved the way for future generations of law enforcement professionals.

Regrettably, I must inform you that I will be resigning from my duties as a patrolman. Several personal and familial circumstances have arisen that necessitate my departure from my current position. I believe that the most appropriate time to conclude my tenure as a patrolman is August 24th, 2025.

Once again, I extend my heartfelt gratitude to everyone who has shared this enriching learning experience. I extend my best wishes to the Goshen Police Department for continued success and growth.

Sincerely,
Manuel Torres

A handwritten signature in black ink, appearing to read 'Manuel Torres', with a stylized flourish at the end.



August 11th, 2025

Arts on the Millrace would like to request "No Parking" on the two closest parking spots on the north side of the powerhouse at Powerhouse Park on Sept. 5th and Sept. 6th.

These spots will be used to load-in and load-out for set up and then for bands throughout the day.

Additionally, the festival would like to request use of the tall orange cones and fencing (as much as is available), blue trash cans (12), and a trailer from Goshen Street Department for the same time frame.

Adrienne Nesbitt

Festival Director

adriennean@gmail.com



St. John the Evangelist Catholic Church

422 South Main Street • Goshen, IN 46526 • 574.533.3385

August 19, 2025,

City of Goshen
Board of Public Works and Safety
Goshen, IN 46526

Dear Members of the Goshen Board of Public Works and Safety:

St. John the Evangelist Catholic Church respectfully submits for your review the following request.

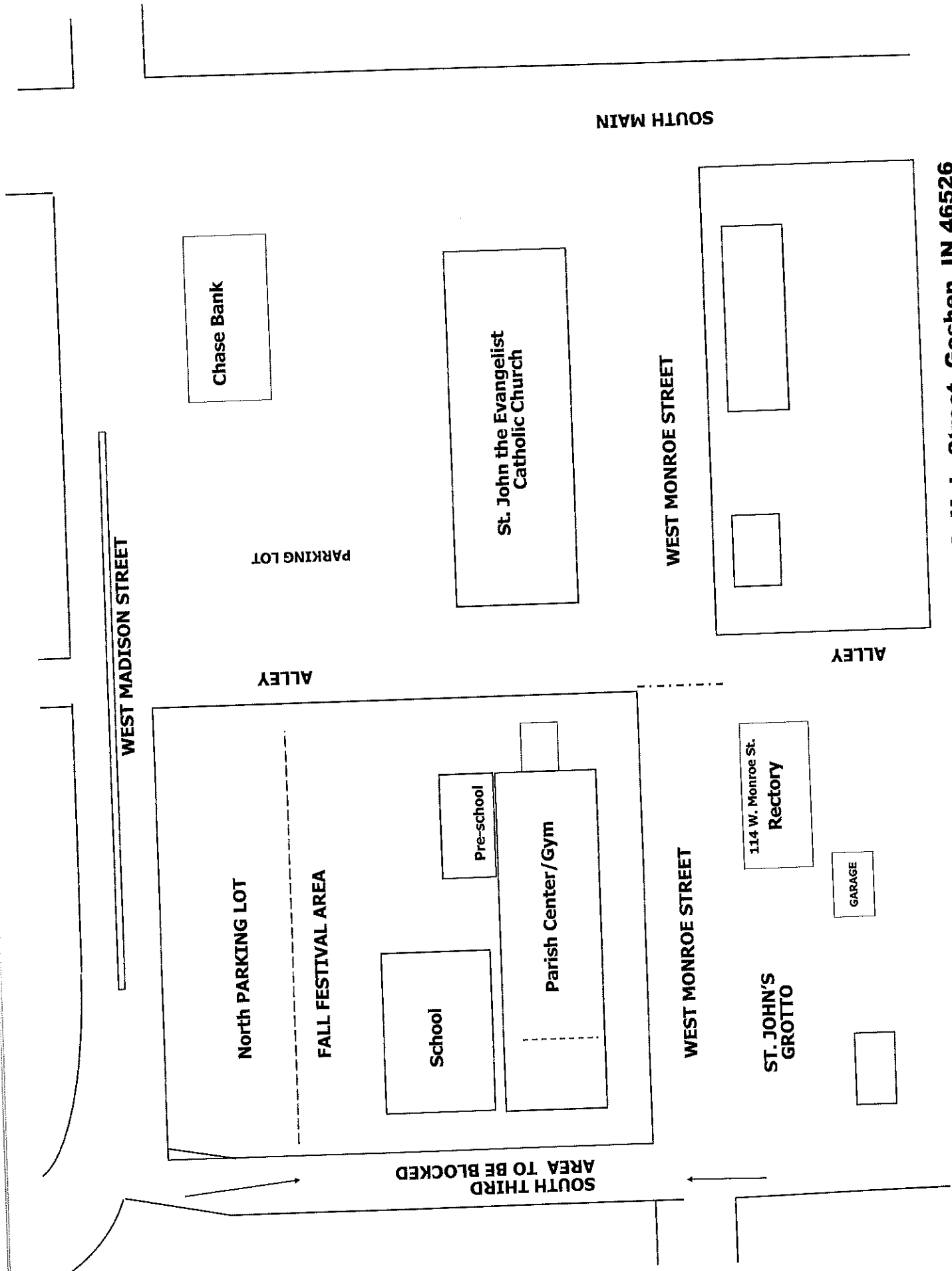
Our plans are for our annual parish festival to take place on Saturday September 6, 2025 to build fellowship, and to be held on the grounds of St. John the Evangelist Church (school parking lot). In order to safely allow our parishioners to enjoy the festival; we are requesting the Board's permission to block part of 3rd street. We ask that it be blocked from 12:00 pm until 10:00p.m. when the event is completed.

I have included for your convenience a diagram of our parish grounds that indicates the area that we hope to have blocked with the Board's approval.

Thank you for your time and consideration.

Sincerely,

Jonathan Evangelista
Pastoral Associate
Director of Religious Education
St. John the Evangelista Catholic Church
422 S. Main St. Goshen, IN 46526
574-533-3385 ext. 1216
jevangelista@stjohncatholic.com



St. John the Evangelist Catholic Church, 422 S. Main Street, Goshen, IN 46526
PARISH FESTIVAL — September 6, 2025. 5PM-10pm

CRIMSON MARCHING BAND

Goshen High School (574) 533-8651 Ext. 5120

Director Tom Cox & Director Josh Kaufman

tcox@goshenschools.org & jkauffman@goshenschools.org

401 Lincolnway E.

August 25, 2025

Dear Members of the City of Goshen Board of Public Works and Safety,

This letter and attached map are a formal request from the Goshen High School Band Boosters for the closure of the following public streets for the upcoming Goshen Marching Band Invitational to be held at Goshen High School on Saturday, September 6th. We are making this request for the safety of the students and volunteers that will be attending this event. Since we utilize the entire campus for this Invitational, students' movement across these streets is necessary. Twenty-four (24) marching bands from around the region will begin performing in the mid-afternoon as the schedule is still being finalized. Preparations for the Invitational and the arrival of each participating school will begin in the morning, therefore, we request street closure no later than 10:00 a.m. The event will conclude shortly after 9:30 pm, with all participants leaving no later than 11:00 p.m. and clean-up completed no later than midnight.

The streets that we request closure on are as follows:

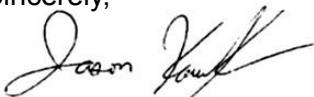
1. East Purl Street from 9th Street east to the school campus.
2. 10th Street from the intersection of 10th and Madison Street south to E Reynolds Street.

These street closures and the request for barricades and safety cones have been discussed with David Gibbs, Street Commissioner.

The Boosters are also requesting the use of the grassy area between S 11th Street and US 33 and E Madison Street on the south for parking for spectators during the Invitational, if that area is within the City's purview to grant.

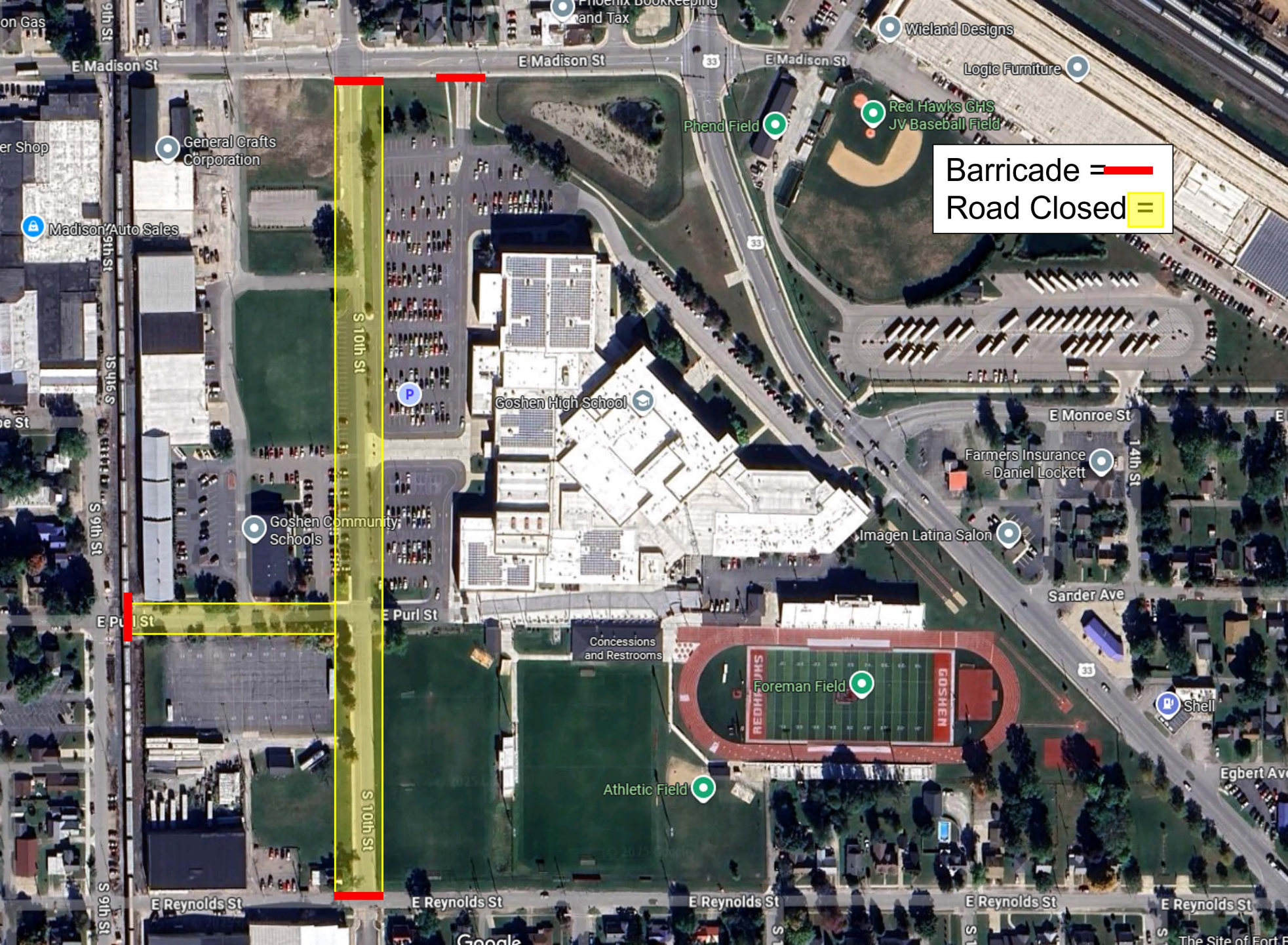
We will make sure that we have a member of the Boosters present at the Board of Works meeting to answer any questions you may need. Any questions before the meeting may be directed to me at (574) 606-4064. Thank you in advance for your consideration.



Sincerely,



Jason Kauffman

Goshen High School Band Boosters Representative



Barricade = 
Road Closed = 

Marlin Schwartz / Member 9/4/2024

Artisan Investment Group

420 N Main Street Suite 1

Middlebury IN 46540

abgmarlin@gmail.com

574-536-1210

**Goshen Board of
Works**

**111 E Jefferson
Street Goshen,
IN 46528**

Dear Goshen Board Of
Works,

I hope this letter finds you well. I am writing on behalf of Artisan Investment Group to request a width variance to install an asphalt parking area for 3 vehicles at our property located at 601 N Fifth Street, Goshen, Indiana. We are committed to removing the stone and seeding new grass along Garden Street so that stormwater capture can better occur along Garden Street.

We believe that establishing asphalt parking at our location will provide us with the necessary space for our vehicles and maintain the surrounding area's character. We are committed to ensuring that the installation is done with care, adhering to any regulations and guidelines set by the city to preserve the integrity of our community. We appreciate your time and assistance in this matter and look forward to your favorable response.

Thank you for considering our
request.

Sincerely, Marlin
Schwartz

Artisan Investment
Group / Member

**CITY OF GOSHEN REVIEW
ENGINEERING**

REVIEWED BY: D. SAILOR, P.E.

REVIEW DATE: 08/21/2025

REVIEW STATUS: SUFFICIENT
AS NOTED

Width exceeds 24'.
Board of Works
approval is required

5.5'
20'
Asphalt
5'

Remove
Gravel
Plant Grass

Note: Minimum HMA thickness
to be 4" (Typ. 1" HMA surface on
3" HMA binder on 6" INDOT No.
53 compacted aggregate base)

Note: Off an alley, the City
will allow HMA within the
R/W. Other locations where
sidewalk is involved, the
approach within the R/W is to
be concrete.

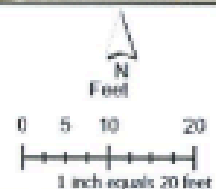
Garden St

N 5th St

The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless, and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.

601 N 5th Street


2025 Aerial
Printed on 8/5/2025



The City of Goshen
Department of
Planning & Zoning
204 East Jefferson Street, Goshen, Indiana 46526
Phone: 574-634-3620 Fax: 574-634-6626

601 N 5th - Driveway Width Application

From Deegan, Rossa <rossadeegan@goshencity.com>
Date Wed 8/6/2025 3:49 PM
To Aguirre, Richard <richardaguirre@goshencity.com>
Cc Sailor, Dustin <dustinsailor@goshencity.com>

 1 attachment (548 KB)
25-26DV_Completed Application (signed).pdf;

Hi Richard,

Marlin Schwartz of Artisan Investment Group will be applying for a 30' wide drive approach at Board of Works for 601 N 5th Street. Both Dustin and I spoke with him about his application. His site plan is attached. It will also need developmental variances approved at BZA.

Sincerely,

Rossa Deegan, AICP
Assistant Planning & Zoning Administrator
City of Goshen
204 E Jefferson St, Suite 4
Goshen, IN 46528
rossadeegan@goshencity.com
574-534-3505

GOSHEN CITY PLAN COMMISSION

204 E. Jefferson Street, Suite 4

Goshen, IN 46528

(574) 534-3600

25-260V

Case # - staff use only

PETITION

To: The Clerk of the Goshen City Council, and

☒ The Goshen City Plan Commission/Staff

Or

☐ The Board of Zoning Appeals of the City of Goshen, Indiana

Date: 8-6-2025

The undersigned owners of real estate, identified with this application, which is located in the City of Goshen, respectfully petition the Board (check one):

- ☒ To grant a VARIANCE as shown below
- ☐ For an APPEAL from the Administrator's decision as shown below
- ☐ To modify a commitment
- ☐ To REZONE said property from _____ district to _____ district
- ☐ To approve a SUBDIVISION
- ☐ To approve a VACATION OF PUBLIC WAY
- ☐ To approve a MAJOR/MINOR CHANGE
- ☐ To approve PRELIMINARY/FINAL PUD SITE PLAN
- ☐ To approve SECONDARY PLAT


Identify specific petition here: Developmental Variance for 3 spaces
where 4.5 is required and open parking in the front yard

Name: Artisan Investment Group Phone No: 574-536-1210

Address: 420 N main st Ste 1 Email: abg 4 office@gmail.com
Middlebury IN 46540

Name: _____ Agent (if any) Phone No: _____

Address: _____ Email: _____

Signature of Owner(s)
 or authorized representative: 

Located -S-E-W (corner side) of N 7th Street (miles/feet)

N-S-E-W of Garden Street (601) House No. _____

Legal Description: Lot 19 of Mayfields 3rd less N 26.5'

_____ (if lengthy, please attach)

Dimensions: Frontage ~40.5' on file ~132' on Garden Depth: ~132' Area 5,346 (Sq ft/acres)

Present use of property: 3 Family Dwelling

Present zoning of property: R-1

STAFF USE ONLY

ADJACENT PROPERTY OWNER LIST

Property Owner: Artisan Investment Group, LLC

Property Address: 601 N 5th Street

Complete Parcel #: 20-11-09-204-018.000-015

Date Received: 8/6 20 25

Amount Received: \$ 125.00

By: RD Receipt No: 5739 Public Hearing Date: 8/26/25

Legal Description/Recorded Deed: ☒ yes

Plot Plan: ☒ yes ☐ no ☐ n/a

Rezoning Signs to Petitioner to Post: ☒ yes ☐ no ☐ n/a



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601 N 5th Street

2025 Aerial
Printed on 8/5/2025



0 5 10 20
1 inch equals 20 feet

The City of Goshen

Department of
Planning & Zoning
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-3600 Fax: 574-533-8626

Koehn Construction, LLC

60181 County Road 101,

Elkhart, IN 46517

574.304.5656

vkconstructionllc20@gmail.com

Hello, Richard,

We are needing to paint the 2nd and 3rd floor's outside windows on the Spohn Building (109 East Clinton Street) at the corner of North Main and East Clinton Street in Goshen. This will require parking space and sidewalk use, and we will be using a lift. Could we please have the sidewalk and parking spaces closed in front of this building for the days that we are working?

I am thinking of doing it in the first 2 weeks in October.. This time frame of 2 weeks gives us plenty of time, but I expect the actual job will only take 4-5 days.

Thanks for your consideration,

Vaughn Koehn,
Koehn Construction,LLC





CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

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

donshuler@goshencity.com • www.goshenindiana.org
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

August 28, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Acceptance of Easement for 64091 CR 31, Goshen

It is recommended that the Board accept the attached Easement from Daniel J. Yoder and Susan D. Yoder and authorize the Mayor to execute the acceptance. This easement is for Goshen City utility purposes at 64091 CR 31, Goshen, Indiana.

Suggested Motion:

Move to accept the Easement for Goshen City utility purposes at 64091 CR 31 from Daniel J. Yoder and Susan D. Yoder, and authorize the Mayor to execute the Acceptance.

EASEMENT

Daniel J. Yoder and Susan D. Yoder, Husband and Wife ("Grantor"), grants and conveys to City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana ("City"), whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for good and valuable consideration, the receipt whereof is hereby acknowledged, an easement over, across, and through real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A and depicted upon the drawing attached as Exhibit B. The area so described and depicted is hereinafter referred to as "Easement."

The Easement is part of the real estate more commonly known as 64091 County Road 31, Goshen, Indiana, and part of Parcel Number 20-11-24-226-005.000-014. Grantor obtained title to the real estate by Warranty Deed dated June 26, 2017 and recorded July 5, 2017 in the Office of the Recorder of Elkhart County, as Instrument No. 2017-13801.

The Easement is granted and conveyed to City for Goshen City utilities purposes. Grantor grants City access to the Easement for the purposes of accessing, installing, operating and maintaining Goshen City utility facilities, including any appurtenances as may be required.

City shall restore the surface of the Easement after any entry by City to as good as or better condition than it was prior to the entry. City shall promptly pay for or otherwise rectify any damage caused by City to Grantor's adjoining real estate.

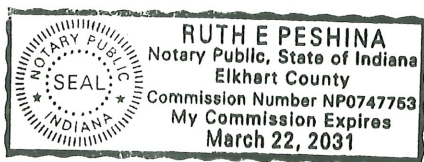
City is not obligated to replace any improvements extending over or into the Easement that may be damaged or removed during any subsequent entry.

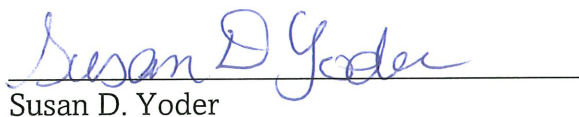
Grantor may use, occupy and possess the Easement in a manner that is consistent with and does not interfere with City's rights contained in this Easement.

The terms of this Easement shall run with the land and shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

IN WITNESS WHEREOF, the undersigned has executed this Easement on August 18th, 2025.


Daniel J. Yoder




Susan D. Yoder

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on August 18th, 2025, personally appeared Daniel J. Yoder and Susan D. Yoder, Husband and Wife, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

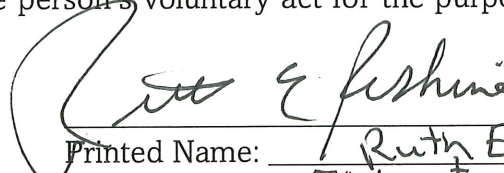

Printed Name: Ruth E Peshina
Notary Public of Elkhart County, IN
My Commission Expires: 3-22-2031
Commission Number: NP0747753

EXHIBIT "A"

EASEMENT DESCRIPTION

EASEMENT #3

A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT MARKING THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 49 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 538.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 49 MINUTES 20 SECONDS EAST ALONG SAID EAST LINE, 10.00 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 40 SECONDS WEST, 30.00 FEET; THENCE NORTH 00 DEGREES 49 MINUTES 20 SECONDS WEST, 10.00 FEET; THENCE NORTH 89 DEGREES 10 MINUTES 40 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 300 SQUARE FEET, MORE OR LESS.

BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS OF WAY OF RECORD.

LAST DEED OF RECORD: 2017-13801


CRAIG S. BATDORFF P.S. 21200006

3/31/22
DATE



 **ABONMARCHE**

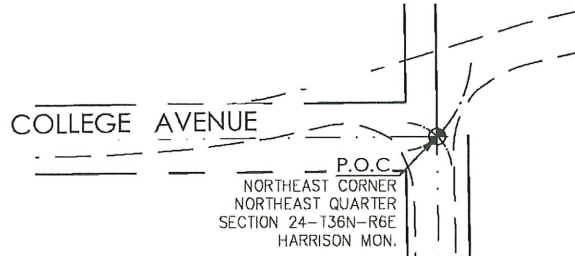
PREPARED FOR:
LAST DANCE, LLC

DATE: 3/31/22 ACI JOB #: 21-0453 SHT 1 OF 2

COPYRIGHT 2022 - ABONMARCHE CONSULTANTS, INC.

Engineering - Architecture - Land Surveying

EXHIBIT "B"



EASEMENT FOR WATER MAIN

A PART OF THE NORTHEAST QUARTER OF
SECTION 24 TOWNSHIP 36 NORTH,
RANGE 6 EAST, ELKHART TOWNSHIP,
ELKHART COUNTY, INDIANA

JONATHAN & AIMEE WEISHAUP
INSTR. #2016-21771

Line Table		
Line #	Bearing	Length
L1	S0°49'20"E	10.00'
L2	S89°10'40"W	30.00'
L3	N0°49'20"W	10.00'
L4	N89°10'40"E	30.00'

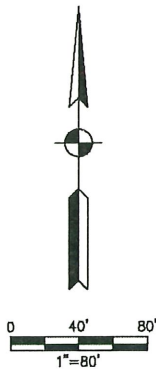
EAST LINE NE 1/4 SEC. 24-T36N-R6E
538.80'
EXISTING EDGE OF PAVEMENT
COUNTY ROAD 31
APPARENT R/W LINE
EXISTING EDGE OF PAVEMENT

SUE E. EISENHOUR
INSTR. #98-08629

P.O.B.
EASEMENT #3

PROPOSED
10'X30' WATER
MAIN EASEMENT
(300 S.F.)

DANIEL J. & SUSAN D. YODER
INSTR. #2017-13801



14'
14'

ABONMARCHE

303 River Race Drive, Unit 206
Goshen, IN 46526
T 574.533.9913
F 574.533.9911
abonmarche.com

Benlon Harbor
Pt. Wayne
Goshen
Grand Haven
Hobart

Lafayette
Portage
South Bend
Valparaiso

PREPARED FOR:

LAST DANCE

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SCALE: 1" = 80'

JOB #: 21-0453

SHEET 2 OF 2

ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Easement from Daniel J. Yoder and Susan D. Yoder, Husband and Wife, and accepts the Easement on _____, 2025.

Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 2025, personally appeared Gina M. Leichty, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Printed Name: _____
Notary Public of _____ County, IN
My Commission Expires: _____
Commission Number: _____

This instrument was prepared by Donald R. Shuler, Attorney No. 265871, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

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



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

August 28, 2025

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Agreement with Baker Tilly Advisory Group, LP for consulting services on City Utilities' Annual Accounting and Reporting Support, Gateway Annual Report, and Debt Management.

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached agreement with Baker Tilly Advisory Group, LP for City Utilities' Annual Accounting and Reporting Support, Gateway Annual Report, and Debt Management. Baker Tilly Advisory Group, LP's total annual compensation under this agreement will not exceed \$18,300 with both Parties understanding each has the right to terminate at any time after reasonable advance written notice.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the agreement with Baker Tilly Advisory Group, LP for City Utilities' Annual Accounting and Reporting Support, Gateway Annual Report, and Debt Management at an annual cost not to exceed \$18,300 with both Parties understanding each has the right to terminate at any time after reasonable advance written notice



Baker Tilly Advisory Group, LP
9229 Delegates Row
Suite 400
Indianapolis, IN 46240
United States of America

T: +1 (317) 465 1500
F: +1 (317) 465 1550

bakertilly.com

April 11, 2025

Goshen Utilities, Indiana
The Honorable Gina Leichty, Mayor
202 South Fifth Street, Suite 2
Goshen, IN 46528-3714

RE: Engagement Letter Agreement Related to Services

This letter agreement (the Engagement Letter or Agreement) is to confirm our understanding of the basis upon which Baker Tilly Advisory Group, LP (Baker Tilly) and its affiliates are being engaged by the Goshen Utilities, Indiana (the Client) to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices (Deliverables). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices (Baker Tilly's Preexisting Knowledge) (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any of the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

Investments

Baker Tilly certifies that pursuant to Indiana Code 5-22-16.5 *et seq.* Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

Non-Discrimination

Pursuant to Indiana Code §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

Anti-Nepotism

Baker Tilly is aware of the provisions under IC 36-1-21 *et seq.* with respect to anti-nepotism in contractual relationships with governmental entities. The Firm is not aware of any relative (as defined in IC 36-1-21-3) of any elected official (as defined in IC 36-1-21-2) of the Client who is an owner or an employee of the Firm.

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Agreement, any Engagement Letter, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by Client without the written consent of Baker Tilly. Baker Tilly may assign and transfer this Agreement and any Letter to any successor that acquires all or substantially all of the business or assets of Baker Tilly by way of merger, consolidation, other business reorganization, or the sale of interests or assets.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

The Honorable Gina Leichty, Mayor
Goshen Utilities, Indiana

April 11, 2025
Page 6

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Signature,

BAKER TILLY ADVISORY GROUP, LP

A handwritten signature in black ink, appearing to read "Daniel A. Hedden". The signature is fluid and cursive, with the first name "Daniel" being more prominent than the last name "Hedden".

Daniel A. Hedden, Principal

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly Advisory Group, LP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC (BTIS), a U.S. Securities and Exchange Commission (SEC) registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC (BTC) Baker Tilly Capital, LLC (BTC) is a limited-service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors (BTMA) is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board (MSRB). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provided to the Client in writing at that time.

RE: Accounting and Reporting Support

DATE: April 11, 2025

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between Goshen Utilities, Indiana, (the Client) and Baker Tilly Advisory Group, LP (Baker Tilly).

SCOPE OF WORK

Baker Tilly agrees to furnish and perform the following services as requested.

A. Accounting and Reporting Support

1. Provide as needed support for accounting and reporting processes related to the computerized accounting system modules of the Client as detailed below:
 - a) General Ledger;
 - b) Check Reconciliation;
 - c) Accounts Payable;
 - d) Cash Collection;
 - e) Payroll;
 - f) Reporting; and
 - g) Other (as necessary)
2. Provide as needed support for accounting and reporting processes for the Client as detailed below:
 - a) Cash and investments management;
 - b) Bond issues and other debt;
 - c) Property taxes;
 - d) Excise taxes;
 - e) Other operating revenues;
 - f) Personnel services;
 - g) Supplies;
 - h) Other services and charges;
 - i) Capital outlays;
 - j) Other disbursements;
 - k) Non-financial activity; and
 - l) Other accounting and reporting processes (as necessary)

3. Support services will be directed by the Client based on the scope and nature of the event. Baker Tilly's services include:
 - a) On-site support as needed;
 - b) Telephone support as needed;
 - c) E-mail support as needed;
 - d) Written communication as needed; and
 - e) Remote support via Internet as needed

B. Gateway Annual Report

1. Client will provide Baker Tilly a detailed trial balance and any supporting schedules necessary to support the trial balance totals.
2. Client will provide Baker Tilly supporting documentation for Grants to include local project name, federal program title, federal agency, pass through agency, CFDA Number, award name, award number, grant type, local fund number, grant receipts, grant disbursements, amount provided to sub-recipients, amount of loans outstanding, amount of non-cash assistance for the year and amount of insurance in effect for the year.
3. Client will provide Baker Tilly with non-depreciable and depreciable capital asset additions and deletions for the reporting year. Baker Tilly will assist Client to compute depreciation expense and accumulated depreciation based on Client's capital asset policy.
4. Client will provide Baker Tilly with information on all outstanding leases including the lessor, description of the lease, annual lease payment, beginning date of lease and ending date of lease.
5. Client will provide Baker Tilly with information on financial assistance to non-governmental entities including the name, federal tax identification number, address, contact information, source of funding, amount of funding and type of entity.
6. Client will provide Baker Tilly with information necessary to complete the reporting requirements for Public Official Surety Bonds including position, type, name, amount of bond and term.
7. Client will complete the Risk Assessment questionnaire:
 - a) Assist Client to upload supporting documentation for the risk assessment questionnaire.
 - b) Assist with other parts as needed, but not in lieu of management control.
8. Data upload into Gateway:
 - a) Assist Client to download text files from the Client's accounting and reporting software in accordance with Gateway reporting requirements, as applicable.
 - b) Assist Client to upload text files into Gateway, as applicable.
 - c) Or; Assist Client to generate data totals for manual entry into Gateway, as applicable.
9. Assist Client to tie beginning balances to prior Gateway Annual Report.
10. Assist Client to tie receipts, disbursements and ending balances to current year financial information.
11. Assist Client to analyze transfers in equal transfers out.
12. Assist Client to compute receivables and payables as of December 31.
13. Assist Client to complete debt service reporting.
14. Assist Client to complete pension reporting.

C. Debt Management

1. Client will provide Baker Tilly with a detailed trial balance and any supporting schedules required by Baker Tilly.
2. Assist Client to input basic debt information into Gateway to include debt name, type of debt, base CUSIP number, if applicable, and property tax cap exemption status.
3. Assist Client to input the authorizing Indiana Code cite for the debt.
4. Assist Client to input information on debt limitations to include issuer, current debt limit and current debt capacity, as applicable.
5. Assist Client to input applicable bond sale information which may include:
 - a) Date of preliminary determination.
 - b) Date of publication and newspapers.
 - c) Date of appropriation resolution.
 - d) Date of debt sale.
 - e) Date of debt closing.
6. Assist Client to disclose results of petition/remonstrance, if applicable.
7. Assist Client to disclose debt rating, if applicable.
8. Assist Client to disclose the security on the debt and source of repayment.
9. Assist Client to disclose the purpose and total project cost of the debt.
10. Assist Client to disclose the sources and uses of funding for the debt.
11. Assist Client to disclose the dates of bids, start of construction and estimated date of substantial completion, as applicable.
12. Provide an amortization schedule of the debt.

COMPENSATION AND INVOICING

Fees for services set forth in the Scope Appendix will be billed at standard billing rates based upon the actual time and expenses incurred and will not exceed Eighteen Thousand Three Hundred Dollars (\$18,300) annually without further authorization from the Client.

Standard Hourly Rates by Job Classification
9/1/2024

Title	Hourly Rate
Principals / Directors	\$420 - \$660
Managers / Senior Managers	\$290 - \$440
Consultants / Analysts / Senior Consultants	\$185 - \$300
Support / Paraprofessionals / Interns	\$115 - \$195

**Billing rates are subject to change periodically due to changing requirements and economic conditions. The Client will be notified thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred except for direct, project-related expenses such as travel costs.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month.

Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Signature,

BAKER TILLY ADVISORY GROUP, LP



Daniel A. Hedden, Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

August 28, 2025

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Agreement with Baker Tilly Advisory Group, LP for consulting services under City Utilities' Engagement Letter dated April 11, 2025 for General Municipal Advisory Services, Securities Issuance, 2026 State Revolving Fund Application, Rate Study, Meeting and Reports.

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Scope Appendix to their Engagement Letter dated April 11, 2025. This Scope Appendix includes the following tasks:

- A. general municipal advisory services
- B. securities issuance
- C. Assist with coordination of the financial portions of the 2026 State Revolving Fund application
- D. A rate study regarding annual revenue requirements
- E. Attendance of all necessary meetings and provide required reports.

Baker Tilly Advisory Group, LP's total annual compensation under this agreement for tasks A-C will be lump sum of \$77,000. Baker Tilly Advisory Group, LP's total annual compensation under this agreement for tasks D-E will not exceed \$20,000. Both parties understanding each has the right to terminate at any time after reasonable advance written notice.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the agreement with Baker Tilly Advisory Group, LP Scope Appendix to their Engagement Letter dated April 11, 2025 as referenced herein with compensation for tasks A-C a lump sum of \$77,000 and compensation for tasks D-E not to exceed \$20,000 with both parties understanding each has the right to terminate at any time after reasonable advance written notice.

RE: Debt Issuance – 2026 SRF Bonds

DATE: June 23, 2025

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between City of Goshen, Indiana (the Client) and Baker Tilly Advisory Group, LP (BTAG) and relates to services to be provided by both BTAG and Baker Tilly Municipal Advisors, LLC (BTMA), collectively (Baker Tilly).

SCOPE OF WORK

BTMA agrees to furnish and perform the following services for the Client.

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a Project), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
4. Assist the Client in selecting an approach for a Project.
5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
7. Assist Client in coordinating the activities of the working group for a Project as needed.
8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
9. Assist the Client with other components of a Project as requested and agreed upon.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a Transaction), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the issuance (the Debt Obligation).
2. Assist the Client in determining an appropriate method of sale for the Debt Obligation (e.g., competitive, negotiated, private placement.)
3. Provide for the Client's consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.
4. Advise the Client on current market conditions, financial impacts of federal, state, or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.



5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
6. Assist the Client in the analysis of utilizing credit enhancement and aid in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.
7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
8. Assist Client in identifying other professional services that may be necessary for the issuance or post -issuance requirements of the Debt Obligation.
9. Assist the Client in connection with the preparation, composition, review, and distribution of an offering document (e.g., Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project, and the Debt Obligation.
10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, and official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.
13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

C. State Revolving Fund (SRF) Application

1. Assist with the coordination of the financial portions of the application to the SRF disclosing technical data, information and schedules concerning the Bonds and the Client needed by the SRF.
2. Issue a consultant's report in connection with the issuance of the Bonds including debt service coverage resulting from the first full year of operation of the newly constructed improvements. The report will be in the SRF Financial Due Diligence if the SRF is the funding source of the improvements.
3. Provide additional information to the SRF or others as may be needed throughout the period between filing the application and closing the Bonds.
4. Analyze the terms proposed by the SRF and, when appropriate, suggest modifications of such terms for the Bonds.
5. Make recommendations to the Client for options to finance non-eligible project costs.
6. Prepare and submit at pre-closing, on behalf of the Client, the initial disbursement request form and supporting documentation.

Baker Tilly agrees to furnish and perform the following services for the Client.

D. Rate Study

1. Analyze historical recorded financial information for a period of three (3) calendar years and the most recent twelve (12) month period when applicable (the test year).
2. Detail from available records a schedule of flow of funds for the past three (3) calendar years and the test year for the purpose of determining trends, amounts of revenue, cash operation and maintenance expenses, debt service requirements and expenditures for improvements to the Utility property and plant.
3. Analyze expenses of the test year in order to locate and adjust items which should be properly capitalized, expensed or reclassified (if applicable).
4. Analyze accounts, invoices and pertinent documents and interview Client personnel and/or consulting engineers made available by the Client to determine possible changes in expenses and the possible effects of those changes (if applicable).
5. Obtain information from Client officials, engineers and/or other available sources to suggest to the Client adjustments to test year cash operating expenses such as additional labor, power costs, chemical costs, additional taxes and other fixed, known and measurable expense changes (if applicable).
6. Schedule monthly revenues of the test year in order to locate unusual and significant fluctuations in such revenue (if applicable).
7. Prepare amortization schedules of presently outstanding funded debt of the Utility extending over the life of the remaining years of payment and obtain information from bond ordinances or other documents relating to such funded debt.
8. Obtain information from the rate ordinance, tariffs and bond ordinances now in effect.
9. Assist in the development of a capital improvements program and determine alternative financial programs leading to the obtaining of funds necessary to meet the capital improvement requirements through funds now available and/or future revenues of the system and/or the use of debt financing.
10. Provide alternative estimates of future annual revenue requirements for consideration by the Client (if applicable).
11. Suggest revenue increases for the Utility as may be considered necessary to meet the estimated future annual revenue requirements.
12. If appropriate, prepare comparative information concerning the present and possible future rate structure of the Client.

E. Meetings and Reports

1. Attend a meeting with officials of the Client to discuss findings and recommendations.
2. Furnish a financial report summarizing the results of Baker Tilly's studies for submission to the Client.
3. Provide financial information including a new schedule of rates and charges, if required, to the Client's attorneys for the preparation of resolutions and ordinances as may be required.
4. Attend a public hearing to be conducted by the Client to present accounting information relating to the proposed rates and charges, if a rate change is necessary.

COMPENSATION AND INVOICING

For services as set forth in the scope sections above fees shall be:

Scope Section(s)	Fee	Not to Exceed
A - C	\$77,000	
D - E	Time and Expense*	\$20,000

Standard Hourly Rates by Job Classification
9/1/2024

Title	Hourly Rate
Principals / Directors	\$420 - \$660
Managers / Senior Managers	\$290 - \$440
Consultants / Analysts / Senior Consultants	\$185 - \$300
Support / Paraprofessionals / Interns	\$115 - \$195

**Billing rates are subject to change periodically due to changing requirements and economic conditions. The Client will be notified thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred by Baker Tilly except for direct, project-related expenses such as travel costs and charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity®.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month.

Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if other arrangements are made. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.



- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Signature,

BAKER TILLY ADVISORY GROUP, LP



Eric J. Walsh, Principal



Jeffrey P. Rowe, Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

August 28, 2025

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Agreement with Baker Tilly Advisory Group, LP for consulting services under City Utilities' Engagement Letter dated April 11, 2025 for General Municipal Advisory Services, Securities Issuance and 2025 State Revolving Fund Applications for Forgivable Bond Anticipation Notes.

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Scope Appendix to Baker Tilly Advisory Group, LP's Engagement Letter dated April 11, 2025. The Scope Appendix includes general municipal advisory services, securities issuance and 2025 state revolving fund applications for forgivable bond anticipation notes. Baker Tilly Advisory Group, LP's total annual compensation under this agreement will not exceed \$40,000 with both Parties understanding each has the right to terminate at any time after reasonable advance written notice.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the agreement with Baker Tilly Advisory Group, LP Scope Appendix to Baker Tilly Advisory Group, LP's Engagement Letter dated April 11, 2025 for general municipal advisory services, securities issuance and 2025 state revolving fund applications for forgivable bond anticipation notes at an annual cost not to exceed \$40,000 with both Parties understanding each has the right to terminate at any time after reasonable advance written notice.

RE: Debt Issuance – Municipal Water Utility – 2025 SRF EC Forgivable BAN

DATE: August 13, 2025

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between City of Goshen Utilities, Indiana (the Client) and Baker Tilly Advisory Group, LP (BTAG) and relates to services to be provided by Baker Tilly Municipal Advisors, LLC (BTMA), collectively (Baker Tilly).

SCOPE OF WORK

BTMA agrees to furnish and perform the following services for the Client.

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a Project), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
4. Assist the Client in selecting an approach for a Project.
5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
7. Assist Client in coordinating the activities of the working group for a Project as needed.
8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
9. Assist the Client with other components of a Project as requested and agreed upon.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a Transaction), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the issuance (the Debt Obligation).
2. Assist the Client in determining an appropriate method of sale for the Debt Obligation (e.g., competitive, negotiated, private placement.)
3. Provide for the Client's consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.
4. Advise the Client on current market conditions, financial impacts of federal, state, or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.

5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
6. Assist the Client in the analysis of utilizing credit enhancement and aid in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.
7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
8. Assist Client in identifying other professional services that may be necessary for the issuance or post -issuance requirements of the Debt Obligation.
9. Assist the Client in connection with the preparation, composition, review, and distribution of an offering document (e.g., Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project, and the Debt Obligation.
10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, and official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.
13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

C. State Revolving Fund (SRF) Application

1. Assist with the coordination of the financial portions of the application to the SRF disclosing technical data, information and schedules concerning the Bonds and the Client needed by the SRF.
2. Issue a consultant's report in connection with the issuance of the Bonds including debt service coverage resulting from the first full year of operation of the newly constructed improvements. The report will be in the SRF Financial Due Diligence if the SRF is the funding source of the improvements.
3. Provide additional information to the SRF or others as may be needed throughout the period between filing the application and closing the Bonds.
4. Analyze the terms proposed by the SRF and, when appropriate, suggest modifications of such terms for the Bonds.
5. Make recommendations to the Client for options to finance non-eligible project costs.
6. Prepare and submit at pre-closing, on behalf of the Client, the initial disbursement request form and supporting documentation.

COMPENSATION AND INVOICING

Fees for services set forth in the Scope Appendix will be Forty Thousand Dollars (\$40,000).

The above fees shall include all expenses incurred by Baker Tilly except for direct, project-related expenses such as travel costs and charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity®.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month.

Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if other arrangements are made. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

**SCOPE APPENDIX to
Engagement Letter dated: April 11, 2025
Between City of Goshen Utilities, Indiana, and
Baker Tilly Advisory Group, LP**

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

BAKER TILLY ADVISORY GROUP, LP



Jeffrey P. Rowe, Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
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www.goshenindiana.org

August 28, 2025

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2025-17 – Contract with the Indiana Department of Transportation for Street Sweeping Services

The Indiana Department of Transportation wishes to contract with the City of Goshen for the Street Department to sweep 20.6 curb miles of state highways within the city limits a minimum of two times each year. The term is for 48 months commencing July 1, 2025 through June 30, 2029. The State will pay the City \$360 per curb mile (based on sweeping twice per year) for a total of \$7,416 each year for this service. Resolution 2025-17 is to approve the terms and conditions of the contract and to authorize the Mayor to execute the contract on behalf of the City.

Suggested Motion:

Move to adopt Resolution 2025-17 – Contract with the Indiana Department of Transportation for Street Sweeping Services.

GOSHEN BOARD OF PUBLIC WORKS AND SAFETY

RESOLUTION 2025-17

Contract with the Indiana Department of Transportation for Street Sweeping Services

WHEREAS the Indiana Department of Transportation desires to contract with the City of Goshen for the City to provide services to clean the dirt and debris from the curbed portions of State Road 119, State Road 15, and US Highway 33 that run through the Goshen corporate limits, hereinafter referred to as the "Sweeping 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 entity if the entities enter into a written agreement.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the Contract with the Indiana Department of Transportation for Street Sweeping Services attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the Contract on behalf of the Goshen Board of Public Works and Safety and the City of Goshen.

PASSED by the Goshen Board of Public Works and Safety on _____, 2025.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

EDS # _____

STREET SWEEPING SERVICES
EDS/SCM# _____

This Contract, entered into by and between the Indiana Department of Transportation (hereinafter referred to as "State") and the City of Goshen, Indiana (hereinafter referred to as the "Local Public Agency" or "LPA"), is executed pursuant to the terms and conditions set forth herein.

WHEREAS, the State needs sweeping services to keep state highways and curbs clean and free of dirt and debris; and

WHEREAS, the LPA has the required sweeping capabilities and is willing to perform sweeping services on state facilities pursuant to this Contract;

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows.

1. **Duties of LPA.** The LPA agrees to perform all services necessary to keep the following described state roads, highways and curbs clean and free of dirt and debris (include road, location, curb miles, etc.):

SR 119 for 1.1 curb miles

SR 15 for 6.7 curb miles

US 33 for 12.8 curb miles

Total curb miles: 20.6

a) The LPA agrees to dispose of all dirt and debris collected in the cleaning process. All cleaning and disposal of dirt and debris shall be to the reasonable satisfaction of the Indiana Department of Transportation's District Director or his/her designee. The LPA shall take proper precautions and be responsible for the safe performance of the work covered by this Contract. Furthermore, the LPA agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances in the performance of its work under this Contract.

b) Each location shall be cleaned a minimum of two (2) times per year.

c) The LPA shall be responsible for all liability due to loss, damage, injuries, or other casualties to persons or property arising out of the work performed pursuant to this Contract, whether due in whole or in part to the negligent acts or omissions of the LPA, its agents or employees, or other persons engaged in the performance of the work, including any claims arising out of the Worker's Compensation Act.

2. **Consideration.** The State agrees to pay the LPA \$360 per curb mile per year, for a total of **\$7,416.00** per year. Total remuneration under this Contract shall not exceed **\$29,664.00**.

The LPA shall submit one (1) invoice to the State each year and the State shall pay the invoice in accordance with its regular fiscal procedures. **When submitting the invoice, the LPA shall certify that the service(s) has been provided.**

3. **Term.** This Contract shall be effective for a period of forty-eight (48) months. It shall commence on July 1, 2025, and shall remain in effect through June 30, 2029.

4. **Access to Records.** The LPA and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. **Assignment; Successors.**

A. The LPA binds its successors and assignees to all the terms and conditions of this Contract. The LPA may assign its right to receive payments to such third parties as the LPA may desire without the prior written consent of the State, provided that the LPA gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The LPA shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the LPA shall provide prompt written notice to the State of any change in the LPA's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

6. Assignment of Antitrust Claims. [OMITTED – NOT APPLICABLE].

7. Audits. The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State.

The State considers the LPA to be a "LPA" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the LPA is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), LPA shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

8. Authority to Bind the LPA. The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.

9. Changes in Work. The LPA shall not commence any additional work or change the scope of the work until authorized in writing by the State. The LPA shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the LPA to determine whether the provisions of this Contract require formal modification.

B. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the LPA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the LPA shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The LPA certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The LPA agrees that any payments currently due to the State may be withheld from payments due to the LPA. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the LPA is current in its payments and has submitted proof of such payment to the State.

D. The LPA warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the LPA

agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the LPA's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the LPA, the LPA may request that it be allowed to continue, or receive work, without delay. The LPA must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The LPA warrants that the LPA and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

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

H. As required by IC 5-22-3-7:

(1) The LPA and any principals of the LPA certify that:

(A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

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

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

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

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

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

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

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

11. Condition of Payment. All services provided by the LPA under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. [OMITTED – NOT APPLICABLE].

13. Continuity of Services. [OMITTED – NOT APPLICABLE].

14. Debarment and Suspension.

A. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LPA.

B. The LPA certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The LPA shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. [OMITTED – NOT APPLICABLE].

16. Disputes. [OMITTED – NOT APPLICABLE].

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

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

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

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

- A. The LPA shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and does not employ any employees.
- B. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.

C. The LPA shall require his/her/its subcontractors, who perform work under this Contract, to certify to the LPA that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The LPA agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

19. Employment Option. [OMITTED – NOT APPLICABLE].

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

23. HIPAA Compliance. [OMITTED – NOT APPLICABLE.]

24. Indemnification. The LPA agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third-party claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the LPA and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the LPA.

25. Independent Contractor; Workers’ Compensation Insurance. The LPA is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The LPA shall provide all necessary unemployment and workers’ compensation insurance for the LPA’s employees, and LPA shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Indiana Veteran Owned Small Business Enterprise Compliance. [OMITTED – NOT APPLICABLE].

27. Information Technology Enterprise Architecture Requirements. [OMITTED – NOT APPLICABLE].

28. Insurance. [OMITTED – NOT APPLICABLE].

29. Key Person(s). [OMITTED – NOT APPLICABLE].

30. Licensing Standards. [OMITTED – NOT APPLICABLE].

31. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance. [OMITTED – NOT APPLICABLE].

33. Nondiscrimination.

- A. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act ("ADA"), the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.
- B. INDOT is a recipient of federal funds, and therefore, INDOT requires full compliance with all rules, regulations and statutes concerning nondiscrimination requirements and applications. Breach of this section may be regarded as a material breach of this Agreement.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and all related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections).

- C. During the performance of this Agreement, the LPA, for itself, its assignees, and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
1. Compliance with Regulations: The LPA shall comply with the regulations relating to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
 2. Nondiscrimination: The LPA, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran.
 4. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by INDOT and the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall

certify to INDOT or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this Agreement, INDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Agreement until the LPA complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The LPA shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

Notices to the State shall be sent to:

Indiana Department of Transportation – Fort Wayne District

ATTN: Jenny Bass, Finance Director

Telephone: 260-969-8209

Email: jbass@indot.in.gov

5333 Hatfield Road, Fort Wayne, IN 46808

Notices to the LPA shall be sent to:

City of Goshen, ATTN: Clerk- Treasurer, Richard Aguirre

202 S. 5th Str., Goshen, IN 46528

Telephone: 574-533-8625 – Email: richardaguirre@goshencity.com

As required by IC 4-13-2-14.8, payments to the LPA shall be made via electronic funds transfer in accordance with instructions filed by the LPA with the Indiana Auditor of State.

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

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

37. Payments.

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

B. If the LPA is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the LPA agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

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

39. Progress Reports. [OMITTED – NOT APPLICABLE].

40. Public Record. The LPA acknowledges that the State will not treat this Contract as containing confidential information and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

42. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the LPA as a result of this Contract.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the LPA of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The LPA shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The LPA shall be compensated for services herein provided but in no case shall total payment made to the LPA exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default. [OMITTED – NOT APPLICABLE].

47. Travel. [OMITTED – NOT APPLICABLE].

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the LPA shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the LPA's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The LPA shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the LPA shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the most current *State of Indiana SCM Template*) in any way except for Section 33. Non-Discrimination.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Agreement, the LPA attests to compliance with the disclosure requirements in IC §4-2-6-10.5.

Agreement to Use Electronic Signatures

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

In Witness Whereof, the LPA and the State have, through duly authorized representatives, entered into this Contract. The parties, having read and understand the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

LPA

Name of LPA:	<u>City of Goshen</u>
Signature:	_____
Printed Name:	<u>Gina M Leichty</u>
Title:	<u>Mayor</u>
Date:	_____

STATE OF INDIANA

Indiana Department of Transportation

_____, _____ District Deputy Commissioner

Date: _____

STATE APPROVALS

All State Approvals are made electronically – see attached confirmation page.

APPROVALS

Department of Administration

Brandon Clifton, Commissioner

Date: _____

Budget Agency

Chad Ranney, State Budget Director

Date: _____

APPROVED as to Form and Legality:

Office of the Attorney General

*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on May 2, 2025.*

FA 25-22



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

August 28, 2025

To: Goshen Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Resolution 2025-24 - Declaring Surplus and Authorizing the Disposal of Park Department Equipment

the Park Department wishes to dispose of skate park equipment damaged after a 2008 flood that cannot be repaired and therefore is no longer needed or unfit for the purpose for which it was intended. The personal property is worthless or of no market value.

Resolution 2025-24 is to declare the property as surplus and authorize its disposal in accordance with the provisions of Indiana Code § 5-22-22-8 by demolishing or junking property that is worthless or of no market value.

Suggested Motion:

Move to pass Resolution 2025-24 - Declaring Surplus and Authorizing the Disposal of Park Department Equipment.

**Goshen Board of Public Works and Safety
Resolution 2025-24**

Declaring Surplus and Authorizing the Disposal of Park Department Equipment

WHEREAS the Park Department wishes to dispose of skate park equipment damaged after a flood that cannot be repaired and therefore is no longer needed or unfit for the purpose for which it was intended.

WHEREAS the personal property is worthless or of no market value.

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

1. The following skate park equipment is declared as surplus property, hereinafter collectively referred to as "Surplus Property":

Rhino Skate Park System, including:

- 1) 5' Quarterpipe
- 1) 6' Quarterpipe
- 1) 16" Funbox Flat 16"
- 1) Large Street Pipe
- 1) Large Handrail
- 1) 3' stairs
- 1) Large Handrailbox
- 1) Large Pyramid
- 1) 5' Flat Bank
- 1) 4' Quarterpipe
- 1) 5' Halfpipe
- 1) Standard Grindrail
- 1) Kinked Grindrail

2. Authorization is given to dispose of the Surplus Property in accordance with the provisions of Indiana Code § 5-22-22-8 by demolishing or junking Surplus Property that is worthless or of no market value.

PASSED by the Goshen Board of Public Works and Safety on _____, 2025.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member



CITY OF GOSHEN LEGAL DEPARTMENT

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www.goshenindiana.org

Date: August 28, 2025
To: Board of Public Works and Safety
From: Bodie J. Stegelmann
Subject: Resolution 2025-15, Approving New and Revised City of Goshen Police Department Policies and Repealing Certain Policies

The Board of Public Works and Safety previously approved City of Goshen Police Department Policies developed in coordination with Lexipol, LLC. The Police Department and Lexipol LLC staff have identified certain additional new policies and revisions to existing policies deemed appropriate due to legislative or other changed circumstances.

Attached to Resolution 2025-15 are new policies and redlined existing policies to show the revisions suggested. If the Board approves Resolution 2025-15, the redlines will be removed and the policies will be inserted into the Policy Manual in final form.

Suggested Motion: Move to approve Resolution 2025-15, Approving New and Revised City of Goshen Police Department Policies and Repealing Certain Policies, effective September 2, 2025.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2025-15**

**Approving New and Revised City of Goshen Police Department Policies
and Repealing Certain Policies**

WHEREAS, on December 7th, 2020, the Board of Public Works and Safety approved an agreement with Lexipol LLC to review, revise, and keep up-to-date the City of Goshen Police Department's policies;

WHEREAS, the Board has previously approved Police Department policies developed and suggested by Lexipol LLC, as well as revisions thereto;

WHEREAS, the last revision of the City of Goshen Police Department Policies has a copyright by Lexipol, LLC of 2025/02/28;

WHEREAS, as part of the process of keeping its policies up-to-date, the Police Department and Lexipol, LLC staff have identified certain new policies and revisions to existing policies deemed appropriate due to legislative changes or other changed circumstances; and

WHEREAS, the Goshen Board of Public Works and Safety finds that it is appropriate to approve certain new polices and revised policies identified below, and to repeal policies previously approved, separately identified below.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that the following new and revised City of Goshen Police Department Policies, red-line versions of which are attached hereto and made a part hereof, are hereby approved, effective September 2, 2025:

- NEW 104 – Code of Ethics
- NEW 208 – Law Enforcement Training Board Uniform Statewide Policy on Defensive Tactics Training Program
- 302 – Handcuffing and Restraints
- 320 – Information Technology Use
- 321 – Department Use of Social Media
- NEW 336 – Law Enforcement Training Board Uniform Statewide Policy on Deadly Force
- NEW 338 – ADA Compliance
- 410 – Emergency Detentions
- 423 – Mobile Data Terminal Use
- 426 – Homeless Persons
- 427 – Medical Aid and Response
- 703 – Vehicle Use
- 803 – Protected Information

- NEW 805 – CJIS Access, Maintenance, and Security
- 900 – Temporary Custody of Adults
- 901 – Temporary Custody of Juveniles
- 902 – Custodial Searches
- NEW 903 – Transporting Persons in Custody
- 1002 – Special Assignments and Promotions

BE IT FURTHER RESOLVED by the Goshen Board of Public Works and Safety that, upon the approval of the above-described City of Goshen Police Department Policies, the Law Enforcement Code of Ethics currently located after the Chief's Preface is removed from the City of Goshen Police Department Policies (from Policy Manual with copyright by Lexipol, LLC of 2025/02/28), effective September 2, 2025.

BE IT FURTHER RESOLVED by the Goshen Board of Public Works and Safety that, upon the approval of the above-described City of Goshen Police Department Policies, the following current City of Goshen Police Department Policies (from Policy Manual with copyright by Lexipol, LLC of 2025/02/28) are hereby repealed, effective September 2, 2025:

- 302 – Handcuffing and Restraints
- 320 – Information Technology Use
- 321 – Department Use of Social Media
- 330 – Communications with Persons with Disabilities
- 410 – Emergency Detentions
- 423 – Mobile Data Terminal Use
- 426 – Homeless Persons
- 427 – Medical Aid and Response
- 703 – Vehicle Use
- 803 – Protected Information
- 900 – Temporary Custody of Adults
- 901 – Temporary Custody of Juveniles
- 902 – Custodial Searches
- 1002 – Special Assignments and Promotions

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on August 28, 2025.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

Goshen Police Department

Policy Manual

LAW ENFORCEMENT CODE OF ETHICS

As a law enforcement officer, my fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation and the peaceful against abuse or disorder; and to respect the constitutional rights of all to liberty, equality and justice.

I will keep my private life unsullied as an example to all and will behave in a manner that does not bring discredit to me or to my agency. I will maintain courageous calm in the face of danger, scorn or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed both in my personal and official life, I will be exemplary in obeying the law and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I will never act officiously or permit personal feelings, prejudices, political beliefs, aspirations, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or abuse and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of police service. I will never engage in acts of corruption or bribery, nor will I condone such acts by other police officers. I will cooperate with all legally authorized agencies and their representatives in the pursuit of justice.

I know that I alone am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence.

~~I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession . . . law enforcement.~~

Code of Ethics

104.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to ensure that all members are aware of their individual responsibilities to maintain their integrity and that of the Goshen Police Department at all times.

104.2 POLICY

Best Practice

The Law Enforcement Code of Ethics shall be administered to all law enforcement officer trainees during the Basic Academy course and to all other officers at the time of appointment.

104.3 LAW ENFORCEMENT CODE OF ETHICS

Best Practice

AS A LAW ENFORCEMENT OFFICER, my fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation and the peaceful against abuse or disorder; and to respect the constitutional rights of all to liberty, equality and justice.

I will keep my private life unsullied as an example to all and will behave in a manner that does not bring discredit to me or to my agency. I will maintain courageous calm in the face of danger, scorn or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed both in my personal and official life, I will be exemplary in obeying the law and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I will never act officiously or permit personal feelings, prejudices, political beliefs, aspirations, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or abuse and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of police service. I will never engage in acts of corruption or bribery, nor will I condone such acts by other police officers. I will cooperate with all legally authorized agencies and their representatives in the pursuit of justice.

I know that I alone am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence.

Goshen Police Department

Policy Manual

Code of Ethics

I will constantly strive to achieve these objectives and ideals, dedicating myself to my chosen profession... law enforcement.


LETB Uniform Statewide Defensive Tactics Training Program

208.1 ATTACHMENT

See attachment: [LETB Uniform Statewide Defensive Tactics Training Program Policy.pdf](#)

Attachments

LETB Uniform Statewide Defensive Tactics Training Program Policy.pdf

	LETB UNIFORM STATEWIDE POLICY	Agency Policy/General Order Number:
	Subject: Uniform Statewide Defensive Tactics Training Program	
	Effective: January 1, 2024	Revised: June 19, 2023

I. PURPOSE

In accordance with IC 5-2-1-1, the Law Enforcement Training Board (“LETB”) hereby establishes this Uniform Statewide Defensive Tactics Training Policy in order to ensure the public safety and general welfare of the people of the state of Indiana and to promote equity for all segments of society. This policy may not be added to, modified, or altered in any way by any Indiana law enforcement agency, office, or department.

II. POLICY

It is the policy of the LETB to value and preserve the sanctity of human life. To ensure the safety of law enforcement officers and others, it is essential that officers are educated, trained, and proficient in defensive tactics techniques to ensure the officer uses only objectively reasonable force to enforce the law, to effect a lawful arrest, and/or to prevent the escape of the person from custody.

The defensive tactics techniques documented in the Uniform Statewide Defensive Tactics Training Program have been approved by the LETB and shall be trained within a two (2) year training cycle by law enforcement officers to ensure proficiency. The statewide defensive tactics training program may not be added to, modified, or altered in any way by any Indiana law enforcement agency, office, or department.

III. UNIFORM STATEWIDE DEFENSIVE TACTICS TRAINING PROGRAM

The Uniform Statewide Defensive Tactics Training Program (“Training Program”) contains the approved defensive tactics techniques that will be trained within a two (2) year training cycle to ensure proficiency of Indiana’s law enforcement officers in the area of defensive tactics.

- A. The Training Program contains the following mandatory categories of techniques that will be trained with demonstrated proficiency, as defined in the Training Program:
 1. Positioning;
 2. Strikes;
 3. Kicks;

4. Blocks;
 5. Handcuffing;
 6. Takedowns;
 7. Offensive Ground Fighting;
 8. Defensive Ground Fighting;
 9. Subject Control/Displacement/Transition Techniques;
 10. Basic Self-Defense Escapes;
 11. Intermediate Weapons;
 12. Weapon Defense/Retention;
 13. Scenario-Based Training; and
 14. Vascular Neck Restraint.
- B. Defensive Tactics Instructors must train a minimum of one (1) approved technique listed in the Training Program in each of the mandatory categories listed above within a two (2) year training cycle.
- C. All law enforcement officers subject to the mandatory in-service training requirement adopted by the LETB, must attend training course(s) that train a minimum of one (1) approved technique listed in the Training Program in each of the mandatory categories listed above, within a two (2) year training cycle, to fulfill the mandatory defensive tactics in-service training requirement.
- D. Law enforcement officers who are issued intermediate weapons, to include: conducted energy weapon ("CEW"), chemical designed to temporarily incapacitate a person, and/or another device designed to temporarily incapacitate a person, shall be trained on those issued intermediate weapons, as specified by the manufacturer's training requirement. At this time, this policy and Training Program does not include less-lethal projectiles, and these weapons may be independently trained as directed by law enforcement agencies.
- E. All law enforcement officers subject to the mandatory in-service training requirement adopted by the LETB, shall annually complete a minimum of four (4) hours of active hands-on participation in defensive tactics training to fulfill the requirement.
- F. The LETB, through the Executive Director of the Indiana Law Enforcement Academy, may waive the active participation requirement, and physical demonstration of proficiency, of the mandatory defensive tactics in-service training for officers on limited duty status, if a waiver is requested by the chief executive officer or training coordinator of the law enforcement agency,

office, or department.

- G. Law enforcement officers shall demonstrate proficiency, as defined in the Training Program, in each trained technique for successful completion of the in-service requirement. Defensive Tactics Instructors shall certify the proficiency of each officer trained or provide remedial training until proficiency is demonstrated.
- H. The mandatory category, Vascular Neck Restraint, is a control technique characterized by vascular body compression, applying pressure to the vascular structures of the neck, with no compression of the respiratory structures of the throat, such as the trachea or the windpipe. The Vascular Neck Restraint, when properly applied by a trained law enforcement officer, is not a chokehold as defined in IC 35-41-3-3.

IV. CERTIFIED INSTRUCTORS

- A. Psychomotor skill instructors certified in physical tactics, hereby known as defensive tactics, (hereinafter referred to as “psychomotor skill instructors”) must complete a LETB-approved instructor course or courses that provides instructor-level training under each of the categories of mandatory defensive tactics instruction. This training shall be completed prior to providing any certified defensive tactics instruction under those categories.
- B. Psychomotor skill instructors who are not currently certified to instruct each of the mandatory categories of defensive tactics instruction, may only train the categories for which they hold current certification.
- C. Psychomotor skill instructors may only train the approved technique(s) for which they hold current certification.
- D. Psychomotor skill instructors previously certified to instruct all the mandatory categories of defensive tactics instruction will be re-issued a certificate as a Defensive Tactics Instructor.
- E. Psychomotor skill instructors who are not currently certified to instruct all the mandatory categories of defensive tactics instruction, shall have one (1) year from the effective date of this policy to obtain the training under subsection A, and submit a request for a re-issued certificate as a Defensive Tactics Instructor, or they forfeit instructor certification.
- F. Defensive tactics instructors shall document the approved technique or techniques, and the defensive tactics category or categories, trained for each defensive tactics course. This information will be documented on an Indiana Law Enforcement Academy’s Defensive Tactics In-Service Training form, and a copy maintained on file with the hiring or appointing law enforcement agency.
- G. Certified instructors are responsible for accurately documenting the defensive tactics training to maintain the instructor certificate.
- H. The re-issuance of instructor certificates will not affect the Term of Certification under 250 IAC 2-10-6.

Handcuffing and Restraints

302.1 PURPOSE AND SCOPE

Best Practice

This policy provides guidelines for the use of handcuffs and other restraints during detentions and arrests.

302.2 POLICY

State MODIFIED

The Goshen Police Department authorizes the use of restraint devices in accordance with this policy, the Response to Resistance Policy, [the Transporting Persons in Custody Policy](#), the LETB Uniform Statewide policies on Deadly Force and Defensive Tactics Training Program, and department training. Restraint devices shall not be used to punish, to display authority, or as a show of force.

302.3 USE OF RESTRAINTS

Best Practice MODIFIED

Only members who have successfully completed Goshen Police Department-approved training on the use of restraint devices described in this policy are authorized to use these devices.

When deciding whether to use any restraint, officers should rely on the training provided to them by department instructors and/or Indiana Law Enforcement Academy staff, recognizing there may be situations that require alternative restraint methods.

302.3.1 RESTRAINT OF DETAINEES

Best Practice

Situations may arise where it may be reasonable to restrain a person who may, after brief investigation, be released without arrest. Unless arrested, the use of restraints on detainees should continue only for as long as is reasonably necessary to ensure the safety of officers and others. When deciding whether to remove restraints from a detainee, officers should continuously weigh the safety interests at hand against the continuing intrusion upon the detainee.

302.3.2 RESTRAINT OF PREGNANT PERSONS

Best Practice MODIFIED

Persons who are known to be pregnant should be restrained in the least restrictive manner that is effective for officer safety. [Leg restraints, waist chains, or handcuffs behind the body should not be used unless the officer has reasonable suspicion that the person may resist, attempt escape, injure themselves or others, or damage property.](#)

No person who is in labor, delivery, or recovery after delivery shall be handcuffed or restrained except in extraordinary circumstances and only when a supervisor makes an individualized determination that such restraints are necessary for the safety of the arrestee, officers, or others.

See the Transporting Persons in Custody Policy for guidelines relating to transporting pregnant persons.

302.3.3 RESTRAINT OF JUVENILES

Best Practice

Handcuffing and Restraints

A juvenile under 14 years of age should generally not be restrained unless he/she is suspected of a dangerous felony or when the officer has a reasonable suspicion that the juvenile may resist, attempt escape, injure him/herself, injure the officer, or damage property.

302.3.4 NOTIFICATIONS

Best Practice

Whenever an officer transports a person with the use of restraints other than handcuffs, the officer shall inform the jail staff upon arrival at the jail that restraints were used. This notification should include information regarding any other circumstances the officer reasonably believes would be potential safety concerns or medical risks to the person (e.g., prolonged struggle, extreme agitation, impaired respiration) that may have occurred prior to, or during, transportation to the jail.

302.4 APPLICATION OF HANDCUFFS OR PLASTIC CUFFS

Best Practice **MODIFIED**

Handcuffs, including temporary nylon or plastic cuffs, may be used only to restrain a person's hands to ensure officer safety.

In most situations, handcuffs should be applied with the hands behind the person's back. When feasible, handcuffs should be double-locked to prevent tightening, which may cause undue discomfort or injury to the hands or wrists.

In situations where one pair of handcuffs does not appear sufficient to restrain the person or may cause unreasonable discomfort due to the person's size, officers should consider alternatives, such as using an additional set of handcuffs or multiple plastic cuffs.

Officers shall secure all arrestees, detainees, and/or prisoners in handcuffs or other restraining devices during transport, unless an exception for securing the person applies. If an exception applies, it should be documented in the applicable report.

Handcuffs should be removed as soon as it is reasonable or after the person has been searched and is safely confined within a detention facility.

302.5 APPLICATION OF SPIT HOODS

Best Practice

Spit hoods are temporary protective devices designed to prevent the wearer from biting and/or transferring or transmitting fluids (saliva and mucous) to others.

Spit hoods may be placed upon persons in custody when the officer reasonably believes the person will bite or spit, either on a person or in an inappropriate place. They are generally used during application of a physical restraint, while the person is restrained, or during or after transport.

Officers utilizing spit hoods should ensure that the spit hood is fastened properly to allow for adequate ventilation and that the restrained person can breathe normally. Officers should provide assistance during the movement of a restrained person due to the potential for impairing or distorting that person's vision. Officers should avoid comingling those wearing spit hoods with other detainees.

Handcuffing and Restraints

Spit hoods should not be used in situations where the restrained person is bleeding profusely from the area around the mouth or nose, or if there are indications that the person has a medical condition, such as difficulty breathing or vomiting. In such cases, prompt medical care should be obtained. If the person vomits while wearing a spit hood, the spit hood should be promptly removed and discarded. Persons who have been sprayed with oleoresin capsicum (OC) spray should be thoroughly decontaminated, including hair, head and clothing, prior to application of a spit hood.

Those who have been placed in a spit hood should be continually monitored and shall not be left unattended until the spit hood is removed. Spit hoods shall be discarded after each use.

302.6 APPLICATION OF AUXILIARY RESTRAINT DEVICES

Best Practice

Auxiliary restraint devices include transport belts, waist or belly chains, transportation chains, leg restraints ~~irons~~ and other similar devices. Auxiliary restraint devices are intended for use during long-term restraint or transportation. They provide additional security and safety without impeding breathing, while permitting adequate movement, comfort and mobility.

Only department-authorized devices may be used. Any person in auxiliary restraints should be monitored as reasonably appears necessary.

302.7 APPLICATION OF LEG RESTRAINT DEVICES

Best Practice

Leg restraints may be used to restrain the legs of a violent or potentially violent person when it is reasonable to do so during the course of detention, arrest or transportation. Only restraint devices approved by the Department shall be used.

In determining whether to use the leg restraint, officers should consider:

- (a) Whether the officer or others could be exposed to injury due to the assaultive or resistant behavior of a person.
- (b) Whether it is reasonably necessary to protect the person from his/her own actions (e.g., hitting his/her head against the interior of the patrol vehicle, running away from the arresting officer while handcuffed, kicking at objects or officers).
- (c) Whether it is reasonably necessary to avoid damage to property (e.g., kicking at windows of the patrol vehicle).

302.7.1 GUIDELINES FOR USE OF LEG RESTRAINTS

Best Practice **MODIFIED**

When applying leg restraints the following guidelines should be followed:

- (a) A supervisor shall be notified as soon as practicable after the application of the leg restraint device.
- (b) Once applied, absent a medical or other emergency, restraints should remain in place until the officer arrives at the jail or other facility or the person no longer reasonably appears to pose a threat.

Handcuffing and Restraints

- (c) Once secured, when practical, the person should be placed in a seated or upright position, secured with a seat belt, and shall not be placed on his/her stomach for an extended period, as this could reduce the person's ability to breathe.
- (d) The restrained person should be continually monitored by an officer while in the leg restraint. The officer should ensure that the person does not roll onto and remain on his/her stomach.
- (e) The officer should look for signs of labored breathing and take appropriate steps to relieve and minimize any obvious factors contributing to this condition.
- (f) When transported by emergency medical services, the restrained person should be accompanied by an officer when requested by medical personnel. The transporting officer should describe to medical personnel any unusual behaviors or other circumstances the officer reasonably believes would be potential safety or medical risks to the person (e.g., prolonged struggle, extreme agitation, impaired respiration).

302.8 REQUIRED DOCUMENTATION

Best Practice **MODIFIED**

If a person is restrained and released without an arrest, the officer shall document the details of the detention and the need for handcuffs or other restraints in the officer's incident report.

If a person is arrested, the use of handcuffs or other restraints shall be documented in the related incident report.

Officers should document the following information in reports, as appropriate, when restraints other than handcuffs are used on a person:

- (a) The factors that led to the decision to use restraints.
- (b) Supervisor notification and approval of restraint use.
- (c) The types of restraint used.
- (d) The amount of time the person was restrained.
- (e) How the person was transported and the position of the person during transport.
- (f) Observations of the person's behavior and any signs of physiological problems.
- (g) Any known or suspected drug use or other medical problems.

302.9 TRAINING

Best Practice **MODIFIED**

Subject to available resources, the Training Lieutenant should ensure that officers receive periodic training on the proper use of handcuffs and other restraints, including:

- (a) Proper placement and fit of handcuffs and other restraint devices approved for use by the Department.
- (b) Response to complaints of pain by restrained persons.
- (c) Options for restraining amputees or those with medical conditions or other physical conditions that may be aggravated by being restrained.

Information Technology Use

320.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to provide guidelines for the proper use of department information technology resources, including computers, electronic devices, hardware, software and systems.

320.1.1 DEFINITIONS

Best Practice

Definitions related to this policy include:

Computer system - All computers (on-site and portable), electronic devices, hardware, software, and resources owned, leased, rented, or licensed by the Goshen Police Department that are provided for official use by its members. This includes all access to, and use of, Internet Service Providers (ISP) or other service providers provided by or through the Department or department funding.

Hardware - Includes but is not limited to computers, computer terminals, network equipment, electronic devices, telephones (including cellular and satellite), **paggers**, modems, or any other tangible computer device generally understood to comprise hardware.

Software - Includes but is not limited to all computer programs, systems, and applications, including shareware and firmware. This does not include files created by the individual user.

Temporary file, permanent file, or file - Any electronic document, information, or data residing or located, in whole or in part, on the system including but not limited to spreadsheets, calendar entries, appointments, tasks, notes, letters, reports, messages, photographs, or videos.

320.2 POLICY

Best Practice

It is the policy of the Goshen Police Department that members shall use information technology resources, including computers, software and systems, that are issued or maintained by the Department in a professional manner and in accordance with this policy.

320.3 PRIVACY EXPECTATION

Best Practice

Members forfeit any expectation of privacy with regard to emails, texts, or anything published, shared, transmitted, or maintained through file-sharing software or any internet site that is accessed, transmitted, received, or reviewed on any department computer system.

The Department reserves the right to access, audit, and disclose, for whatever reason, any message, including attachments, and any information accessed, transmitted, received, or

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Information Technology Use

reviewed over any technology that is issued or maintained by the Department, including the department email system, computer network, and/or any information placed into storage on any department system or device. This includes records of all keystrokes or web-browsing history made at any department computer or over any department network. The fact that access to a database, service, or website requires a username or password will not create an expectation of privacy if it is accessed through department computers, electronic devices, or networks.

320.4 RESTRICTED USE

Best Practice

Members shall not access computers, devices, software or systems for which they have not received prior authorization or the required training. Members shall immediately report unauthorized access or use of computers, devices, software or systems by another member to their supervisors or Shift Captains.

Members shall not use another person's access passwords, logon information and other individual security data, protocols and procedures unless directed to do so by a supervisor.

320.4.1 SOFTWARE

Best Practice

Members shall not copy or duplicate any copyrighted or licensed software except for a single copy for backup purposes, in accordance with the software company's copyright and license agreement.

To reduce the risk of a computer virus or malicious software, members shall not install any unlicensed or unauthorized software on any department computer. Members shall not install personal copies of any software on any department computer.

When related to criminal investigations, software program files may be downloaded only with the approval of the information systems technology (IT) staff and with the authorization of the Chief of Police or the authorized designee.

No member shall knowingly make, acquire or use unauthorized copies of computer software that is not licensed to the Department while on department premises, computer systems or electronic devices. Such unauthorized use of software exposes the Department and involved members to severe civil and criminal penalties.

Introduction of software by members should only occur as a part of the automated maintenance or update process of department- or City-approved or installed programs by the original manufacturer, producer or developer of the software. Any other introduction of software requires prior authorization from IT staff and a full scan for malicious attachments.

320.4.2 HARDWARE

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Information Technology Use

Best Practice

Access to technology resources provided by or through the Department shall be strictly limited to department-related activities. Data stored on or available through department computer systems shall only be accessed by authorized members who are engaged in an active investigation or assisting in an active investigation, or who otherwise have a legitimate law enforcement or department-related purpose to access such data. Any exceptions to this policy must be approved by a supervisor.

320.4.3 INTERNET USE

Best Practice

Internet access provided by or through the Department shall be strictly limited to department related activities. Internet sites containing information that is not appropriate or applicable to department use and which shall not be intentionally accessed include but are not limited to adult forums, pornography, gambling, chat rooms, and similar or related internet sites. Certain exceptions may be permitted with the express approval of a supervisor as a function of a member's assignment.

Downloaded information from the internet shall be limited to messages, mail, and data files.

320.4.4 OFF-DUTY USE

Best Practice

Members shall only use technology resources provided by the Department while on-duty or in conjunction with specific on-call assignments unless specifically authorized by a supervisor. This includes the use of telephones, cell phones, texting, email or any other off-the-clock work-related activities. This also applies to personally owned devices that are used to access department resources.

Refer to the Personal Communication Devices Policy for guidelines regarding off-duty use of personally owned technology.

320.5 PROTECTION OF SYSTEMS AND FILES

Best Practice

All members have a duty to protect the computer system and related systems and devices from physical and environmental damage and are responsible for the correct use, operation, care, and maintenance of the computer system.

Members shall ensure department computers and access terminals are not viewable by persons who are not authorized users. Computers and terminals should be secured, users logged off, and password protections enabled whenever the user is not present. Access passwords, logon information, and other individual security data, protocols, and procedures are confidential information and are not to be shared. Password length, format, structure, and content shall meet the prescribed standards required by the computer system or as directed by a supervisor and shall be changed at intervals as directed by IT staff or a supervisor. [Passwords for accounts that access CJI are governed by the CJIS Access, Maintenance, and Security Policy.](#)

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Information Technology Use

It is prohibited for a member to allow an unauthorized user to access the computer system at any time or for any reason. Members shall promptly report any unauthorized access to the computer system or suspected intrusion from outside sources (including the internet) to a supervisor.

320.6 INSPECTION AND REVIEW

Best Practice

A supervisor or the authorized designee has the express authority to inspect or review the computer system, all temporary or permanent files, related electronic systems or devices, and any contents thereof, whether such inspection or review is in the ordinary course of his/her supervisory duties or based on cause.

Reasons for inspection or review may include, but are not limited to, computer system malfunctions, problems or general computer system failure, a lawsuit against the Department involving one of its members or a member's duties, an alleged or suspected violation of any department policy, a request for disclosure of data, or a need to perform or provide a service.

The IT staff may extract, download, or otherwise obtain any and all temporary or permanent files residing or located in or on the department computer system when requested by a supervisor or during the course of regular duties that require such information.

Department Use of Social Media

321.1 PURPOSE AND SCOPE

Best Practice

This policy provides guidelines to ensure that any use of social media on behalf of the Department is consistent with the department mission.

This policy does not address all aspects of social media use. Specifically, it does not address:

- Personal use of social media by department members (see the Speech, Expression and Social Networking Policy).
- Use of social media in personnel processes (see the Recruitment and Selection Policy).
- Use of social media as part of a criminal investigation, other than disseminating information to the public on behalf of this department (see the Investigation and Prosecution Policy).

321.1.1 DEFINITIONS

Best Practice

Definitions related to this policy include:

Social media - Any of a wide array of internet-based tools and platforms that allow for the sharing of information, such as the department website or social networking services.

321.2 POLICY

Best Practice

The Goshen Police Department will use social media as a method of effectively informing the public about department services, issues, investigations, recruitment and other relevant events.

Department members shall ensure that the use or access of social media is done in a manner that protects the constitutional rights of all.

321.3 AUTHORIZED USERS

Best Practice

Only members authorized by the Chief of Police or the authorized designee may utilize social media on behalf of the Department. Authorized members shall use only department-approved equipment during the normal course of duties to post and monitor department-related social media, unless they are specifically authorized to do otherwise by their supervisors.

The Chief of Police may develop specific guidelines identifying the type of content that may be posted. Any content that does not strictly conform to the guidelines should be approved by a supervisor prior to posting.

Requests to post information over department social media by members who are not authorized to post should be made through the member's chain of command.

Department Use of Social Media

321.4 AUTHORIZED CONTENT

Best Practice

Only content that is appropriate for public release, that supports the department mission, and that conforms to all department policies regarding the release of information may be posted.

Examples of appropriate content include:

- (a) Announcements.
- (b) Tips and information related to crime prevention.
- (c) Investigative requests for information.
- (d) Requests that ask the community to engage in projects that are relevant to the department mission.
- (e) Real-time safety information that is related to in-progress crimes, geographical warnings, or disaster information.
- (f) Traffic information.
- (g) Media releases.
- (h) Recruitment of personnel.

Authorized members shall review all content prior to posting to ensure that the posting does not contain prohibited content.

321.4.1 INCIDENT-SPECIFIC USE

Best Practice

In instances of active incidents where speed, accuracy and frequent updates are paramount (e.g., crime alerts, public safety information, traffic issues), the Public Information Officer or the authorized designee will be responsible for the compilation of information to be released, subject to the approval of the Incident Commander.

321.5 PROHIBITED CONTENT

Best Practice

Content that is prohibited from posting includes, but is not limited to:

- (a) Content that is abusive, discriminatory, inflammatory or sexually explicit.
- (b) Any information that violates individual rights, including confidentiality and/or privacy rights and those provided under state, federal or local laws.
- (c) Any information that could compromise an ongoing investigation.
- (d) Any information that could tend to compromise or damage the mission, function, reputation or professionalism of the Goshen Police Department or its members.

- (e) Any information that could compromise the safety and security of department operations, members of the Department, victims, suspects or the public.
- (f) Any content posted for personal use.
- (g) Any content that has not been properly authorized by this policy or a supervisor.

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Department Use of Social Media

Any member who becomes aware of content on this Department's social media site that he/she believes is unauthorized or inappropriate should promptly report such content to a supervisor. The supervisor will ensure its removal from public view and investigate the cause of the entry.

321.5.1 PUBLIC POSTING PROHIBITED

Best Practice

Department social media sites shall be designed and maintained to prevent posting of content by the public.

The Department may provide a method for members of the public to contact department members directly.

321.6 MONITORING CONTENT

Best Practice

The Chief of Police will appoint a supervisor to review, at least annually, the use of department social media and report back on, at a minimum, the resources being used, the effectiveness of the content, any unauthorized or inappropriate content, and the resolution of any issues. **The same supervisor should review the department social media on a quarterly basis for any posted prohibited content and remove the same upon discovery.**

321.7 RETENTION OF RECORDS

Best Practice

The Assistant Chief should work with the Custodian of Records to establish a method of ensuring that public records generated in the process of social media use are retained in accordance with established records retention schedules.

321.8 TRAINING

Best Practice

Authorized members should receive training that, at a minimum, addresses legal issues concerning the appropriate use of social media sites, as well as privacy, civil rights, dissemination and retention of information posted on department sites.

Communications with Persons with Disabilities

330.1—PURPOSE AND SCOPE

Federal

This policy provides guidance to members when communicating with individuals with disabilities, including those who are deaf or hard of hearing, have impaired speech or vision, or are blind.

330.1.1—DEFINITIONS

Federal

Definitions related to this policy include:

Auxiliary aids—Tools used to communicate with people who have a disability or impairment. They include, but are not limited to, the use of gestures or visual aids to supplement oral communication; use of a notepad and pen or pencil to exchange written notes; use of a computer or typewriter; use of an assistive listening system or device to amplify sound; use of a teletypewriter (TTY) or videophones (video relay service or VRS); taped text; qualified readers; or use of a qualified interpreter.

Disability or impairment—An individual who has or is regarded as being substantially limited in a major life activity, including hearing or seeing, with or without assistance other than ordinary eyeglasses or contacts (42 USC § 12102). This includes a person who has a hearing loss that prevents the person from receiving and understanding voice communication with or without amplification and uses American Sign Language, English-based signed systems, tactile methods, writing, reading, speech reading, finger spelling or beneficial assistive devices as a primary means of communication (460 I.A.C. 2-2.1-2).

Qualified interpreter—A person who is able to interpret effectively, accurately and impartially, both receptively and expressively, using any necessary specialized vocabulary. Qualified interpreters include oral interpreters, transliterators, sign language interpreters and intermediary interpreters. Qualified Interpreters should have a valid certification by the Department of Health and Human Services (460 I.A.C. 2-3-3).

330.2—POLICY

Federal

It is the policy of the Goshen Police Department to reasonably ensure that people with disabilities, including victims, witnesses, suspects and arrestees, have equal access to law enforcement services, programs and activities. Members must make efforts to communicate effectively with individuals with disabilities.

The Department will not discriminate against or deny any individual access to services, rights or programs based upon disabilities.

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Communications with Persons with Disabilities

330.3 ~~AMERICANS WITH DISABILITIES (ADA) COORDINATOR~~

Federal

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~~The Chief of Police shall delegate certain responsibilities to an ADA coordinator (28 CFR 35.107).~~

~~The responsibilities of the coordinator include, but are not limited to:~~

- ~~(a) Working with the City ADA coordinator regarding the Goshen Police Department's efforts to ensure equal access to services, programs and activities.~~
- ~~(b) Working with the City ADA coordinator to provide for the prompt and equitable resolution of complaints and inquiries regarding discrimination in access to department services, programs and activities.~~

330.4 ~~FACTORS TO CONSIDER~~

Federal

~~Because the nature of any law enforcement contact may vary substantially from one situation to the next, members of this department should consider all information reasonably available to them when determining how to communicate with an individual with a disability. Members should carefully balance all known factors in an effort to reasonably ensure people who are disabled have equal access to services, programs and activities. These factors may include, but are not limited to:~~

- ~~(a) Members should not always assume that effective communication is being achieved. The fact that an individual appears to be nodding in agreement does not always mean he/she completely understands the message. When there is any doubt, members should ask the individual to communicate back or otherwise demonstrate his/her understanding.~~
- ~~(b) The nature of the disability (e.g., deafness or blindness vs. hard of hearing or low vision).~~
- ~~(c) The nature of the law enforcement contact (e.g., emergency vs. non-emergency, custodial vs. consensual contact).~~
- ~~(d) The availability of auxiliary aids. The fact that a particular aid is not available does not eliminate the obligation to reasonably ensure access. However, in an emergency, availability may factor into the type of aid used.~~

330.5 ~~INITIAL AND IMMEDIATE CONSIDERATIONS~~

Federal

~~Recognizing that various law enforcement encounters may be potentially volatile and/or emotionally charged, members should remain alert to the possibility of communication problems.~~

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~~Members should exercise special care in the use of all gestures and verbal and written communication to minimize initial confusion and misunderstanding when dealing with any individual with known or suspected disabilities.~~

~~In a non-emergency situation, when a member knows or suspects an individual requires assistance to effectively communicate, the member shall identify the individual's choice of auxiliary aid or service.~~

~~The individual's preferred communication method must be honored unless another effective method of communication exists under the circumstances (28 CFR 35.160).~~

~~Factors to consider when determining whether an alternative method is effective include:~~

- ~~(a) The methods of communication usually used by the individual.~~
- ~~(b) The nature, length and complexity of the communication involved.~~
- ~~(c) The context of the communication.~~

~~In emergency situations involving an imminent threat to the safety or welfare of any person, members may use whatever auxiliary aids and services reasonably appear effective under the circumstances. This may include, for example, exchanging written notes or using the services of a person who knows sign language but is not a qualified interpreter, even if the person who is deaf or hard of hearing would prefer a qualified sign language interpreter or another appropriate auxiliary aid or service. Once the emergency has ended, the continued method of communication should be reconsidered. The member should inquire as to the individual's preference and give primary consideration to that preference.~~

~~If an individual who is deaf, is hard of hearing or has impaired speech must be handcuffed while in the custody of the Goshen Police Department, consideration should be given, safety permitting, to placing the handcuffs in the front of the body to facilitate communication using sign language or writing.~~

330.6 TYPES OF ASSISTANCE AVAILABLE

Federal **MODIFIED**

~~Goshen Police Department members shall never refuse an available service to an individual with disabilities who is requesting assistance. The Department will make every reasonable effort to provide equal access and timely assistance to disabled individuals through a variety of services.~~

~~Disabled individuals may choose to accept department-provided auxiliary aids or services or they may choose to provide their own.~~

~~Department-provided auxiliary aids or services may include, but are not limited to, the assistance methods described in this policy.~~

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330.7 AUDIO RECORDINGS AND ENLARGED PRINT

Federal

The Department may develop audio recordings to assist people who are blind or have a visual impairment with accessing important information. If such a recording is not available, members may read aloud from the appropriate form (e.g., a personnel complaint form) or provide forms with enlarged print.

330.8 QUALIFIED INTERPRETERS

Federal

A qualified interpreter may be needed in lengthy or complex transactions (e.g., interviewing a victim, witness, suspect or arrestee) if the individual to be interviewed normally relies on sign language or speechreading (lip-reading) to understand what others are saying. The qualified interpreter should not be a person with an interest in the case or the investigation. If possible, the person providing interpretation services may be required to establish the accuracy and trustworthiness of the interpretation in a court proceeding.

Qualified interpreters should be:

- (a) Available within a reasonable amount of time but in no event longer than one hour if requested.
- (b) Experienced in providing interpretation services related to law enforcement matters.
- (c) Familiar with the use of VRS and/or video remote interpreting services.
- (d) Certified in either American Sign Language (ASL) or Signed English (SE).
- (e) Able to understand and adhere to the interpreter role without deviating into other roles, such as counselor or legal adviser.
- (f) Knowledgeable of the ethical issues involved when providing interpreter services.

Members should use department-approved procedures to request a qualified interpreter at the earliest reasonable opportunity, and generally not more than 15 minutes after a request for an interpreter has been made or it is reasonably apparent that an interpreter is needed. No individual who is disabled shall be required to provide his/her own interpreter (28 CFR 35.160).

330.9 COMMUNITY VOLUNTEERS

Federal

Interpreter services may be available from community volunteers who have demonstrated competence in communication services, such as ASL or SE, and have been approved by the Department to provide interpreter services.

Where qualified interpreters are unavailable to assist, approved community volunteers who have demonstrated competence may be called upon when appropriate. However, department members must carefully consider the nature of the contact and the relationship between the

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~~individual with the disability and the volunteer to ensure that the volunteer can provide neutral and unbiased assistance.~~

330.10 FAMILY AND FRIENDS

Federal

~~While family or friends may offer to assist with interpretation, members should carefully consider the circumstances before relying on such individuals. The nature of the contact and relationship between the individual with the disability and the person offering services must be carefully considered (e.g., victim/suspect).~~

~~Children shall not be relied upon except in emergency or critical situations when there is no qualified interpreter reasonably available.~~

~~Adults may be relied upon when (28 CFR 35.160):~~

- ~~(a) There is an emergency or critical situation and there is no qualified interpreter reasonably available.~~
- ~~(b) The person with the disability requests that the adult interpret or facilitate communication and the adult agrees to provide such assistance, and reliance on that adult for such assistance is reasonable under the circumstances.~~

330.11 REPORTING

Federal

~~Whenever any member of this department is required to complete a report or other documentation, and communication assistance has been provided, such services should be noted in the related report. Members should document the type of communication services utilized and whether the individual elected to use services provided by the Department or some other identified source. If the individual's express preference is not honored, the member must document why another method of communication was used.~~

~~All written communications exchanged in a criminal case shall be attached to the report or placed into evidence.~~

330.12 FIELD ENFORCEMENT

Federal

~~Field enforcement will generally include such contacts as traffic stops, pedestrian stops, serving warrants and restraining orders, crowd/traffic control and other routine field contacts that may involve individuals with disabilities. The scope and nature of these activities and contacts will inevitably vary.~~

~~The Department recognizes that it would be virtually impossible to provide immediate access to complete communication services to every member of this department. Members and/or supervisors must assess each situation and consider the length, complexity and importance of~~

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~~the communication, as well as the individual's preferred method of communication, when determining the type of resources to use and whether a qualified interpreter is needed.~~

~~Although not every situation can be addressed in this policy, it is important that members are able to effectively communicate the reason for a contact, the need for information and the meaning or consequences of any enforcement action. For example, it would be meaningless to verbally request consent to search if the officer is unable to effectively communicate with an individual who is deaf or hard of hearing and requires communications assistance.~~

~~If available, officers should obtain the assistance of a qualified interpreter before placing an individual with a disability under arrest. Individuals who are arrested and are assisted by service animals should be permitted to make arrangements for the care of such animals prior to transport.~~

330.12.1 FIELD RESOURCES

Federal

~~Examples of methods that may be sufficient for transactions, such as checking a license or giving directions to a location or for urgent situations such as responding to a violent crime in progress, may, depending on the circumstances, include such simple things as:~~

- ~~(a) Hand gestures or visual aids with an individual who is deaf, is hard of hearing or has impaired speech.~~
- ~~(b) Exchange of written notes or communications.~~
- ~~(c) Verbal communication with an individual who can speechread by facing the individual and speaking slowly and clearly.~~
- ~~(d) Use of computer, word processing, personal communication device or similar device to exchange texts or notes.~~
- ~~(e) Slowly and clearly speaking or reading simple terms to individuals who have a visual or mental impairment.~~

~~Members should be aware that these techniques may not provide effective communication as required by law and this policy depending on the circumstances.~~

330.13 CUSTODIAL INTERROGATIONS

Federal

~~In an effort to ensure that the rights of individuals who are deaf, are hard of hearing or have speech impairment are protected during a custodial interrogation, this department will provide interpreter services before beginning an interrogation, unless exigent circumstances exist or the individual has made a clear indication that he/she understands the process and desires to proceed without an interpreter. The use of a video remote interpreting service should be considered, where appropriate, if a live interpreter is not available. Miranda warnings shall be provided to suspects who are deaf or hard of hearing by a qualified interpreter or by providing a written Miranda warning card.~~

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~~In order to ensure that communications during custodial investigations are accurately documented and are admissible as evidence, interrogations should be recorded whenever reasonably possible.~~

~~See guidance on recording custodial interrogations in the Investigation and Prosecution Policy.~~

330.14 ARRESTS AND BOOKINGS

Federal

~~If an individual with speech or hearing disabilities is arrested, the arresting officer shall use department approved procedures to provide a qualified interpreter at the place of arrest or booking as soon as reasonably practicable, unless the individual indicates that he/she prefers a different auxiliary aid or service or the officer reasonably determines another effective method of communication exists under the circumstances.~~

~~When gathering information during the booking process, members should remain alert to the impediments that often exist when communicating with those who are deaf, are hard of hearing, have impaired speech or vision, are blind or have other disabilities. In the interest of the arrestee's health and welfare, to protect the safety and security of the facility and to protect individual rights, it is important that accurate medical screening and booking information be obtained. If necessary, members should seek the assistance of a qualified interpreter whenever there is concern that accurate information cannot be obtained or that booking instructions may not be properly understood by the individual.~~

~~Individuals who require and possess personally owned communication aids (e.g., hearing aids, cochlear processors) should be permitted to retain them while in custody.~~

330.15 COMPLAINTS

Federal

~~The Department shall ensure that individuals with disabilities who wish to file a complaint regarding members of this department are able to do so. The Department may provide a qualified interpreter or forms in enlarged print, as appropriate.~~

~~Investigations into such complaints shall be handled in accordance with the Personnel Complaints Policy. If possible, qualified interpreters used during the investigation of a complaint should not be members of this department.~~

330.16 TRAINING

Federal

~~To ensure that all members who may have contact with disabled individuals are properly trained, the Department will provide periodic training that should include:~~

- ~~(a) Awareness and understanding of this policy and related procedures, related forms and available resources.~~
- ~~(b) Procedures for accessing qualified interpreters and other available resources.~~

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Communications with Persons with Disabilities

(c) ~~Working with in-person and telephone interpreters and related equipment.~~

~~The Training Lieutenant shall be responsible for ensuring new members receive training related to interacting with individuals who have disabilities, including those who are deaf, are hard of hearing, have impaired speech or vision or are blind. Those who may have contact with such individuals should receive refresher training at least once every two years thereafter. The Training Lieutenant shall maintain records of all training provided and will retain a copy in each member's training file in accordance with the established records retention schedule.~~


LETB Uniform Statewide Policy on Deadly Force

336.1 ATTACHMENT

LETB Uniform Statewide Policy on Deadly Force

Attachments

LETB Uniform Statewide Policy on Deadly Force.pdf

	LETB UNIFORM STATEWIDE POLICY	Agency Policy/General Order Number:
	Subject: Deadly Force	
	Effective: January 1, 2024	Revised: August 22, 2023

I. PURPOSE

In accordance with IC 5-2-1-1, the Law Enforcement Training Board hereby establishes this consistent and uniform statewide deadly force policy in order to ensure the public safety and general welfare of the people of the state of Indiana and to promote equity for all segments of society. This policy may not be added to, modified, or altered in any way by any Indiana law enforcement agency, office, or department.

II. POLICY

It is the policy of the LETB to value and preserve the sanctity of human life. Law enforcement officers shall only use force, non-deadly or deadly, in compliance with the law, this policy, and the Board established training program to further an enforcement action. Officers shall use only the force that is objectively reasonable, while protecting the safety of officers and others. Officers shall use only the level of force which a reasonably prudent officer would use under the same or similar circumstances.

III. DEFINITIONS

The following definitions correspond to terminology used within this policy and the statewide training program:

- A. CHOKER HOLD (IC 35-41-3-3) – Applying pressure to the throat or neck of another person in a manner intended to obstruct the airway of the other person.
- B. DEADLY FORCE (IC 35-31.5-2-85) – Force which creates a substantial risk of serious bodily injury.
- C. DEADLY WEAPON (IC 35-31.5-2-86) – Means the following:
 1. A loaded or unloaded firearm.
 2. A destructive device, weapon, device, taser (as defined in IC 35-47-8-3) or electronic stun weapon (as defined in IC 35-47-8-1), equipment, chemical substance, or other material that in the manner it is used; could ordinarily be used; is intended to be used; is readily capable of causing serious bodily injury.

3. An animal (as defined in IC 35-46-3-3) which is readily capable of causing serious bodily injury, and which is used in the commission or attempted commission of a crime.
4. A biological disease, virus or organism which is capable of causing serious bodily injury.
5. The term does not include:
 - a. a taser (as defined in IC 35-47-8-3);
 - b. an electronic stun weapon (as defined in IC 35-47-8-1);
 - c. a chemical designed to temporarily incapacitate a person; or
 - d. another device designed to temporarily incapacitate a person;

if the device described in subdivisions (a) through (d) is used by a law enforcement officer who has been trained in the use of the device and who uses the device in accordance with the law enforcement officer's training and while lawfully engaged in the execution of official duties.

- D. DE-ESCALATION – Actions taken in an attempt to stabilize the situation in an effort to reduce or eliminate the necessity of using force against subjects.
- E. FORCIBLE FELONY - a felony that involves the use or threat of force against a human being in which there is imminent danger of serious bodily injury to a human being.
- F. RESISTANCE –

1. PASSIVE RESISTANCE - a non-forcible act that is intended to impede, hinder, or delay complying with a lawful order or effecting an arrest (e.g., “going limp,” “dead weight,” ignoring a lawful command, or holding on to something while disobeying verbal orders to release, wherein no force is directed toward the officer).
2. ACTIVE RESISTANCE – a physical action(s) that prevent(s) an officer from being able to lawfully exercise their duties (e.g., subject walking away after being told to stop, subject fleeing from arrest, or subject tensing/pulling away/breaking officer’s grip involving force demonstrated by the individual’s use of power, strength, or violence directed at or against the officer).

Passive resistance may turn into active resistance. For example, holding onto a steering wheel is passive resistance; however, if an officer attempts to remove the hands and the subject reacts by tensing or pulling away using power, strength, or violence, then this becomes active resistance.

3. FORCIBLE RESISTANCE - the use or imminent use of force (non-deadly or

deadly) directed toward an officer which interferes with the law enforcement officer's rightful exercise of their duties (e.g., hitting, punching, use of instruments or weapons).

- G. SERIOUS BODILY INJURY (IC 35-31.5-2-292) – Impairment of physical condition which creates a substantial risk of death or causes serious permanent disfigurement, unconsciousness, extreme pain, permanent or protracted loss or impairment of the function of a bodily member or organ, or loss of a fetus.

IV. PROCEDURE

- A. De-escalation: an officer shall attempt to engage in de-escalation prior to using force when safe and feasible to do so.
- B. Officers shall only use police vehicles as a weapon in situations where deadly force is allowed by law.

However, use of a precision immobilization technique (PIT) maneuver, when used in accordance with agency, department or office training guidelines, is not considered deadly force.

C. Officers shall not:

1. Discharge any warning shot. The objectively reasonable discharge of a firearm in the direction of an individual, against whom deadly force is allowed by law, with the intent to assist an officer or third-party who is in imminent danger, is not considered a warning shot;
2. Discharge a firearm at or from a vehicle except in situations where deadly force is allowed by law;
3. Use force against a person who is merely verbally abusive; or
4. Use a choke hold except in situations where deadly force is allowed by law.

D. Use of Force:

1. A law enforcement officer is justified in using reasonable force if the officer reasonably believes that the force is necessary to enforce a criminal law or to effect a lawful arrest.
2. A law enforcement officer is justified in using reasonable force against any other person to protect the person or a third person from what the officer reasonably believes to be the imminent use of unlawful force.

3. A law enforcement officer is justified in using deadly force if the officer has probable cause to believe that deadly force is necessary to prevent the imminent threat of serious bodily injury to the officer or a third person or the commission of a forcible felony.
4. A law enforcement officer who has an arrested person in custody is justified in using the same force to prevent the escape of the arrested person from custody that the officer would be justified in using if the officer was arresting that person.
5. The use of deadly force against persons by officers relating to arrest or escape shall be restricted to the following:
 - a. The officer has probable cause to believe that the deadly force is necessary:
 - i. to prevent the commission of a forcible felony; or
 - ii. to effect an arrest of a person who the officer has probable cause to believe poses an imminent threat of serious bodily injury to the officer or a third person; and
 - iii. has given a warning, if feasible, to the person against whom the deadly force is to be used.
 - b. An officer who has an arrested person in custody is justified in using deadly force to prevent the escape of the arrested person from custody only if the officer:
 - i. Has probable cause to believe deadly force is necessary to prevent the escape from custody of a person who the officer has probable cause to believe poses an imminent threat of serious bodily injury to the officer or a third person; and
 - ii. Has given a warning, if feasible, to the person against whom the deadly force is to be used.
 - c. A guard or other official in a penal facility or a law enforcement officer is justified in using reasonable force, including deadly force, if the officer has probable cause to believe that the force is necessary to prevent the escape of a person who is detained in the penal facility.

E. Duty to Intervene:

1. A law enforcement officer who is present and observes another officer using force that the officer has reason to know is excessive under the circumstances shall have a duty to intervene when it is safe and feasible to do so.
2. Law enforcement officers who intervene shall immediately report the incident to a

supervisor or commanding officer.

F. Each law enforcement officer involved in a use of force incident shall:

1. Cease using force when the subject is properly secured, provided that the subject has stopped any active or forcible resistance; and
2. If needed, as soon as safe and practical, provide appropriate medical aid (e.g. first aid, CPR, or activation of available EMS) after any use of force.
3. Complete the appropriate report(s) and/or notifications in accordance with agency, department or office reporting policies and procedures. However, if the use of force incident involves serious bodily injury or death, the officer shall immediately notify a supervisor, or the appropriate command personnel of the agency, department or office.

V. ANNUAL TRAINING

The uniform statewide deadly force policy and corresponding training program shall be reviewed annually during the mandatory in-service training adopted by the Law Enforcement Training Board.

ADA Compliance

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338.1 PURPOSE AND SCOPE

Federal

The purpose of this policy is to provide guidelines for equal access to Goshen Police Department services, programs, and activities for persons with disabilities, in accordance with Title II of the Americans with Disabilities Act (ADA).

This policy also includes guidelines to provide effective communication with persons with disabilities. See the Service Animals Policy for guidance on protecting the rights of individuals who use service animals in accordance with the ADA.

338.1.1 DEFINITIONS

Federal

Definitions related to this policy include (28 CFR 35.104):

ADA coordinator - The member designated by the Chief of Police to coordinate the department's efforts to comply with the ADA (28 CFR 35.107).

Assistive devices, auxiliary aids, and services - Tools used by persons with disabilities to facilitate their participation in services, programs, and activities offered by the Goshen Police Department and to facilitate effective communication. They include but are not limited to the use of gestures or visual aids to supplement oral communication; a notepad and pen or pencil to exchange written notes; a computer or typewriter; an assistive listening system or device to amplify sound; a teletypewriter (TTY) or videophones (video relay service or VRS); taped text; a qualified reader; or a qualified interpreter.

Disability - A physical or mental impairment that substantially limits a major life activity including hearing, seeing, or speaking, regardless of whether the person uses assistive devices, auxiliary aids, and services. Individuals who wear ordinary eyeglasses or contact lenses are not considered to have a disability (42 USC § 12102; 28 CFR 35.108). This includes a person who has a hearing loss that prevents the person from receiving and understanding voice communication with or without amplification and uses American Sign Language, English-based signed systems, tactile methods, writing, reading, speech reading, finger spelling, or beneficial assistive devices as a primary means of communication (460 I.A.C. 2-2.1-2).

Facility - All aspects of department buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walkways, parking areas, and other real or personal property (28 CFR 35.108).

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Modification - Any change, adjustment, alteration, adaptation, or accommodation that renders a department service, program, or activity suitable for use, enjoyment, or participation by a person with a disability. This may include alteration of existing buildings and facilities.

A modification includes any change or exception to a policy, practice, or procedure that allows a person with a disability to have equal access to services, programs, and activities. It also includes the provision or use of assistive devices, auxiliary aids, and services.

Qualified interpreter - A person who is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Qualified interpreters include oral interpreters, transliterators, sign language interpreters, and intermediary interpreters. Qualified interpreters should have a valid certification by the Department of Health and Human Services (460 I.A.C. 2-3-3).

338.2 POLICY

Federal

It is the policy of the Goshen Police Department that persons with disabilities, including victims, witnesses, suspects, and arrestees, have equal access to services, programs, and activities of the Department.

The Department will not discriminate against or deny any individual access to services, programs, or activities based upon the presence or suspected presence of disabilities.

338.3 ADA COORDINATOR RESPONSIBILITIES

Federal

The responsibilities of the ADA coordinator include but are not limited to (28 CFR 35.130):

- (a) Collaborating with the City ADA coordinator regarding the Goshen Police Department's efforts to provide equal access to services, programs, and activities.
 - 1. Maintaining department compliance with accessibility standards for department web content and mobile applications as required by 28 CFR 35 Subpart H (28 CFR 35.200).
- (b) Collaborating with the City ADA coordinator to facilitate a process of periodic self evaluation. The process should include:
 - 1. Inspection of current department facilities to identify access issues.
 - 2. Review of current department services, activities, and programs for access issues.
 - 3. Assessment and update, if necessary, of current compliance measures.
 - 4. Identification of recurring areas of complaint for which new methods of modification should be considered.
 - 5. Review of the department's emergency programs, services, and activities as they apply to persons with disabilities.

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6. Recommendation of a schedule to implement needed improvements.
- (c) Acting as a liaison with local disability advocacy groups or other disability-focused groups regarding access to department services, programs, and activities.
- (d) Developing procedures that will enable members to access assistive devices, auxiliary aids, and services, and making the procedures available as appropriate.
 1. A list of qualified interpreter services with contact and availability information should be maintained and easily accessible to members.
- (e) Developing procedures for the review and processing of requests for modifications that will help members provide persons with disabilities access to department services, programs, and activities, as appropriate.
- (f) Providing notice to the public regarding the rights and protections afforded by the ADA. This may include posters, published notices, handbooks, manuals, and pamphlets describing department services, programs, and activities and the availability of assistive devices, auxiliary aids, and services, as well as modifications (28 CFR 35.106).
- (g) Collaborating with other city departments during the planning process to provide that new construction and any alteration to an existing building or facility are undertaken in compliance with the ADA (28 CFR 35.151).
- (h) Developing, implementing, and publishing appropriate procedures to provide for the prompt and equitable resolution of complaints and inquiries regarding discrimination in access to services, programs, and activities. The complaint procedures should include an appeal process (28 CFR 35.107).
- (i) Verifying that third parties providing department services, programs, or activities through contract, outsourcing, licensing, or other arrangement have established reasonable policies and procedures to prevent discrimination against and denial of access to persons with disabilities.
- (j) Recommending amendments to this policy as needed.

338.4 REQUESTS

Federal

The goal of any modification should be to allow a person with a disability to participate in a service, program, or activity the same as a person who does not have a disability.

Upon receiving a request for a modification, members should make reasonable efforts to accommodate the request based on the preference of the person with the disability. Members should not ask about the nature and extent of a person's disability but should limit questions to elicit information necessary to determine the need for a modification and the appropriate type of modification.

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If the requested modification or an alternative modification can reasonably be made at the time of the request, the member should make the modification. A member who is unable to accommodate a request or unsure about whether a request should be accommodated should contact a supervisor.

The supervisor should review and approve the request, if practicable and appropriate. Otherwise, the supervisor should document the requesting person's contact information and the modification being requested and forward the request to the ADA coordinator for processing as soon as reasonably practicable.

338.4.1 DENIAL OF A REQUEST

Federal

The following should be considered before denying a request for modification:

- (a) Requests for modifications should be approved unless complying with the request would result in (28 CFR 35.150):
 - 1. A substantial alteration of the service, program, or activity.
 - 2. An undue financial or administrative burden on the Department. All resources available for use in the funding and operation of the service, program, or activity at issue should be considered in this determination.
 - 3. A threat to or the destruction of the historic significance of a historic property.
 - 4. A direct threat to the health or safety of others (28 CFR 35.139).
- (b) If any of these circumstances are present, the ADA coordinator should work with department members and the person requesting the modification to determine if an alternative modification is available.
- (c) Where new construction or physical modification of an existing building or facility would be unfeasible or unduly burdensome, the ADA coordinator should work with department members to determine whether alternative modifications are available. Alternative methods that should be considered include (28 CFR 35.150):
 - 1. Reassigning services, programs, or activities to accessible buildings or facilities.
 - 2. Utilizing technology, equipment, rolling stock, or other conveyances.
 - 3. Delivering the services, programs, or activities directly to a person with a disability by way of home visits or meeting the person at an accessible location.
 - 4. Any other means or methods that would make services, programs, or activities readily accessible.
- (d) If no alternative modification is appropriate, the ADA coordinator shall issue a written statement explaining why a modification of the service, program, or activity will not be made (28 CFR 35.150).

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338.4.2 PERSONAL DEVICES AND ASSISTANCE

Federal

Although members should make every effort to comply with requests, the provision of personal devices or assistance (e.g., wheelchairs, eyeglasses, hearing aids, personal assistance in eating or using the restroom) to persons with disabilities is not required (28 CFR 35.135).

338.4.3 SURCHARGES

Federal

Surcharges shall not be imposed upon persons with disabilities to cover the costs of providing modifications (28 CFR 35.130(f)).

338.5 COMMUNICATIONS WITH PERSONS WITH DISABILITIES

Federal

Members should remain alert to the possibility of communication problems when engaging with persons with disabilities. When a member knows or suspects an individual requires assistance to effectively communicate, the member should identify the individual's choice of assistive devices, auxiliary aids, and services. The individual's preferred communication method should be honored unless another effective method of communication exists under the circumstances (28 CFR 35.160).

Factors to consider when determining whether an alternative method may be effective include:

- (a) The methods of communication usually used by the individual.
- (b) The nature, length, and complexity of the communication involved.
- (c) The context of the communication.

In emergency situations involving an imminent threat to the safety or welfare of any person, members may use whatever modification reasonably appears effective under the circumstances. This may include exchanging written notes or using the services of a person who knows sign language but is not a qualified interpreter, even if the person who is deaf or hard of hearing would prefer a qualified sign language interpreter. Once the emergency has ended, the method of communication should be reconsidered. The member should inquire as to the individual's preference and give primary consideration to that preference.

338.5.1 TYPES OF ASSISTANCE AVAILABLE

Federal

Department members shall not refuse an available type of assistive device, auxiliary aid, or service to a person with a disability who is requesting assistance. The Department will not require persons with disabilities to furnish their own assistive device, auxiliary aid, or service as a condition for receiving access to department services, programs, and activities. The Department will make every reasonable effort to provide equal access and timely assistance to persons with disabilities through a variety of assistive devices, auxiliary aids, and services (28 CFR 35.160).

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The Department will not require that persons with disabilities use department-provided assistive devices, auxiliary aids, and services. Department-provided assistive devices, auxiliary aids, and services may include but are not limited to the means described in this policy.

338.5.2 AUDIO RECORDINGS AND ENLARGED PRINT

Federal

The Department may develop audio recordings to assist people who are blind or have a visual impairment. If such a recording is not available, members may read aloud from the appropriate form or provide forms with enlarged print.

338.5.3 QUALIFIED INTERPRETERS

Federal

A qualified interpreter may be needed in lengthy or complex transactions (e.g., interviewing a victim, witness, suspect, or arrestee) with individuals who normally rely on sign language or speechreading (i.e., lip-reading) to understand what others are saying. The qualified interpreter should not be a person with an interest in the matter. A person providing interpretation services may be required to establish the accuracy and trustworthiness of the interpretation in a legal proceeding.

Qualified interpreters should be:

- (a) Available within a reasonable amount of time.
- (b) Experienced in providing interpretation services related to law enforcement matters in the person's primary language.
- (c) Familiar with the use of text- and video-based communications products and systems.
- (d) Certified in either American Sign Language (ASL) or Signing Exact English (SEE).
- (e) Able to understand and adhere to the interpreter role without deviating into other roles, such as counselor or legal adviser.
- (f) Knowledgeable of the ethical issues involved when providing interpreter services.

Members should use department-approved procedures to request a qualified interpreter at the earliest reasonable opportunity or when it is reasonably apparent that an interpreter is needed. The use of a video remote interpreting service should be considered, where appropriate, if a live interpreter is not available. Persons with disabilities shall not be required to provide an interpreter (28 CFR 35.160).

338.5.4 TELECOMMUNICATION SERVICES

Federal

In situations where an individual without a disability would have access to a telephone (e.g., during booking or attorney contacts), members must also provide those with communication-related disabilities the opportunity to place calls using an available TTY, TDD, or other voice, text, or video-based communications product or system. Members shall provide additional time, as needed, for effective communication due to the slower nature of assisted communications.

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The Department will accept all TDD and computer modem calls placed by individuals with communications-related disabilities and received via a telecommunications relay service (28 CFR 35.162).

338.5.5 COMMUNITY VOLUNTEERS

Federal

Where qualified interpreters are unavailable to assist members, department-approved community volunteers who have demonstrated competence in communication services, such as ASL or SEE, may be called upon to provide interpreter services when appropriate. However, department members must carefully consider the nature of the interaction and the relationship between the individual with the disability and the volunteer to be reasonably satisfied that the volunteer can provide neutral and unbiased assistance.

338.5.6 FAMILY AND FRIENDS

Federal

While family or friends may offer to assist with interpretation, members should carefully consider the circumstances before relying on such individuals. The nature of the interaction and relationship between the individual with the disability and the person offering services must be carefully considered to determine whether the family member or friend can provide neutral and unbiased assistance.

Except in an emergency involving an imminent threat to the safety or welfare of any person and no qualified interpreter is reasonably available, members shall not use a minor child as an interpreter (28 CFR 35.160).

338.5.7 FIELD ENFORCEMENT CONSIDERATIONS

Federal

Due to the unpredictable and varied nature of field enforcement, the Department recognizes that it is impracticable to provide immediate access to a comprehensive supply of assistive devices, auxiliary aids, and services to every member of this department. Members involved in interactions with persons with disabilities that occur in the field should assess each situation to determine if communication assistance is necessary. The length, complexity, and importance of the communication, as well as the individual's preferred method of communication, should be considered when determining what, if any, resources should be used and whether a qualified interpreter or other service is needed.

338.6 CUSTODIAL INTERROGATIONS

Federal

In an effort to ensure that the rights of individuals with disabilities are protected during a custodial interrogation, this department will provide reasonable modifications before beginning an interrogation, unless exigent circumstances exist or the individual has made a clear indication that the individual understands the process and desires to proceed without receiving a modification. *Miranda* warnings should be provided to a suspect via the individual's preferred method of communication.

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Interrogations should be recorded whenever reasonably practicable. See guidance on recording custodial interrogations in the Investigation and Prosecution Policy.

338.7 ARREST

Federal

If an individual with a communication-related disability is arrested, the arresting officer shall use a qualified interpreter as soon as reasonably practicable, unless the individual indicates a preference for a different assistive device, auxiliary aid, or service, or the officer reasonably determines another effective method of communication exists under the circumstances.

Individuals who are arrested and are assisted by service animals should be permitted to make arrangements for the care of such animals prior to transport.

338.8 WEBSITE ACCESS

Federal

The ADA coordinator should work with the appropriate parties to develop online content that is readily accessible to persons with disabilities. Department web content should be developed in conformance with the most current guidelines issued by the U.S. Department of Justice and federal regulations (28 CFR 35 Subpart H; 28 CFR 35.200).

Department website content should also be made available to persons with disabilities in an alternative format upon request, if reasonably practicable.

338.9 DOCUMENTATION

Federal

Whenever any modification has been provided, the member involved should document:

- (a) The type of modification, assistive device, auxiliary aid, or service provided.
- (b) Whether the individual elected to use an assistive device, auxiliary aid, or service provided by the Department or another identified source, as applicable.
- (c) Whether the individual's express preference for the modification was not honored and the reason why an alternative method was used.

The documentation and any written communications exchanged should be maintained consistent with the Records Maintenance and Release Policy.

All written communications exchanged in a criminal case shall be attached to the member's report or placed into evidence.

338.10 COMPLAINTS

Federal

A member who receives a complaint or becomes aware of potential disability discrimination, an ADA violation, or a person's inability to access the department's programs, services, or activities should document the complaint and promptly refer the matter to the ADA coordinator (28 CFR

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35.107). The Department shall assist persons with disabilities who require assistance to file a complaint regarding members of this department. The Department may provide a qualified interpreter or forms in enlarged print, as appropriate.

338.11 TRAINING

Federal

Members should receive periodic training on ADA compliance, to include:

- (a) Awareness and understanding of this policy, related procedures, forms, and available resources.
- (b) Procedures for handling requests for modifications.
- (c) Accessing assistive devices, auxiliary aids, and services needed to accommodate requests for modifications.
- (d) General requirements of the ADA, including modifying policies and practices, communicating with individuals with disabilities, and identifying alternate ways to provide access to programs, services, and activities as appropriate to the member's job duties.

Management staff, even if they do not interact regularly with individuals with disabilities, should receive training as appropriate to understand and reinforce this policy.

The Training Lieutenant should maintain records of all training provided and retain a copy in each member's training file in accordance with the established records retention schedule.

Emergency Detentions

410.1 PURPOSE AND SCOPE

State

MODIFIED

This policy provides guidelines for when officers may place a person under emergency detention.

410.1.1 DEFINITIONS

State

MODIFIED

Definitions related to this policy include:

Emergency detention - When an individual has a mental illness, is either dangerous or gravely disabled, and is in immediate need of hospitalization and treatment as provided in I.C. § 12-26-5-0.5, or when an individual is involuntarily detained pursuant to a court approved petition under I.C. § 12-26-5-1.

410.2 POLICY

Best Practice

MODIFIED

It is the policy of the Goshen Police Department to protect the public and individuals through legal and appropriate use of the emergency detention process.

410.3 AUTHORITY

State

MODIFIED

An officer may ~~take into custody~~ apprehend and transport an individual to the appropriate facility in the following circumstances:

- (a) There are reasonable grounds to believe that an individual has a mental illness, is either dangerous or gravely disabled, and is in immediate need of hospitalization and treatment (I.C. § 12-26-5-0.5).
- (b) Pursuant to a court order (I.C. § 12-26-5-0.5).
- (c) Where an emergency detention petition is approved by a judge (I.C. § 12-26-5-2).

Individuals shall not be transported to a state institution (I.C. § 12-26-5-0.5).

410.4 CONSIDERATIONS AND RESPONSIBILITIES

Best Practice

MODIFIED

Any officer handling a call involving a person who may qualify for emergency detention should consider, as time and circumstances reasonably permit:

- (a) Available information that might assist in determining the possible cause and nature of the person's action or stated intentions.
- (b) Community or neighborhood mediation services.
- (c) Conflict resolution and de-escalation techniques.

- (d) Community or other resources that may be readily available to assist with mental health issues.

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While these steps are encouraged, nothing in this section is intended to dissuade officers from taking reasonable action to ensure the safety of the officers and others.

Emergency detentions should be preferred over arrest for people who have mental health issues and are suspected of committing minor crimes or creating other public safety issues.

410.5 TRANSPORTATION

Best Practice

Transport for any individual for involuntary detention shall be conducted in accordance with the Transporting Persons in Custody Policy.

Officers may transport individuals in the patrol unit and shall secure them in accordance with the Handcuffing and Restraints Policy ~~unless there is an underlying medical condition. Should the detainee require transport in a medical transport vehicle and the safety of any person, including the detainee, requires the presence of an officer during the transport, Shift Supervisor approval is required before transport commences.~~

410.6 TRANSFER TO APPROPRIATE FACILITY

Best Practice **MODIFIED**

Upon arrival at the facility, the officer will escort the individual into a treatment area designated by a facility staff member. The officer shall provide the staff member with the emergency petition or written statement containing the basis for the officer's belief the person qualifies for emergency detention and remain present to provide clarification of the grounds for detention, upon request.

410.7 DOCUMENTATION

State **MODIFIED**

The written statement containing the basis for the conclusion that reasonable grounds exist for emergency detention shall be provided to the facility staff member assigned to the individual. A copy shall be retained for inclusion in the case report and filed with the court if any related criminal charges are filed by the officer (I.C. § 12-26-5-0.5).

The officer should also provide a verbal summary to any evaluating staff member regarding the circumstances leading to the emergency detention.

410.8 FIREARMS AND OTHER WEAPONS

State **MODIFIED**

Whenever a person is taken into custody for an emergency detention, the handling officers should seek to determine if the individual owns or has access to any firearm or other deadly weapon.

Officers should consider whether it is appropriate and consistent with current search and seizure law under the circumstances to seize any such firearms or other dangerous weapons (e.g., safekeeping, evidence, consent). A firearm may be seized under I.C. § 35-47-14-3 if the officer believes the person presents an imminent risk of personal injury to him/herself or another and the officer submits to the circuit or superior court having jurisdiction over the person a written statement under oath or affirmation describing the basis for the belief that the person is dangerous.

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Emergency Detentions

Officers are cautioned that a search warrant may be needed before entering a residence or other place to search, unless lawful warrantless entry has already been made (e.g., exigent circumstances, consent). A warrant may also be needed before searching for or seizing weapons.

The handling officer should further advise the person of the procedure for the return of any firearm or other weapon that has been taken into custody.

410.9 TRAINING

State

MODIFIED

~~The Behavioral Health Coordinator~~ This department will provide department-approved training on interaction with persons with a mental disability, emergency detentions, and crisis intervention (I.C. § 5-2-1-9(g)).

Mobile Data Terminal Use

423.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the proper access, use, and application of the Mobile Data Terminal (MDT) system in order to ensure proper access to confidential records from local, state, and national law enforcement databases, and to ensure effective electronic communications between department members and Elkhart County 911 Center.- [See the CJIS Access, Maintenance, and Security Policy for additional guidance.](#)

423.2 POLICY

Goshen Police Department members using the MDT shall comply with all appropriate federal and state rules and regulations and shall use the MDT in a professional manner, in accordance with this policy.

423.3 PRIVACY EXPECTATION

Members forfeit any expectation of privacy with regard to messages accessed, transmitted, received or reviewed on any department technology system (see the Information Technology Use Policy for additional guidance).

423.4 RESTRICTED ACCESS AND USE

MDT use is subject to the Information Technology Use, Protected Information, [and CJIS Access, Maintenance, and Security](#) policies.

Members shall not access the MDT system if they have not received prior authorization and the required training. Members shall immediately report unauthorized access or use of the MDT by another member to their supervisors or Shift Captains.

Use of the MDT system to access law enforcement databases or transmit messages is restricted to official activities, business-related tasks, or communications that are directly related to the business, administration, or practices of the Department. In the event that a member has questions about sending a particular message or accessing a particular database, the member should seek prior approval from ~~his/her~~ [their](#) supervisor.

Sending derogatory, defamatory, obscene, disrespectful, sexually suggestive, harassing, or any other inappropriate messages on the MDT system is prohibited and may result in discipline.

It is a violation of this policy to transmit a message or access a law enforcement database under another [member's](#) name or to use the password of another member to log in to the MDT system unless directed to do so by a supervisor. Members are required to log off the MDT or secure the MDT when it is unattended. This added security measure will minimize the potential for unauthorized access or misuse.

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Mobile Data Terminal Use

423.4.1 USE WHILE DRIVING

Use of the MDT by the vehicle operator should generally be limited to times when the vehicle is stopped. When the vehicle is in motion, the operator should only attempt to read messages that are likely to contain information that is required for immediate enforcement, investigative or safety needs.

Short transmissions, such as a license plate check, are permitted if it reasonably appears that it can be done safely. In no case shall an operator attempt to send or review lengthy messages while the vehicle is in motion.

423.5 DOCUMENTATION OF ACTIVITY

Except as otherwise directed by the Shift Captain or other department-established protocol, all calls for service assigned by a communications operator should be communicated by voice over the police radio and electronically via the MDT unless security or confidentiality prevents such broadcasting.

MDT and voice transmissions are used to document the member's daily activity. To ensure accuracy:

- (a) All contacts or activity shall be documented at the time of the contact.
- (b) Whenever the activity or contact is initiated by voice, it should be documented by a communications operator.
- (c) Whenever the activity or contact is not initiated by voice, the member shall document it via the MDT.

423.5.1 STATUS CHANGES

All changes in status (e.g., arrival at scene, meal periods, in service) will be transmitted over the police radio or through the MDT system.

Members responding to in-progress calls should advise changes in status over the radio to assist other members responding to the same incident. Other changes in status can be made on the MDT.

423.6 EQUIPMENT CONSIDERATIONS

423.6.1 NON-FUNCTIONING MDT

Whenever possible, members will not use vehicles with malfunctioning MDTs. Whenever members must drive a vehicle in which the MDT is not working, they shall notify Elkhart County 911 Center. It shall be the responsibility of the communications operator to document all information that will then be transmitted verbally over the police radio.

423.6.2 BOMB CALLS

When investigating reports of possible bombs, members should not communicate on their MDTs when in the evacuation area of a suspected explosive device. Radio frequency emitted by the MDT could cause some devices to detonate.

Homeless Persons

426.1 PURPOSE AND SCOPE

Best Practice **MODIFIED**

The purpose of this policy is to ensure that department members understand the needs and rights of the homeless, and to establish procedures to guide them during all contacts with the homeless, whether consensual or for enforcement purposes.

This policy establishes a liaison, Behavioral Health Response Coordinator, to the homeless community, addresses the responsibilities of the department member appointed to act as a liaison to the homeless, and details the need for special protection and services for homeless persons.

426.2 POLICY

Best Practice

It is the policy of the Goshen Police Department to protect the rights, dignity and private property of all members of the community, including people who are homeless. Abuse of authority to harass any member of the community will not be permitted. The Goshen Police Department will address the needs of homeless persons in balance with the overall mission of this department.

Homelessness is not a crime and members will not use homelessness as the sole basis for detention or law enforcement action.

426.3 LIAISON TO THE HOMELESS COMMUNITY

Best Practice **MODIFIED**

The Chief of Police shall delegate certain responsibilities to a liaison to the homeless community. The liaison shall be appointed by and directly responsible to the Investigations Division Chief or the authorized designee.

The responsibilities of the liaison include, but are not limited to:

- (a) Maintaining and making available to all department members a list of assistance programs and other resources that are available to homeless persons.
- (b) Meeting with social services and representatives of other organizations that render assistance to the homeless community.
- (c) Maintaining a list of the areas within and near the jurisdiction of this department that are used as frequent homeless encampments.
- (d) Remaining abreast of laws dealing with homelessness, including personal property rights.
- (e) Being present during any clean-up operation conducted by this department that involves the removal of personal property of the homeless. This is to ensure that the established rights of the homeless are not violated.
- (f) Developing training to assist members in understanding current legal and social issues relating to the homeless.

Homeless Persons

426.4 FIELD CONTACTS

Best Practice

Officers are encouraged to contact a homeless person to render aid, offer assistance or to check on the person's welfare. Officers also will take enforcement action when information supports a reasonable and articulable suspicion of criminal activity. However, such contacts shall not be used for harassment.

When encountering a homeless person who has committed a nonviolent misdemeanor and continued freedom is not likely to result in a continuation of the offense or a breach of the peace, officers are encouraged to consider long-term solutions, such as shelter referrals and counseling, in lieu of an arrest and criminal charges. Officers should provide homeless persons with resource and assistance information whenever it is reasonably apparent that such services may be appropriate.

426.4.1 CONSIDERATIONS

Best Practice

A homeless person will receive the same level and quality of service provided to other members of the community. The fact that a victim, witness or suspect is homeless can, however, require special consideration for a successful investigation and prosecution. When handling investigations involving victims, witnesses or suspects who are homeless, officers should consider:

- (a) Documenting alternate contact information. This may include obtaining addresses and telephone numbers of relatives and friends.
- (b) Documenting locations the person may frequent.
- (c) Providing victim/witness resources, when appropriate.
- (d) Obtaining sufficient statements from all available witnesses in the event that a victim cannot be located and is unavailable for a court appearance.
- (e) Arranging for transportation for investigation-related matters, such as medical exams and court appearances.
- (f) Whether a crime should be reported and submitted for prosecution, even when a victim who is homeless indicates that he/she does not desire prosecution.
- (g) Whether the person may be an adult abuse victim, and if so, proceed in accordance with the Adult Abuse Policy.

426.5 MENTAL HEALTH ISSUES

Best Practice **MODIFIED**

When mental health issues are evident, officers should consider referring the person to the appropriate mental health agency or providing the person with contact information for mental health assistance, as appropriate. In these circumstances, officers may provide transportation to a mental health facility for voluntary evaluation if it is requested or offered and accepted by the person, and approved by a supervisor. Officers should consider detaining the person under

involuntary commitment or emergency admission when facts and circumstances reasonably indicate such a detention is warranted (see the **Involuntary Emergency** Detentions Policy).

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Homeless Persons

426.6 PERSONAL PROPERTY

Best Practice

The personal property of homeless persons must not be treated differently than the property of other members of the community. Officers should use reasonable care when handling, collecting and retaining the personal property of homeless persons and should not destroy or discard the personal property of a homeless person.

When a homeless person is arrested or otherwise removed from a public place, officers should make reasonable accommodations to permit the person to lawfully secure his/her personal property. Otherwise, it should be collected for safekeeping. If the arrestee has more personal property than can reasonably be collected and transported by the officer, a supervisor should be consulted. The property should be photographed and measures should be taken to remove or secure it. It will be the supervisor's responsibility to coordinate its removal and safekeeping.

Officers should not conduct or assist in clean-up operations of belongings that reasonably appear to be the property of homeless persons without the prior authorization of a supervisor or the homeless liaison. When practicable, requests by the public for clean-up of a homeless encampment should be referred to the liaison.

Officers who encounter unattended encampments, bedding or other personal property in public areas that reasonably appears to belong to a homeless person should not remove or destroy such property and should inform the liaison if such property appears to involve a trespass, is a blight to the community or is the subject of a complaint. It will be the responsibility of the liaison to address the matter in a timely fashion.

426.7 ECOLOGICAL ISSUES

Best Practice

Sometimes homeless encampments can have an impact on the ecology and natural resources of the community and may involve criminal offenses beyond mere littering. Officers are encouraged to notify other appropriate agencies or City departments when a significant impact to the environment has or is likely to occur. A significant impact to the environment may warrant a crime report, investigation, supporting photographs and supervisor notification.

Medical Aid and Response

427.1 PURPOSE AND SCOPE

Best Practice

This policy recognizes that members often encounter persons in need of medical aid and establishes a law enforcement response to such situations.

427.2 POLICY

Best Practice

It is the policy of the Goshen Police Department that all officers and other designated members be trained to provide emergency medical aid and to facilitate an emergency medical response.

427.3 FIRST RESPONDING MEMBER RESPONSIBILITIES

Best Practice

Whenever practicable, members should take appropriate steps to provide initial medical aid (e.g., first aid, CPR, use of an AED) in accordance with their training and current certification levels. This should be done for those in need of immediate care and only when the member can safely do so.

Prior to initiating medical aid, the member should contact Elkhart County 911 Center and request response by emergency medical services (EMS) as the member deems appropriate.

Members should follow universal precautions when providing medical aid, such as wearing gloves and avoiding contact with bodily fluids, consistent with the Communicable Diseases Policy. Members should use a barrier or bag device to perform rescue breathing.

When requesting EMS, the member should provide Elkhart County 911 Center with information for relay to EMS personnel in order to enable an appropriate response including:

- (a) The location where EMS is needed.
- (b) The nature of the incident.
- (c) Any known scene hazards.
- (d) Information on the person in need of EMS, such as:
 - 1. Signs and symptoms as observed by the member.
 - 2. Changes in apparent condition.
 - 3. Number of patients, sex, and age, if known.

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Medical Aid and Response

4. Whether the person is conscious, breathing, and alert, or is believed to have consumed drugs or alcohol.
5. Whether the person is showing signs of extreme agitation or is engaging in violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond their physical characteristics, and imperviousness to pain.

Members should stabilize the scene whenever practicable while awaiting the arrival of EMS.

Members should not direct EMS personnel whether to transport the person for treatment.

427.4 TRANSPORTING ILL AND INJURED PERSONS

Best Practice

Except in exceptional cases where alternatives are not reasonably available, members should not transport persons **who are not in custody and** who are unconscious, who have serious injuries, or who may be seriously ill. EMS personnel should be called to handle patient transportation.

~~Officers should search any person who is in custody before releasing that person to EMS for transport.~~

~~An officer should accompany any person in custody during transport in an ambulance when it reasonably appears necessary to provide security, when it is necessary for investigative purposes or when so directed by a supervisor.~~

For guidelines regarding transporting ill or injured persons who are in custody, see the [Transporting Persons in Custody Policy](#).

Members should not provide emergency escort for medical transport or civilian vehicles.

427.5 PERSONS REFUSING EMS CARE

Best Practice

If a person who is not in custody refuses EMS care or refuses to be transported to a medical facility, an officer shall not force that person to receive medical care or be transported.

However, members may assist EMS personnel when EMS personnel determine the person lacks the mental capacity to understand the consequences of refusing medical care or to make an informed decision and the lack of immediate medical attention may result in serious bodily injury or the death of the person.

In cases where mental illness may be a factor, the officer should proceed with an involuntary commitment in accordance with the [Emergency Involuntary Detentions Policy](#).

If an officer believes that a person who is in custody requires EMS care and the person refuses, he/she should encourage the person to receive medical treatment. The officer may also consider contacting a family member to help persuade the person to agree to treatment or who may be able to authorize treatment for the person.

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If the person still refuses, the officer will require the person to be transported to the nearest medical facility. In such cases, the officer should consult with a supervisor prior to the transport.

Members shall not sign refusal-for-treatment forms or forms accepting financial responsibility for treatment.

427.6 SICK OR INJURED ARRESTEE

Best Practice

If an arrestee appears ill or injured, or claims illness or injury, he/she the arrestee should be medically cleared prior to booking. If the officer has reason to believe the arrestee is feigning injury or illness, the officer should contact a supervisor, who will determine whether medical clearance will be obtained prior to booking.

If the jail or detention facility refuses to accept custody of an arrestee based on medical screening, the officer should note the name of the facility person refusing to accept custody and the reason for refusal, and should notify a supervisor to determine the appropriate action.

Arrestees who appear to have a serious medical issue should be transported by ambulance to an appropriate medical facility. ~~Officers shall not transport an arrestee to a hospital without a supervisor's approval.~~

Nothing in this section should delay an officer from requesting EMS when an arrestee reasonably appears to be exhibiting symptoms that appear to be life threatening, including breathing problems or an altered level of consciousness, or is claiming an illness or injury that reasonably warrants an EMS response in accordance with the officer's training.

427.6.1 HOSPITAL SECURITY AND CONTROL

Best Practice

Officers who transport persons in custody to medical facilities for treatment should provide security and control during examination and treatment consistent with department protocols. Any such transport should be conducted in accordance with the Transporting Persons in Custody Policy.

The Patrol Division Chief should develop protocols related to the following:

- (a) Providing security and control during an examination or treatment, including:
 - 1. Monitoring the person in custody (e.g., guarding against escape, suicide, and assault of others)
 - 2. Removal of restraints, if necessary and appropriate (see the Handcuffing and Restraints Policy)
- (b) Responsibility for continuing security and control if the person in custody is admitted to the hospital
 - 1. This should include transferring custody of the person to an appropriate agency.

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Medical Aid and Response

427.7 MEDICAL ATTENTION RELATED TO USE OF FORCE

State

Specific guidelines for medical attention for injuries sustained from a use of force may be found in the Response to Resistance, LETB Uniform Statewide Policy on Deadly Force, Handcuffing and Restraints, Control Devices, and Conducted Energy Device policies.

427.8 AIR AMBULANCE

Best Practice

MODIFIED

Generally, when on-scene, EMS personnel will be responsible for determining whether an air ambulance response should be requested. An air ambulance may be appropriate when there are victims with life-threatening injuries or who require specialized treatment (e.g., gunshot wounds, burns, obstetrical cases), and distance or delays will affect the EMS response.

Headlights, spotlights and flashlights should not be aimed upward at the air ambulance. Members should direct vehicle and pedestrian traffic away from the landing zone.

Members shall follow these cautions when near an air ambulance:

- Never approach the aircraft until signaled by the flight crew.
- Always approach the aircraft from the front.
- Avoid the aircraft's tail rotor area.
- Wear eye protection during the landing and take-off.
- Do not carry or hold items, such as IV bags, above the head.
- Ensure that no one smokes near the aircraft.

427.9 AUTOMATED EXTERNAL DEFIBRILLATOR (AED) USE

Discretionary

427.9.1 AED USER RESPONSIBILITY

Discretionary

Members who are issued AEDs should check the AED at the beginning of the shift to ensure it is properly charged and functioning. Any AED that is not functioning properly shall be taken out of service and given to the Training Lieutenant who is responsible for ensuring appropriate maintenance.

Following use of an AED, the device shall be cleaned and/or decontaminated as required. The electrodes and/or pads will shall be replaced as recommended by the AED manufacturer.

Any member who uses an AED should contact Elkhart County 911 Center as soon as possible and request response by EMS.

427.9.2 AED TRAINING AND MAINTENANCE

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Best Practice **MODIFIED**

The Training Lieutenant should ensure appropriate training is provided to members authorized to use an AED.

427.9.3 AED REPORTING

Discretionary

Any member using an AED will complete an incident report detailing its use.

427.10 ADMINISTRATION OF OPIOID OVERDOSE MEDICATION

State

An officer who has received training may administer opioid overdose medication in accordance with standards established by the Indiana Emergency Medical Services Commission (I.C. § 16-31-3-23.5).

427.10.1 OPIOID OVERDOSE MEDICATION USER RESPONSIBILITIES

Best Practice

Members who are qualified to administer opioid overdose medication, such as naloxone, should handle, store, and administer the medication consistent with their training. Members should check the medication and associated administration equipment at the beginning of their shift to ensure they are serviceable and not expired. Any expired medication or unserviceable administration equipment should be removed from service and given to the Training Lieutenant.

Any member who administers an opioid overdose medication should contact Elkhart County 911 Center as soon as possible and request response by EMS.

427.10.2 OPIOID OVERDOSE MEDICATION REPORTING

State

Any member administering opioid overdose medication should detail its use in an appropriate report.

Members administering the medication should report the use to the local ambulance service provider responsible for reporting to the state health commissioner (I.C. § 16-31-3-23.7).

427.10.3 OPIOID OVERDOSE MEDICATION TRAINING

State **MODIFIED**

The Training Lieutenant should ensure training is provided to members authorized to administer opioid overdose medication that meets the standards established by law (I.C. § 16-31-3-23.5).

427.11 FIRST-AID TRAINING

Best Practice

Subject to available resources, The Training Lieutenant should ensure officers receive periodic first-aid training appropriate for their position.

Vehicle Use

703.1 PURPOSE AND SCOPE

Best Practice **MODIFIED**

The purpose of this policy is to establish a system of accountability to ensure department vehicles are used appropriately. This policy provides guidelines for on- and off-duty use of department vehicles and shall not be construed to create or imply any contractual obligation by the City of Goshen to provide assigned take-home vehicles.

[Additional guidelines for member responsibilities when transporting persons in custody may be found in the Transporting Persons in Custody Policy.](#)

703.2 POLICY

Best Practice

The Goshen Police Department provides vehicles for department-related business and may assign patrol and unmarked vehicles based on a determination of operational efficiency, economic impact to the Department, requirements for tactical deployments and other considerations.

703.3 USE OF VEHICLES

Best Practice

703.3.1 SHIFT ASSIGNED VEHICLES

Best Practice **MODIFIED**

The Shift Captain shall ensure a copy of the shift assignment roster, indicating member assignments and vehicle numbers, is completed for each shift and retained in accordance with the established records retention schedule.

703.3.2 OTHER USE OF VEHICLES

Best Practice **REMOVED**

Outside of off-duty driving approved by the Chief of Police, members utilizing a vehicle for any purpose other than their normally assigned duties or normal vehicle assignment (e.g., transportation to training, community event) shall first notify their supervisor.

703.3.3 INSPECTIONS

Best Practice

Members shall be responsible for inspecting the interior and exterior of any assigned vehicle before taking the vehicle into service and at the conclusion of their shifts. Any previously unreported damage, mechanical problems, unauthorized contents, or other problems with the

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Vehicle Use

vehicle shall be promptly reported to a supervisor and documented **as appropriate**. ~~To the shift supervisor and when necessary, Central Garage.~~

The interior of any vehicle that has been used to transport any person other than a member of this department should be inspected prior to placing another person in the vehicle and again after the person is removed. This is to ensure that unauthorized or personal items have not been left in the vehicle.

All department vehicles are subject to inspection and/or search at any time by a supervisor without notice and without cause. No member assigned to or operating such vehicle shall be entitled to any expectation of privacy with respect to the vehicle or its contents.

When transporting any suspect, prisoner or arrestee, the transporting member shall search all areas of the vehicle that are accessible by the person before and after that person is transported.

703.3.4 SECURITY AND UNATTENDED VEHICLES

Best Practice

Unattended vehicles should be locked and secured at all times. No key should be left in the vehicle except when it is necessary that the vehicle be left running (e.g., continued activation of emergency lights, canine safety, equipment charging). Officers who exit a vehicle rapidly in an emergency situation or to engage in a foot pursuit must carefully balance the need to exit the vehicle quickly with the need to secure the vehicle.

Members shall ensure all weapons are secured while the vehicle is unattended.

703.3.5 MOBILE DATA TERMINAL

Discretionary

Members assigned to vehicles equipped with a Mobile Data Terminal (MDT) shall log onto the MDT with the required information when going on-duty. If the vehicle is not equipped with a working MDT, the member shall notify Elkhart County 911 Center. Use of the MDT is governed by the Mobile Data Terminal Use Policy.

703.3.6 VEHICLE LOCATION SYSTEM

Discretionary

Patrol and other vehicles, at the discretion of the Chief of Police, may be equipped with a system designed to track the vehicle's location. While the system may provide vehicle location and other information, members are not relieved of their responsibility to use required communication practices to report their location and status.

Members shall not make any unauthorized modifications to the system. At the start of each shift, members shall verify that the system is on and report any malfunctions to their supervisor. If the member finds that the system is not functioning properly at any time during the shift, he/she should exchange the vehicle for one with a working system, if available.

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System data may be accessed by supervisors at any time. However, access to historical data by personnel other than supervisors will require Division Chief approval.

All data captured by the system shall be retained in accordance with the established records retention schedule.

703.3.7 KEYS

Discretionary

Members approved to operate marked patrol vehicles should be issued a copy of the key as part of their initial equipment distribution. Members who are assigned a specific vehicle should be issued keys for that vehicle.

Members shall not duplicate keys. The loss of a key shall be promptly reported in writing through the member's chain of command.

703.3.8 ALCOHOL

Best Practice

Members who have consumed alcohol are prohibited from operating any department vehicle unless it is required by the duty assignment (e.g., task force, undercover work). Regardless of assignment, members may not violate state law regarding vehicle operation while intoxicated.

703.3.9 PARKING

Discretionary

Except when responding to an emergency or when urgent department-related business requires otherwise, members driving department vehicles should obey all parking regulations at all times.

Department vehicles should be parked in assigned stalls. Members shall not park privately owned vehicles in stalls assigned to department vehicles or in other areas of the parking lot that are not so designated unless authorized by a supervisor. Privately owned motorcycles shall be parked in designated areas.

703.3.10 ACCESSORIES AND/OR MODIFICATIONS

Discretionary

There shall be no modifications, additions or removal of any equipment or accessories without written permission from the assigned vehicle program manager.

703.3.11 CIVILIAN MEMBER USE

Best Practice **MODIFIED**

Civilians shall only operate unmarked detective pool cars. Civilian members shall not operate the emergency lights or sirens of any vehicle unless expressly authorized by a supervisor.

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703.4 INDIVIDUAL MEMBER ASSIGNMENT TO VEHICLES

Best Practice

Department vehicles may be assigned to individual members at the discretion of the Chief of Police. Vehicles may be assigned for on-duty and/or take-home use. Assigned vehicles may be changed at any time. Permission to take home a vehicle may be withdrawn at any time.

The assignment of vehicles may be suspended when the member is unable to perform his/her regular assignment.

703.4.1 ON-DUTY USE

Best Practice

Vehicle assignments shall be based on the nature of the member's duties, job description and essential functions, and employment or appointment status. Vehicles may be reassigned or utilized by other department members at the discretion of the Chief of Police or the authorized designee.

703.4.2 ASSIGNED VEHICLES

Best Practice

MODIFIED

Assignment of take-home vehicles shall be based on the location of the member's residence; the nature of the member's duties, job description and essential functions; and the member's employment or appointment status. Residence in the City of Goshen is a prime consideration for assignment of a take-home vehicle. Members who reside outside the City of Goshen may be required to secure the vehicle at a designated location or the Department at the discretion of the Chief of Police.

Criteria for use of take-home vehicles include the following:

- (a) Vehicles shall only be used for work-related purposes and shall not be used for personal errands or transports, unless special circumstances exist and the Chief of Police or a Division Chief gives authorization.
- (b) Vehicles may be used to transport the member to and from the member's residence for work-related purposes.
- (c) Vehicles will not be used when off-duty except:
 - 1. In circumstances when a member has been placed on call by the Chief of Police or Division Chiefs and there is a high probability that the member will be called back to duty.
 - 2. When the member is performing a work-related function during what normally would be an off-duty period, including vehicle maintenance or traveling to or from a work-related activity or function.
 - 3. When the member has received permission from the Chief of Police or Division Chiefs.

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4. When the vehicle is being used by the Chief of Police, Division Chiefs or members who are in on-call administrative positions.
5. When the vehicle is being used by on-call investigators.
- (d) While operating the vehicle, authorized members will carry and have accessible their duty firearms and be prepared to perform any function they would be expected to perform while on-duty.
- (e) The two-way communications radio, MDT and global positioning satellite device, if equipped, must be on and set to an audible volume when the vehicle is in operation.
- (f) Unattended vehicles are to be locked and secured at all times.
 1. No key should be left in the vehicle except when it is necessary that the vehicle be left running (e.g., continued activation of emergency lights, canine safety, equipment charging).
 2. All weapons shall be secured while the vehicle is unattended.
 3. All department identification, portable radios and equipment should be secured.
- (g) Vehicles are to be parked off-street at the member's residence unless prior arrangements have been made with the Chief of Police or the authorized designee. If the vehicle is not secured inside a locked garage, all firearms and kinetic impact weapons shall be removed and properly secured in the residence (see the Firearms Policy regarding safe storage of firearms at home).
- (h) Vehicles are to be secured at the member's residence or the appropriate department facility, at the discretion of the Department, when a member will be away (e.g., on vacation) for periods exceeding one week.
 1. If the vehicle remains at the residence of the member, the Department shall have access to the vehicle.
 2. If the member is unable to provide access to the vehicle, it shall be parked at the Department.
- (i) The member is responsible for the care and maintenance of the vehicle.
- (j) Off-duty driving approved by the Chief of Police.

703.4.3 ENFORCEMENT ACTIONS

Best Practice

When driving a take-home vehicle to and from work outside of the jurisdiction of the Goshen Police Department or while off-duty, an officer shall not initiate enforcement actions except in those circumstances where a potential threat to life or serious property damage exists (see the Off-Duty Law Enforcement Actions and Law Enforcement Authority policies).

Officers may render public assistance when it is deemed prudent (e.g., to a stranded motorist).

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Officers driving take-home vehicles shall be armed and appropriately attired and shall carry their department-issued identification. Officers should also ensure that department radio communication capabilities are maintained to the extent feasible.

703.4.4 MAINTENANCE

Discretionary

Members are responsible for the cleanliness (exterior and interior) and overall maintenance of their assigned vehicles. Cleaning and maintenance supplies will be provided by the Department. Failure to adhere to these requirements may result in discipline and loss of vehicle assignment. The following should be performed as outlined below:

- (a) Members shall make daily inspections of their assigned vehicles for service/maintenance requirements and damage.
- (b) It is the member's responsibility to ensure that his/her assigned vehicle is maintained according to the established service and maintenance schedule.
- (c) All scheduled vehicle maintenance and car washes shall be performed as necessary at a facility approved by the department supervisor in charge of vehicle maintenance.
- (d) The Department shall be notified of problems with the vehicle and approve any major repairs before they are performed.
- (e) When leaving the vehicle at the maintenance facility, the member will complete a vehicle repair card explaining the service or repair, and leave it on the seat or dash.
- (f) All weapons shall be removed from any vehicle left for maintenance.
- (g) Supervisors shall make, at a minimum, monthly inspections of vehicles assigned to members under their command to ensure the vehicles are being maintained in accordance with this policy.

703.5 UNMARKED VEHICLES

Discretionary

Unmarked vehicles are assigned to various divisions and their use is restricted to the respective division and the assigned member, unless otherwise approved by a supervisor. Any member operating an unmarked vehicle shall record vehicle usage on the sign-out log maintained in the division for that purpose. Any use of unmarked vehicles by those who are not assigned to the division to which the vehicle is assigned shall also be recorded with the Shift Captain on the shift assignment roster.

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703.6 DAMAGE, ABUSE AND MISUSE

Discretionary

When any department vehicle is involved in a traffic accident or otherwise incurs damage, the involved member shall promptly notify a supervisor. Any traffic accident report shall be filed with the agency having jurisdiction (see the Traffic Accidents Policy).

Damage to any department vehicle that was not caused by a traffic accident shall be immediately reported during the shift in which the damage was discovered, documented in memorandum format and forwarded to the Shift Captain. An administrative investigation should be initiated to determine if there has been any vehicle abuse or misuse.

703.7 TOLL ROAD USAGE

State

Law enforcement vehicles while in discharge of their official duties are routinely exempt from incurring toll road charges (135 I.A.C. 2-5-5).

Members operating department vehicles for any reason other than in the discharge of their official duties shall pay the appropriate toll charge or utilize the appropriate toll way transponder.

703.8 ATTIRE AND APPEARANCE

Discretionary

When operating any department vehicle while off-duty, members may dress in a manner appropriate for their intended activity. Whenever in view of or in contact with the public, attire and appearance, regardless of the activity, should be suitable to reflect positively upon the Department.

Protected Information

803.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to provide guidelines for the access, transmission, release and security of protected information by members of the Goshen Police Department. This policy addresses the protected information that is used in the day-to-day operation of the Department and not the public records information covered in the Records Maintenance and Release Policy.

803.1.1 DEFINITIONS

Best Practice

Definitions related to this policy include:

Protected information - Any information or data that is collected, stored or accessed by members of the Goshen Police Department and is subject to any access or release restrictions imposed by law, regulation, order or use agreement. This includes all information contained in federal, state or local law enforcement databases that is not accessible to the public.

803.2 POLICY

Best Practice

Members of the Goshen Police Department will adhere to all applicable laws, orders, regulations, use agreements and training related to the access, use, dissemination and release of protected information.

803.3 RESPONSIBILITIES

Best Practice

The Chief of Police shall select a member of the Department to coordinate the use of protected information.

The responsibilities of this position include but are not limited to:

- (a) Ensuring member compliance with this policy and with requirements applicable to protected information, including requirements for the National Crime Information Center (NCIC) system, National Law Enforcement Telecommunications System (NLETS), Bureau of Motor Vehicles (BMV) records, and the Indiana Data and Communications System (IDACS).
- (b) Developing, disseminating, and maintaining procedures that adopt or comply with the U.S. Department of Justice's current Criminal Justice Information Services (CJIS) Security Policy. [See the Goshen Police Department CJIS Access, Maintenance, and Security Policy for additional guidance.](#)

- (c) Developing, disseminating, and maintaining any other procedures necessary to comply with any other requirements for the access, use, dissemination, release, and security of protected information.
- (d) Developing procedures to ensure training and certification requirements are met.

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Protected Information

- (e) Resolving specific questions that arise regarding authorized recipients of protected information.
- (f) Ensuring security practices and procedures are in place to comply with requirements applicable to protected information.

803.4 ACCESS TO PROTECTED INFORMATION

Best Practice

Protected information shall not be accessed in violation of any law, order, regulation, user agreement, Goshen Police Department policy, or training. Only those members who have completed applicable training and met any applicable requirements, such as a background check, may access protected information, and only when the member has a legitimate work-related reason for such access.

Unauthorized access, including access for other than a legitimate work-related purpose, is prohibited and may subject a member to administrative action pursuant to the Personnel Complaints Policy and/or criminal prosecution. [See the CJIS Access, Maintenance, and Security Policy for additional guidance.](#)

803.5 RELEASE OR DISSEMINATION OF PROTECTED INFORMATION

Best Practice

Protected information may be released only to authorized recipients who have both a right to know and a need to know.

A member who is asked to release protected information that should not be released should refer the requesting person to a supervisor or to the Administrative Assistant for information regarding a formal request.

Unless otherwise ordered or when an investigation would be jeopardized, protected information maintained by the Department may generally be shared with authorized persons from other law enforcement agencies who are assisting in the investigation or conducting a related investigation. Any such information should be released through the Records Section to ensure proper documentation of the release (see the Records Maintenance and Release Policy).

Protected information, such as Criminal Justice Information (CJI), which includes Criminal History Record Information (CHRI), should generally not be transmitted by radio, cellular telephone or any other type of wireless transmission to members in the field or in vehicles through any computer or electronic device, except in cases where there is an immediate need for the

information to further an investigation or where circumstances reasonably indicate that the immediate safety of officers, other department members or the public is at risk.

Nothing in this policy is intended to prohibit broadcasting warrant information.

803.6 SECURITY OF PROTECTED INFORMATION

Federal [REDACTED]

The Chief of Police will select a member of the Department to oversee the security of protected information.

The responsibilities of this position include but are not limited to ([see the CJIS Access, Maintenance, and Security Policy for additional guidance](#)):

- (a) Developing and maintaining security practices, procedures, and training.
- (b) Ensuring federal and state compliance with the CJIS Security Policy and the requirements of any state or local criminal history records systems.
- (c) Establishing procedures to provide for the preparation, prevention, detection, analysis, and containment of security incidents, including computer attacks.
- (d) Tracking, documenting, and reporting all breach of security incidents to the Chief of Police and appropriate authorities.

803.6.1 MEMBER RESPONSIBILITIES

Best Practice

Members accessing or receiving protected information shall ensure the information is not accessed or received by persons who are not authorized to access or receive it. This includes leaving protected information, such as documents or computer databases, accessible to others when it is reasonably foreseeable that unauthorized access may occur (e.g., on an unattended table or desk; in or on an unattended vehicle; in an unlocked desk drawer or file cabinet; on an unattended computer terminal).

803.7 TRAINING

Best Practice

All members authorized to access or release protected information shall complete a training program that complies with any protected information system requirements and identifies authorized access and use of protected information, as well as its proper handling and dissemination.

CJIS Access, Maintenance, and Security

805.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to provide guidelines for the use, maintenance, and security of department systems that access Criminal Justice Information.

805.1.1 DEFINITIONS

Best Practice

Definitions related to this policy include:

Criminal Justice Information (CJI) - Data provided by FBI Criminal Justice Information Services (CJIS) that is necessary for law enforcement agencies to perform their mission and enforce the laws (e.g., biometric, identity history, person, organization, case/incident history data).

Security incident - Any incident that compromises the security of CJI or systems that access CJI. Examples include but are not limited to unauthorized use of legitimate code or credentials within department systems, email communications that contain malicious code, data breaches, signaling to external systems, and unauthorized exporting of information.

805.2 POLICY

Best Practice

It is the policy of the Goshen Police Department to maintain the security, confidentiality, and integrity of its information systems that access CJI by collaborating with appropriate state and federal agencies to implement the applicable established protocols.

805.3 CJIS COORDINATOR

Best Practice

The Chief of Police shall appoint a CJIS coordinator, who shall be responsible for the Goshen Police Department's adherence to FBI CJIS Security Policy requirements.

The CJIS coordinator shall establish procedures necessary to govern the department's use, maintenance, and security of systems that access CJI as described in this policy.

805.3.1 CJIS COORDINATOR RESPONSIBILITIES

Best Practice

The responsibilities of the CJIS coordinator include but are not limited to:

- (a) Coordinating with others, such as the information technology or legal departments, as appropriate, to maintain department compliance with FBI CJIS Security Policy requirements and the Indiana State Police.

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CJIS Access, Maintenance, and Security

- (b) Managing member accounts with access to CJI, including:
 - 1. Creating, enabling, modifying, disabling, and removing member accounts in accordance with this policy and the FBI CJIS Security Policy.
 - 2. Configuring member accounts in accordance with federal and state requirements (e.g., limiting unsuccessful login attempts).
 - 3. Reviewing member accounts for compliance with legal and policy requirements at least annually.
- (c) Overseeing the maintenance, repair, and replacement of CJI systems and system components in accordance with manufacturer or vendor specifications and/or department requirements, including:
 - 1. Maintaining a list of organizations and personnel approved by the Chief of Police to perform maintenance on CJI systems.
 - 2. Approving, scheduling, documenting, and monitoring all maintenance and diagnostic activities, whether performed on-site, remotely, or off-site, and maintaining records.
 - 3. Verifying that non-escorted personnel performing maintenance on any CJI system or terminal possess the required access authorizations, and designating members who have the required access authorizations and technical competence to supervise the maintenance activities of personnel who do not possess the required access authorizations.
 - 4. Maintaining records for all system maintenance and diagnostic activities.
- (d) Monitoring department systems that have access to CJI to ensure compliance with applicable laws and this policy; developing processes to detect, identify, and correct flaws in software and firmware; and conducting security updates as necessary. (e) Providing for the security of hardware that includes provisions for the following:
 - 1. How hardware is to be brought into and taken out of department facilities
 - 2. Physical security of hardware within department facilities
 - 3. Physical security of areas containing network connections and transmission lines, including monitored access
- (f) Implementing and carrying out the department Incident Response Plan, including:
 - 1. Tracking and documenting all suspected or actual security incidents related to CJI in an appropriate manner.
 - 2. Directing annual testing of the department's information security incident response capabilities using tabletop or walk-through exercises, simulations, or other types of testing.
 - 3. Making the appropriate notifications outside of the Department (see the Records Maintenance and Release Policy for additional guidance).

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4. Providing information on security incidents to any third-party software developers or vendors as appropriate.
- (g) Protecting digital and non-digital media that contain CJI, including physical security, transportation, destruction/sanitization, and documentation requirements.
- (h) Developing and updating department information security and privacy literacy training and incident response training as required by policy.
- (i) Maintaining audit records in accordance with the established records retention schedule, but in no event for less than one year.
- (j) Managing the development, documentation, and dissemination of procedures for the following:
 1. Awareness and training
 2. Incident response
 3. Audit and accountability
 4. Access control
 5. Identification and authentication
 6. Configuration management
 7. Media protection
 8. Physical and environmental protection
 9. System and communications protection
 10. System and information integrity
 11. Maintenance
 12. Security and privacy planning
 13. Contingency planning
 14. Risk assessment
- (k) Reviewing this policy and related procedures as required by the FBI CJIS Security Policy and proposing updates as needed to the Chief of Police.

805.4 MEMBER RESPONSIBILITIES

Best Practice

All members of the Department shall be committed to detecting information security incidents and making the appropriate notifications.

Any member who suspects that there may have been unauthorized access, disclosure, or other compromise of CJI shall report their suspicions in accordance with the Incident Response Plan within one hour of the discovery.

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Personally owned devices or systems and publicly accessible systems shall not be used to access, process, store, or transmit CJI.

805.5 SUPERVISOR RESPONSIBILITIES

Best Practice

Supervisors shall notify the CJIS coordinator when the account access of a member they supervise needs to be modified, disabled, or removed for any reason, such as resignation, termination, or change of duties.

805.6 MEMBER ACCOUNTS

Best Practice

Department accounts used to access CJI shall only be created upon approval of the Chief of Police or the authorized designee.

Member accounts shall be disabled within one week of any of the following:

- (a) The account has expired.
- (b) The account is no longer associated with a member.
- (c) The account is found to be in violation of this policy.
- (d) The account has been inactive for 90 calendar days.

If any threat to the confidentiality, integrity, or availability of CJI related to a specific member account is detected, the CJIS coordinator or designated member shall disable the account within 30 minutes of the discovery.

805.6.1 ACCESS AUTHORIZATION

Best Practice

Access authorization for systems transmitting, receiving, using, or storing CJI shall be based on the principle of least privilege as follows:

- (a) Members shall only be granted access authorizations that are necessary to accomplish assigned department tasks.
- (b) Accounts with security privileges shall only be authorized for members with an operational need for the privileges. Privileged functions shall be logged as they are executed.
- (c) Non-privileged members shall not be allowed to execute privileged functions.

805.6.2 ACCOUNT REVIEW ACTIVITIES

Best Practice

At least annually, the CJIS coordinator shall review member accounts for compliance with policy and applicable laws. The CJIS coordinator shall validate account privileges and remove or reassign them as necessary to accurately reflect the department mission and law enforcement needs.

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805.7 MEDIA PROTECTION

Best Practice

Access to media containing CJI shall be restricted to authorized members and stored within physically secured locations or controlled areas, in accordance with the FBI CJIS Security Policy.

Digital media (e.g., flash drives, external or removable hard disk drives, compact discs) containing CJI shall be encrypted. Personally owned digital media devices or digital media devices with no identifiable owner shall not be used on department systems that store, process, or transmit CJI.

Non-digital media (e.g., paper files, printed pages, microfilm) containing CJI should be enclosed in an opaque folder or container if they are to be transported outside of physically secure locations or controlled areas. Media containing CJI shall not be left unattended outside of a physically secure location.

Transportation and transfers of media containing CJI shall be documented.

805.7.1 MEDIA DISPOSAL AND RELEASE

Best Practice

Digital media containing CJI shall be overwritten at least three times or degaussed (i.e., erased) prior to being disposed of, released from department control, or released for reuse. Inoperable digital media devices, such as hard drives or solid-state drives that cannot be accessed to overwrite the data, shall be physically destroyed. When non-digital media is no longer needed for investigative or security purposes, it shall be destroyed by crosscut shredding or incineration.

805.8 SYSTEM AND INFORMATION INTEGRITY

Best Practice

The integrity of department CJI systems shall be protected through the implementation of appropriate controls such as:

- (a) Flaw remediation.
- (b) System monitoring.
- (c) Security alerts, advisories, and directives.
- (d) Software, firmware, and information integrity controls.
- (e) Spam protection.

805.9 SECURITY AWARENESS TRAINING

Best Practice

Members with physical or electronic access to CJI or CJI systems shall complete security awareness training appropriate to their assigned roles and responsibilities and shall certify their understanding by signing a formal Security Awareness Training Acknowledgement. Training shall include information security and privacy literacy training, security incident response training, and a review of this policy and related procedures.

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Security awareness training shall be completed prior to accessing any CJI data or system and at least annually thereafter. Additional training shall be completed as required following any changes to CJI systems and for any member involved in a security incident within 30 days of the event.

Individual training records shall be maintained in accordance with the established records retention schedule, but in no event for less than three years.

The department's CJIS training shall be reviewed for any necessary updates or changes annually and following any security incident or change in a CJI system or the FBI CJIS Security Policy.

805.10 SANCTIONS

Best Practice

Failure to adhere to policies and procedures pertaining to CJI shall result in disciplinary action, up to and including termination. Misuse of or failure to secure CJI may also result in temporary or permanent restrictions in the use of CJI. Intentional misuse of CJI may also be prosecutable under applicable laws.

Temporary Custody of Adults

900.1 PURPOSE AND SCOPE

State

MODIFIED

This policy provides guidelines to address the health and safety of adults taken into temporary custody by members of the Goshen Police Department for processing prior to being released or transferred to a housing or other type of facility.

Temporary custody of juveniles is addressed in the Temporary Custody of Juveniles Policy. Juveniles will not be permitted where adults in custody are being held.

Custodial searches are addressed in the Custodial Searches Policy.

[Additional guidance for transferring persons in custody to another facility or court is provided in the Transporting Persons in Custody Policy.](#)

900.1.1 DEFINITIONS

Best Practice

Definitions related to this policy include:

Holding cell/cell - Any locked enclosure for the custody of an adult or any other enclosure that prevents the occupants from being directly visually monitored at all times by a member of the Department.

Safety checks - Direct, visual observation by a member of this department performed at random intervals, within time frames prescribed in this policy, to provide for the health and welfare of adults in temporary custody.

Temporary custody - The period an adult is in custody at the Goshen Police Department prior to being released or transported to a housing or other type of facility.

900.2 POLICY

Best Practice

The Goshen Police Department is committed to releasing adults from temporary custody as soon as reasonably practicable, and to keeping adults safe while in temporary custody at the Department. Adults should be in temporary custody only for as long as reasonably necessary for investigation, processing, transfer or release.

900.3 GENERAL CRITERIA AND SUPERVISION

Best Practice

No adult should be in temporary custody for longer than six hours.

900.3.1 INDIVIDUALS WHO SHOULD NOT BE IN TEMPORARY CUSTODY

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Temporary Custody of Adults

Best Practice

Individuals who exhibit certain behaviors or conditions should not be in temporary custody at the Goshen Police Department, but should be transported to a jail facility, a medical facility, or other type of facility as appropriate. These include:

- (a) Any individual who is unconscious or has been unconscious while being taken into custody or while being transported.
- (b) Any individual who has a medical condition, including pregnancy, that may require medical attention, supervision, or medication while in temporary custody.
- (c) Any individual who is seriously injured.
- (d) Individuals who are a suspected suicide risk (see the [Emergency—Involuntary Detentions Policy](#)).
 - 1. If the officer taking custody of an individual believes that the individual may be a suicide risk, the officer shall ensure continuous direct supervision until evaluation, release, or a transfer to an appropriate facility is completed.
- (e) Individuals who are obviously in crisis, as defined in the Crisis Intervention Incidents Policy.
- (f) Individuals who are under the influence of alcohol, a controlled substance or any substance to the degree that may require medical attention, or who have ingested any substance that poses a significant risk to their health, whether or not they appear intoxicated.
- (g) Any individual who has exhibited extremely violent or continuously violent behavior.
- (h) Any individual who has claimed, is known to be afflicted with, or displays symptoms of any communicable disease that poses an unreasonable exposure risk.
- (i) Any individual with a prosthetic or orthopedic device where removal of the device would be injurious to the individual's health or safety.

Officers taking custody of a person who exhibits any of the above conditions should notify a supervisor of the situation. These individuals should not be held in temporary custody at the Department unless they have been evaluated by a qualified medical or mental health professional, as appropriate for the circumstances.

900.3.2 SUPERVISION IN TEMPORARY CUSTODY

Best Practice

An authorized department member capable of supervising shall be present at all times when an individual is held in temporary custody. The member responsible for supervising should not have other duties that could unreasonably conflict with his/her supervision. Any individual in custody must be able to summon the supervising member if needed. If the person in custody is deaf or hard of hearing or cannot speak, accommodations shall be made to provide this ability.

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Temporary Custody of Adults

At least one female department member should be present when a female adult is in temporary custody. In the event that none is readily available, the female in custody should be transported to another facility or released pursuant to another lawful process.

Absent exigent circumstances, such as a medical emergency or a violent subject, members should not enter the cell of a person of the opposite sex unless a member of the same sex as the person in custody is present.

No individual in custody shall be permitted to supervise, control or exert any authority over other individuals in custody.

900.3.3 ENTRY RESTRICTIONS

Discretionary

Entry into any location where a person is held in custody should be restricted to:

- (a) Authorized members entering for official business purposes.
- (b) Emergency medical personnel when necessary.
- (c) Any other person authorized by the supervisor.

When practicable, more than one authorized member should be present for entry into a location where a person is held in custody for security purposes and to witness interactions.

900.4 INITIATING TEMPORARY CUSTODY

Best Practice

The officer responsible for an individual in temporary custody should evaluate the person for any apparent chronic illness, disability, vermin infestation, possible communicable disease or any other potential risk to the health or safety of the individual or others. The officer should specifically ask if the individual is contemplating suicide and evaluate him/her for obvious signs or indications of suicidal intent.

The receiving officer should ask the arresting officer if there are any statements, indication or evidence surrounding the individual's arrest and transportation that would reasonably indicate the individual is at risk for suicide or critical medical care. If there is any suspicion that the individual may be suicidal, he/she shall be transported to the City jail or the appropriate mental health facility.

The officer should promptly notify the supervisor of any conditions that may warrant immediate medical attention or other appropriate action. The supervisor shall determine whether the individual will be placed in a cell, immediately released or transported to jail or another facility.

900.4.1 SCREENING AND PLACEMENT

Federal

MODIFIED

The officer responsible for an individual in custody shall:

- (a) Advise the supervisor of any significant risks presented by the individual (e.g., suicide risk, health risk, violence).
- (b) Evaluate the following issues against the stated risks in (a) to determine the need for placing the individual in a single cell:

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Temporary Custody of Adults

1. Consider whether the individual may be at a high risk of being sexually abused based on all available known information (28 CFR 115.141), or whether the person is facing any other identified risk.
 2. Provide an individual identified as being at a high risk for sexual or other victimization with heightened protection. This may include (28 CFR 115.113; 28 CFR 115.141):
 - (a) Continuous, direct sight and sound supervision.
 - (b) Single-cell placement in a cell that is actively monitored on video by a member who is available to immediately intervene.
 3. Ensure individuals are separated according to severity of the crime (e.g., felony or misdemeanor).
 4. Ensure males and females are separated by sight and sound when in cells.
 5. Ensure restrained individuals are not placed in cells with unrestrained individuals.
- (c) Ensure that those confined under civil process or for civil causes are kept separate from those who are in temporary custody pending criminal charges.
- (d) Ensure separation, as appropriate, based on other factors, such as age, criminal sophistication, assaultive/non-assaultive behavior, mental state, disabilities and sexual orientation.

900.4.2 CONSULAR NOTIFICATION

Federal

Consular notification may be mandatory when certain foreign nationals are arrested. The Patrol Division Chief will ensure that the U.S. Department of State's list of countries and jurisdictions that require mandatory notification is readily available to department members. There should also be a published list of foreign embassy and consulate telephone and fax numbers, as well as standardized notification forms that can be transmitted and then retained for documentation. Prominently displayed signs informing foreign nationals of their rights related to consular notification should also be posted in areas used for the temporary custody of adults.

Department members assigned to process a foreign national shall:

- (a) Inform the individual, without delay, that he/she may have his/her consular officers notified of the arrest or detention and may communicate with them.
 1. This notification should be documented.
- (b) Determine whether the foreign national's country is on the U.S. Department of State's mandatory notification list.
 1. If the country is on the mandatory notification list, then:
 - (a) Notify the country's nearest embassy or consulate of the arrest or detention by fax or telephone.

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Temporary Custody of Adults

- (b) Tell the individual that this notification has been made and inform him/her without delay that he/she may communicate with consular officers.
 - (c) Forward any communication from the individual to his/her consular officers without delay.
 - (d) Document all notifications to the embassy or consulate and retain the faxed notification and any fax confirmation for the individual's file.
2. If the country is not on the mandatory notification list and the individual requests that his/her consular officers be notified, then:
- (a) Notify the country's nearest embassy or consulate of the arrest or detention by fax or telephone.
 - (b) Forward any communication from the individual to his/her consular officers without delay.

900.5 SAFETY, HEALTH AND OTHER PROVISIONS

Best Practice

900.5.1 TEMPORARY CUSTODY REQUIREMENTS

Best Practice

Members monitoring or processing anyone in temporary custody shall ensure:

- (a) Safety checks and significant incidents/activities are noted.
- (b) Individuals in custody are informed that they will be monitored at all times, except when using the toilet.
 - 1. There shall be no viewing devices, such as peep holes or mirrors, of which the individual is not aware.
 - 2. This does not apply to surreptitious and legally obtained recorded interrogations.
- (c) There is reasonable access to toilets and wash basins.
- (d) There is reasonable access to a drinking fountain or water.
- (e) There are reasonable opportunities to stand and stretch, particularly if handcuffed or otherwise restrained.
- (f) There is privacy during attorney visits.
- (g) Those in temporary custody are generally permitted to remain in their personal clothing unless it is taken as evidence or is otherwise unsuitable or inadequate for continued wear while in custody.
- (h) Clean blankets are provided as reasonably necessary to ensure the comfort of an individual.

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1. The supervisor should ensure that there is an adequate supply of clean blankets.
 - (i) Adequate shelter, heat, light and ventilation are provided without compromising security or enabling escape.
 - (j) Adequate furnishings are available, including suitable chairs or benches.

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900.5.2 MEDICAL CARE

Best Practice

MODIFIED

First-aid equipment and basic medical supplies should be available to department members. At least one member who has current training in basic first aid and CPR should be on-duty at all times.

Should a person in custody be injured or become ill, appropriate medical assistance should be sought. A supervisor should meet with those providing medical aid at the facility to allow access to the person. Members shall comply with the opinion of medical personnel as to whether an individual in temporary custody should be transported to the hospital. If the person is transported while still in custody, he/she will be accompanied by an officer.

Those who require medication while in temporary custody should not be at the Goshen Police Department. They should be released or transferred to another facility as appropriate.

900.5.3 ORTHOPEDIC OR PROSTHETIC APPLIANCE

Best Practice

Subject to safety and security concerns, individuals shall be permitted to retain an orthopedic or prosthetic appliance. However, if the appliance presents a risk of bodily harm to any person or is a risk to the security of the facility, the appliance may be removed from the individual unless its removal would be injurious to his/her health or safety.

Whenever a prosthetic or orthopedic appliance is removed, the supervisor shall be promptly apprised of the reason. It shall be promptly returned when it reasonably appears that any risk no longer exists.

900.5.4 FIREARMS AND OTHER SECURITY MEASURES

Best Practice

Firearms and other weapons and control devices shall not be permitted in secure areas where individuals are in custody or are processed. They should be properly secured outside of the secure area. An exception may occur only during emergencies, upon approval of a supervisor.

All perimeter doors to secure areas shall be kept locked at all times, except during routine cleaning, when no individuals in custody are present or in the event of an emergency, such as an evacuation.

900.5.5 ESCAPE PREVENTION

Best Practice

MODIFIED

- (a) Authorized members shall escort an individual in temporary custody during any movement or transfer within the facility.
- (b) When inside the facility, the individual in temporary custody should be seated away from doors and external windows.
- (c) The cell door should be kept locked at all times when an individual in temporary custody is present in the cell unless the individual is being removed from or placed into the cell.
- (d) More than one member should be present whenever an individual in temporary custody is outside of a cell, when practicable.

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900.6 USE OF RESTRAINT DEVICES

Best Practice

Individuals in custody may be handcuffed in accordance with the Handcuffing and Restraints Policy. Unless an individual presents a heightened risk, handcuffs should generally be removed when the person is in a cell.

The use of restraints, other than handcuffs or leg irons, generally should not be used for individuals in temporary custody at the Goshen Police Department unless the person presents a heightened risk, and only in compliance with the Handcuffing and Restraints Policy.

Individuals in restraints shall be kept away from other unrestrained individuals in custody and monitored to protect them from abuse.

900.6.1 PREGNANT ADULTS

Best Practice

Women who are known to be pregnant should be restrained in accordance with the Handcuffing and Restraints Policy.

900.7 HOLDING CELLS

Best Practice

A thorough inspection of a cell shall be conducted before placing an individual into the cell to ensure there are no weapons or contraband and that the cell is clean and sanitary. An inspection also should be conducted when he/she is released. Any damage noted to the cell should be photographed and documented.

The following requirements shall apply:

- (a) The individual shall be searched (see the Custodial Searches Policy) and anything that could create a security or suicide risk, such as contraband, hazardous items, belts, shoes or shoelaces, and jackets, shall be removed.
- (b) The individual shall constantly be monitored by an audio/video system during the entire custody.
- (c) The individual shall have constant auditory access to department members.
- (d) The individual's initial placement into and removal from a locked enclosure shall be video recorded.
- (e) Safety checks by department members shall occur no less than every 15 minutes.
 - 1. Safety checks should be at varying times.
 - 2. All safety checks shall be logged.
 - 3. The safety check should involve questioning the individual as to his/her wellbeing.
 - 4. Individuals who are sleeping or apparently sleeping should be awakened.
 - 5. Requests or concerns of the individual should be accommodated when feasible.

900.8 SUICIDE ATTEMPT, DEATH OR SERIOUS INJURY

MODIFIED

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Best Practice

The Patrol Division Chief will ensure procedures are in place to address any suicide attempt, death or serious injury of any individual in temporary custody at the Goshen Police Department. The procedures should include:

- (a) Immediate request for emergency medical assistance if appropriate.
- (b) Immediate notification of the Shift Captain, Chief of Police and Investigation Division Chief.
- (c) Notification of the spouse, next of kin or other appropriate person.
- (d) Notification of the appropriate prosecutor.
- (e) Notification of the City Attorney.
- (f) Notification of the Elkhart County Homicide Unit.
- (g) Evidence preservation.

900.9 RELEASE AND/OR TRANSFER

Best Practice

When an individual is released or transferred from custody, the member releasing the individual should ensure the following:

- (a) All proper reports, forms, and logs have been completed prior to release.
- (b) A check has been made to ensure that the individual is not reported as missing and does not have outstanding warrants.
- (c) It has been confirmed that the correct individual is being released or transported.
- (d) All property, except evidence, contraband, or dangerous weapons, has been returned to, or sent with, the individual.
- (e) All pertinent documentation accompanies the individual being transported to another facility (e.g., copies of booking forms, medical records, an itemized list of property, warrant copies).
- (f) The individual is not permitted in any nonpublic areas of the Goshen Police Department unless escorted by a member of the Department.
- (g) Any known threat or danger the individual may pose (e.g., escape risk, suicide potential, medical condition) is documented, and the documentation transported with the individual if the individual is being sent to another facility.

~~1. The department member transporting the individual shall ensure such risks are communicated to intake personnel at the other facility.~~

~~(h)~~

~~(h) Generally, persons of the opposite sex, or adults and juveniles, should not be transported in the same vehicle unless they are physically separated by a solid barrier. If segregating individuals is not practicable, officers should be alert to inappropriate physical or verbal contact and take appropriate action as necessary.~~

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~~(g)~~(i)

~~(h)~~(i) Transfers between facilities or other entities, such as a hospital, should be accomplished with a custodial escort of the same sex as the person being transferred to assist with the person's personal needs as reasonable.

900.10 ASSIGNED ADMINISTRATOR

Best Practice [REDACTED]

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The Patrol Division Chief will ensure any reasonably necessary supplemental procedures are in place to address the following issues:

- (a) General security
 - (a) Areas used for temporary custody, including any cell areas, should be inspected for safety hazards and contraband.
- (b) Key control
- (c) Sanitation and maintenance
- (d) Emergency medical treatment
- (e) Escapes
- (f) Evacuation plans
- (g) Fire and life-safety
- (h) Disaster plans
- (i) Building and safety code compliance

900.11 TRAINING

Best Practice

Department members should be trained and familiar with this policy and any supplemental procedures.

Temporary Custody of Juveniles

901.1 PURPOSE AND SCOPE

Federal

This policy provides guidelines consistent with the Juvenile Justice and Delinquency Prevention Act for juveniles taken into temporary custody by members of the Goshen Police Department (34 USC § 11133).

901.1.1 DEFINITIONS

State

Definitions related to this policy include:

Juvenile family crisis - An unstable, difficult, or dangerous situation facing a juvenile related to the juvenile's family (e.g., domestic violence, divorce or separation, arrest, or incarceration of a parent).

Juvenile non-offender - An abused, neglected, dependent, or alien juvenile who may be legally held for his/her own safety or welfare. This also includes any juvenile who may have initially been contacted for an offense that would not subject an adult to arrest (e.g., fine-only offense) but was taken into custody for his/her protection or for purposes of reuniting the juvenile with a parent, guardian, or other responsible person.

Juvenile offender/delinquent - A juvenile 17 years of age or younger who is alleged to have committed an offense that would subject an adult to arrest (a non-status offense) (I.C. § 31-37-1-2).

It also includes an offense for possession of a handgun (I.C. § 35-47-10-5; 28 CFR 31.303).

Non-secure custody - When a juvenile is held in the presence of an officer or other department member at all times and is not placed in a locked room, cell, or behind any locked doors. Juveniles in non-secure custody may be handcuffed but not to a stationary or secure object. Personal supervision through direct visual monitoring and audio two-way communication is maintained. Monitoring through electronic devices, such as video, does not replace direct visual observation.

Safety checks - Direct visual observation by a member of this department performed at random intervals, within time frames prescribed in this policy, to provide for the health and welfare of juveniles in temporary custody.

Secure custody - When a juvenile offender is held in a locked room, a set of rooms, or a cell. Secure custody also includes being physically secured to a stationary object.

Examples of secure custody include:

- (a) A juvenile left alone in an unlocked room within the secure perimeter of the adult temporary holding area.

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- (b) A juvenile handcuffed to a rail.
- (c) A juvenile placed in a room that contains doors with delayed egress devices that have a delay of more than 30 seconds.
- (d) A juvenile being processed in a secure booking area when a non-secure booking area is available.
- (e) A juvenile left alone in a secure booking area after being photographed and fingerprinted.
- (f) A juvenile placed in a cell within the adult temporary holding area, whether or not the cell door is locked.
- (g) A juvenile placed in a room that is capable of being locked or contains a fixed object designed for cuffing or restricting movement.

Short-term custody - Holding a juvenile for not more than six hours for non-status offenses (I.C. § 31-37-7-2).

Sight and sound separation - Located or arranged to prevent physical, visual, or auditory contact.

Status offender - A juvenile suspected of committing a criminal violation of the law that would not be a criminal violation but for the age of the offender. Examples may include running away, underage possession of tobacco, curfew violation, and truancy. A juvenile in custody on a court order or warrant based upon a status offense is also a status offender.

901.2 FORMS

Agency Content

See attachment: [Intake Center Protocol for Police](#)

See attachment: [TRANSPORTING OFFICER QUESTIONNAIRE 2020](#)

See attachment: [Juvenile Detention Intake Center Screening Call Questionnaire](#)

901.3 POLICY

Best Practice

The Goshen Police Department is committed to releasing juveniles from temporary custody as soon as reasonably practicable and to keeping juveniles safe while in temporary custody at the Department. Juveniles should be held in temporary custody only for as long as reasonably necessary for processing, transfer or release.

901.4 JUVENILES WHO SHOULD NOT BE HELD

Best Practice

Juveniles who exhibit certain behaviors or conditions should not be held at the Goshen Police Department. These include:

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- (a) Unconsciousness or having been unconscious while being taken into custody or transported.
- (b) Serious injuries or a medical condition requiring immediate medical attention.
- (c) A suspected suicide risk or showing obvious signs of severe emotional or mental disturbance (see the [Emergency Involuntary Detentions Policy](#)).
 - 1. If the officer taking custody of a juvenile believes that he/she may be a suicide risk, the officer shall ensure continuous direct supervision until evaluation, release or transfer to an appropriate facility is completed.
- (d) Significant intoxication or showing signs of having ingested any substance that poses a significant risk to their health, whether or not they appear intoxicated.
- (e) Extremely violent or continuously violent behavior.
- (f) Afflicted with, or displaying symptoms of, a communicable disease that poses an unreasonable exposure risk.

Officers taking custody of a juvenile exhibiting any of the above conditions should take reasonable steps to provide medical attention or mental health assistance and should notify a supervisor of the situation. These juveniles should not be held at the Department unless they have been evaluated by a qualified medical or mental health professional, as appropriate for the circumstances.

901.5 CUSTODY OF JUVENILES

Federal **MODIFIED**

Officers should take custody of a juvenile and temporarily hold the juvenile at the Goshen Police Department when there is no other lawful and practicable alternative to temporary custody. Refer to the Child Abuse Policy for additional information regarding detaining a juvenile who is suspected of being a victim.

No juvenile should be held in temporary custody at the Department without authorization of the arresting officer's supervisor or the Shift Captain. Juveniles taken into custody shall be held in non-secure custody unless otherwise authorized by this policy.

Any juvenile taken into custody shall be released to the care of the juvenile's parent, legal guardian, or other responsible adult or transferred to a juvenile custody facility or to other authority as soon as practicable. In no event shall a juvenile be held beyond six hours from the time of the juvenile's entry into the Department (34 USC § 11133; I.C. § 31-37-7-2).

901.5.1 CUSTODY OF JUVENILE NON-OFFENDERS

Federal

Non-offenders taken into protective custody in compliance with the Child Abuse Policy should generally not be held at the Goshen Police Department. Custodial arrangements should be made

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for non-offenders as soon as reasonably possible. Juvenile non-offenders may not be held in secure custody (34 USC § 11133).

901.5.2 CUSTODY OF JUVENILE STATUS OFFENDERS

Federal

Status offenders should generally be released by citation or with a warning rather than taken into temporary custody. However, officers may take custody of a status offender if requested to do so by a parent or legal guardian in order to facilitate reunification (e.g., transported home or to the station to await a parent). Juvenile status offenders may not be held in secure custody (34 USC § 11133).

901.5.3 CUSTODY OF JUVENILE OFFENDERS

State

Juvenile offenders should be held in non-secure custody while at the Goshen Police Department unless another form of custody is authorized by this policy or is necessary due to exigent circumstances.

Juvenile offenders may be taken into custody under the following circumstances:

- (a) Pursuant to a court order (I.C. § 31-37-4-1).
- (b) When the officer has probable cause to believe that the juvenile has committed an act that would subject an adult to an arrest (I.C. § 31-37-1-2; I.C. § 31-37-4-2).

901.6 ADVISEMENTS

State

When a juvenile is taken into custody for an offense that would warrant the arrest of an adult, the officer shall notify the superintendent of the school district in which the juvenile is enrolled, or if the juvenile is enrolled in a private school, the chief administrative officer of the juvenile's school, within 48 hours. The officer should notify the school official of the reasons the juvenile was taken into custody, but may not disclose information that is confidential under state or federal law (I.C. § 31-37-4-3). A School Resource Officer can assist with making the proper notifications.

901.7 JUVENILE CUSTODY LOGS

Best Practice **MODIFIED**

Any time a juvenile is in temporary custody at the Goshen Police Department, the custody shall be promptly and properly documented in the juvenile custody log, including:

- (a) Identifying information about the juvenile.
- (b) Date and time of arrival and release from the Department.
- (c) Supervisor notification and approval to temporarily hold the juvenile.
- (d) Any charges for which the juvenile is being held and classification of the juvenile as a juvenile offender, status offender or non-offender.
- (e) Any changes in status (e.g., emergency situations, unusual incidents).

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- (f) Time of all safety checks.
- (g) Any medical and other screening requested and completed.
- (h) Circumstances that justify any secure custody.
- (i) Any other information that may be required by other authorities, such as compliance inspectors or a local juvenile court authority.

The supervisor should initial the log to approve the temporary custody, including any secure custody, and should initial the log when the juvenile is released.

901.8 NO-CONTACT REQUIREMENTS

Federal

Sight and sound separation shall be maintained between all juveniles and adults while in custody at the Goshen Police Department (34 USC § 11133; I.C. § 31-37-7-2). There should also be sight and sound separation between non-offenders and juvenile or status offenders.

In situations where brief or accidental contact may occur (e.g., during the brief time a juvenile is being fingerprinted and/or photographed in booking), a member of the Department shall maintain a constant, immediate, side-by-side presence with the juvenile or the adult to minimize any contact. If inadvertent or accidental contact does occur, reasonable efforts shall be taken to end the contact.

901.9 TEMPORARY CUSTODY REQUIREMENTS

Best Practice

Members and supervisors assigned to monitor or process any juvenile at the Goshen Police Department shall ensure:

- (a) The supervisor is notified if it is anticipated that a juvenile may need to remain at the Department more than four hours. This will enable the supervisor to ensure no juvenile is held at the Department more than six hours.
- (b) Safety checks and significant incidents/activities are noted on the log.
- (c) Juveniles in custody are informed that they will be monitored at all times, except when using the toilet.
 - 1. There shall be no viewing devices, such as peep holes or mirrors, of which the juvenile is not aware.
 - 2. This does not apply to surreptitious and legally obtained recorded interrogations.
- (d) A member of the same sex will supervise personal hygiene activities and care, such as changing clothing or using the restroom, without direct observation to allow for privacy.
- (e) There is reasonable access to toilets and wash basins.

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- (f) There is reasonable access to a drinking fountain or water.
- (g) Food is provided if a juvenile has not eaten within the past four hours or is otherwise in need of nourishment, including any special diet required for the health of the juvenile.
- (h) There are reasonable opportunities to stand and stretch, particularly if handcuffed or otherwise restrained.
- (i) There is privacy during family, guardian and/or attorney visits.
- (j) Juveniles are generally permitted to remain in their personal clothing unless it is taken as evidence or is otherwise unsuitable or inadequate for continued wear while in custody.
- (k) Clean blankets are provided as reasonably necessary to ensure the comfort of an individual.
 - 1. The supervisor should ensure that there is an adequate supply of clean blankets.
- (l) Adequate shelter, heat, light and ventilation are provided without compromising security or enabling escape.
- (m) Adequate furnishings are available, including suitable chairs or benches.
- (n) Juveniles have the right to the same number of telephone calls as adults in temporary custody (see the Temporary Custody of Adults Policy).
- (o) Discipline is not administered to any juvenile, nor will juveniles be subjected to corporal or unusual punishment, humiliation or mental abuse.

901.10 USE OF RESTRAINT DEVICES

Best Practice [REDACTED]

Juvenile offenders may be handcuffed in accordance with the Handcuffing and Restraints Policy. A juvenile offender may be handcuffed at the Goshen Police Department when the juvenile presents a heightened risk. However, non-offenders and status offenders should not be handcuffed unless they are combative or threatening.

Other restraints shall only be used after less restrictive measures have failed and with the approval of the supervisor. Restraints shall only be used so long as it reasonably appears necessary for the juvenile's protection or the protection of others.

Juveniles in restraints shall be kept away from other unrestrained individuals in custody and monitored to protect them from abuse.

901.10.1 PREGNANT JUVENILES

Best Practice

Juveniles who are known to be pregnant should be restrained in accordance with the Handcuffing and Restraints Policy.

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901.11 SECURE CUSTODY

Best Practice **MODIFIED**

Only juvenile offenders 14 years of age or older may be placed in secure custody. supervisor approval is required before placing a juvenile offender in secure custody.

Secure custody should only be used for juvenile offenders when there is a reasonable belief that the juvenile is a serious risk of harm to him/herself or others.

Members of this department should not use secure custody for convenience when non-secure custody is, or later becomes, a reasonable option.

When practicable, handcuffing one hand of a juvenile offender to a fixed object while otherwise maintaining the juvenile in non-secure custody should be considered as the method of secure custody. A member must be present at all times to ensure the juvenile's safety while secured to a stationary object.

Generally, juveniles should not be secured to a stationary object for more than 60 minutes. Supervisor approval is required to secure a juvenile to a stationary object for longer than 60 minutes and every 30 minutes thereafter. Supervisor approval should be documented.

901.11.1 LOCKED ENCLOSURES

Best Practice

A thorough inspection of the area shall be conducted before placing a juvenile into the locked enclosure to ensure there are no weapons or contraband and that the area is clean and sanitary. An inspection should be conducted when he/she is released. Any damage noted to the area should be photographed and documented.

The following requirements shall apply:

- (a) Anything that could create a security or suicide risk, such as contraband, hazardous items, belts, shoes or shoelaces, and jackets, shall be removed.
- (b) The juvenile shall constantly be monitored by an audio/video system during the entire temporary custody.
- (c) The juvenile shall have constant auditory access to department members.
- (d) The juvenile's initial placement into and removal from a locked enclosure shall be logged.
- (e) Unscheduled safety checks by department members shall occur no less than every 15 minutes.
 1. All safety checks shall be logged.
 2. The safety check should involve questioning the juvenile as to his/her well-being.
 3. Juveniles who are sleeping or apparently sleeping should be awakened.

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4. Requests or concerns of the juvenile should be logged.
 - (f) Males and females shall not be placed in the same locked room.
 - (g) Juvenile offenders should be separated according to severity of the crime (e.g., felony or misdemeanor).
 - (h) Restrained juveniles shall not be placed in a cell or room with unrestrained juveniles.

901.12 SUICIDE ATTEMPT, DEATH OR SERIOUS INJURY

Best Practice **MODIFIED**

The Patrol Division Chief will ensure procedures are in place to address any suicide attempt, death or serious injury of any juvenile held at the Goshen Police Department. The procedures should include the following:

- (a) Immediate request for emergency medical assistance if appropriate.
- (b) Immediate notification of the Administration, Shift Captain and Investigation Division Chief
- (c) Notification of the parent, guardian or person standing in loco parentis of the juvenile
- (d) Notification of the appropriate prosecutor
- (e) Notification of the City Attorney
- (f) Notification of the Elkhart County Homicide Unit
- (g) Notification of the juvenile court
- (h) Evidence preservation

901.13 INTERVIEWING OR INTERROGATING

State

No interview or interrogation of a juvenile should occur unless the juvenile has the apparent capacity to consent, and does consent, to an interview or interrogation. Also that an attorney, parent or guardian with no interest adverse to the child has been advised of the reason the juvenile has been taken into custody, and has consented to the interview or interrogation. The juvenile must also knowingly and voluntarily consent to the interview or interrogation (I.C. § 31-32-5-1).

901.13.1 RECORDING INTERROGATIONS

State **MODIFIED**

Custodial interrogations of juveniles that take place at the Goshen Police Department or other place of detention shall be audio and video recorded (Ind. Evid. R. 617; I.C. § 31-30.5-1-2). Audioonly recording is permitted when the interrogation occurs at a non-detention location (e.g., home, school) (I.C. § 31-30.5-1-3). Recordings shall be retained as required by I.C. § 31-30.5-1-4.

Meaningful consultation with a parent/guardian shall not be recorded or monitored.

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901.14 RESTRICTION ON FINGERPRINTING AND PHOTOGRAPHING

State

A juvenile offender may be fingerprinted or photographed if he/she was taken into custody for an offense that would be a felony if committed by an adult and was at least 14 years of age when the offense was committed (I.C. § 31-39-5-1). The fingerprints and photographs will be maintained separately from those of adults (I.C. § 31-39-5-2).

The officer who takes the juvenile's fingerprints or photographs shall notify the juvenile's parent, guardian, or custodian, in writing, of the juvenile's rights to request that fingerprints or photographs be destroyed or delivered to the juvenile in accordance with I.C. § 31-39-5-4. The department shall comply with any such request within 60 days if the conditions in I.C. § 31-39-5-4 are satisfied (I.C. § 31-39-5-5).

901.15 TRAINING

State

Department members should be trained on and familiar with this policy and any supplemental procedures. Training should specifically include the notification requirements set forth in I.C. § 31-37-4-3 and I.C. § 31-37-4-3.5.

Attachments

Intake Center Protocol for Police.pdf

Intake Center Protocol for Police.pdf - 11

ELKHART COUNTY COURT SERVICES JUVENILE PROBATION

INTAKE CENTER PROTOCOL FOR POLICE

After much build up, Juvenile Probation will be opening the Intake Center at the new Juvenile Detention Center.

Intake Center

1. The Intake Center will be open to assess juveniles who are arrested by police for any JD offense and runaways.
2. To allow for staff to prepare for the arrival of the juvenile officers should contact Juvenile Detention Control at (574) 891-2254 to let Detention staff know that a juvenile is enroute.
 - a. In order to help staff prepare for the juvenile, please be prepared to give the Detention Staff the following information:
 - i. Juvenile Name
 - ii. DOB
 - iii. Race, Sex, Ethnicity
 - iv. Alleged Offense
 - v. Name of LE Agency
 - vi. Name & Contact information for Arresting officer
 - vii. Estimated Time of Arrival
 - viii. Any other important information (i.e. combative, suicidal, under the influence. Etc.)
 - b. Detention Staff should do a preliminary check for warrants before ending the call. If the Juvenile has a warrant they will be detained without needing to be further screened.
 - c. Detention Staff should also warn/remind the officer that juveniles under influence of substances may need to be medically cleared *prior* to being brought to the center. This is designed to keep from having to turn officers away with juveniles who have not been medically screened.
3. Transport Juvenile to JDC
4. Complete Transporting Officer Questionnaire while staff searches the juvenile
5. Discuss information Probation staff and answer any questions
 - a. Ensure Probation has the correct information for juvenile and parent/guardian
 - b. Probable Cause statement:
 - i. To ensure Probation has enough information to create narrative and complete Detention Screening Tool. (ie. The who, what, where, when, why of your investigation.)
6. When Probation has all the needed the LEO is free to leave JDC and Probation will use the information to complete the Detention Screening Tool and make a decision on release, placement on ATD, or placement in secure detention. LEO will be free to leave even if the juvenile qualifies for release as the juvenile will wait with Probation/Detention staff until parents arrive to take custody of the juvenile.

TRANSPORTING OFFICER QUESTIONNAIRE 2020.pdf

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TRANSPORTING OFFICER
QUESTIONNAIRE 2020.pdf - 12

TRANSPORTING OFFICER QUESTIONNAIRE

TO BE COMPLETED BEFORE TRANSPORTING OFFICER LEAVES DETENTION

Recent statistics indicate that more teens die from suicide than cancer, heart disease, AIDS, birth defects, stroke, pneumonia, influenza, and chorionic lung disease combined. Additionally, there is a high rate of suicidal behavior among incarcerated youths. In order to attempt to prevent juvenile suicidal behavior in the Juvenile Detention Center or Juvenile Intake Center, you are being asked to complete this questionnaire. Your assistance is appreciated.

Juveniles under the influence of alcohol will not be admitted into the facility with a Blood Alcohol Content higher than 0.08. Anything higher they must be medically cleared by the hospital prior to admission.

Please read each item and check the appropriate box

*****DRAFT*****

Juvenile's Name: _____

		YES	NO
1. Does juvenile appear to be under the influence of substance or is known to have used substances recently?	1.		
2. Has the juvenile made comments such as "I'm going to kill myself," or "I want to die," or "I have nothing to live for," or "Everyone would be better off without me around" or a similar comment?	2.		
3. Has another person with knowledge of the juvenile informed or made comments to you that suggest the juvenile is suicidal, under the influence of substances, or has mental health problems?	3.		
4. Does the juvenile appear to be overly ashamed, embarrassed, scared, and/or depressed?	4.		
5. Do you have information that suggests the juvenile has mental health problems, has made a previous suicide attempt, or could be suicidal?	5.		
6. Does the juvenile exhibit UNUSUAL behavior?	6.		
7. Does the juvenile report being choked or strangled?	7.		

Completed by: _____

Agency/Dept: _____

Date: _____

Time: _____

Officer's Printed Name

STAFF USE ONLY			
	Yes	No	
Has the juvenile been using alcohol?	<input type="checkbox"/>	<input type="checkbox"/>	If Yes, B.A.C./When? _____
Has the juvenile taken any legal and/or illegal drugs?	<input type="checkbox"/>	<input type="checkbox"/>	If Yes, When? _____
<i>**If both answers are YES, notify the Supervisor on duty. The juvenile must be taken by the police officer to the hospital for clearance.**</i>			
Receiving Staff:	_____ Printed Name	_____ Signature	_____ Date
			_____ Time

**Juvenile Detention_Intake Center Screening Call
Questionnaire.pdf**

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Juvenile Detention_Intake Center Screening
Call Questionnaire.pdf - 13

ELKHART COUNTY
Juvenile Detention/Intake Center
Screening Call Questionnaire

Referral Time: _____ Referral Date: _____

Name of Officer: _____ Dept: _____ Call back #: _____

Name of Juvenile: _____ DOB: _____ Sex: _____ Race: _____ Ethnicity: _____

Charge/Violation: _____ Charge Level: _____ IC Code: _____

Charge/Violation: _____ Charge Level: _____ IC Code: _____

Charge/Violation: _____ Charge Level: _____ IC Code: _____

any other pertinent information (i.e. combative, suicidal, under the influence, etc.): _____

Does the juvenile have any warrants or body attachments? (Yes or No)

If YES, the juvenile will not need to be assessed by an Intake Probation Officer and staff should inform the officer to bring the juvenile directly to secure detention.

Is Juvenile Injured or under the Influence of Drugs or Alcohol? (Yes or No)

If YES, juvenile must be medically cleared at the hospital before being eligible to come to JDC.

Let the officer know this information will be forwarded to the Intake Probation Officer who will be giving him/her a call back.

Contact the Intake Probation Officer via radio (or phone if they do not answer their radio) and inform them of the call. The Intake Probation Officer will come into the Control Room to receive this form and prepare for the juvenile's arrival.

Custodial Searches

902.1 PURPOSE AND SCOPE

Best Practice **MODIFIED**

This policy provides guidance regarding searches of individuals in custody. Such searches are necessary to eliminate the introduction of contraband, intoxicants, or weapons into the Goshen Police Department facility. Such items can pose a serious risk to the safety and security of department members, individuals in custody, contractors, and the public.

Guidance for custody searches when transporting a person in custody may be found in the [Transporting Persons in Custody Policy](#).

Nothing in this policy is intended to prohibit the otherwise lawful collection of evidence from an individual in custody.

902.1.1 DEFINITIONS

Best Practice

Definitions related to this policy include:

Custody search - An in-custody search of an individual and of his/her property, shoes and clothing, including pockets, cuffs and folds on the clothing, to remove all weapons, dangerous items and contraband.

Physical body cavity search - A search that includes a visual inspection and may include a physical intrusion into a body cavity. Body cavity means the stomach or rectal cavity of an individual, and the vagina of a female person.

Strip search - A search that requires an individual to remove or rearrange some or all of his/her clothing to permit a visual inspection of the underclothing, breasts, buttocks, anus or outer genitalia. This includes monitoring an individual who is changing clothes, where his/her underclothing, buttocks, genitalia or female breasts are visible.

902.2 POLICY

Federal

All searches shall be conducted with concern for safety, dignity, courtesy, respect for privacy and hygiene, and in compliance with policy and law to protect the rights of those who are subject to any search.

Searches shall not be used for intimidation, harassment, punishment or retaliation.

902.3 SEARCHES AT POLICE FACILITIES

Best Practice

Custody searches shall be conducted on all individuals in custody, upon entry to the Goshen Police Department facilities. Except in exigent circumstances, the search should be conducted by

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Custodial Searches

a member of the same sex as the individual being searched. If a member of the same sex is not available, a witnessing member must be present during the search.

Custody searches should also be conducted any time an individual in custody enters or re-enters a secure area, or any time it is reasonably believed that a search is necessary to maintain the safety and security of the facility.

902.3.1 PROPERTY

Best Practice **MODIFIED**

Members shall take reasonable care in handling the property of an individual in custody to avoid discrepancies or losses. Property retained for safekeeping shall be kept in a secure location until the individual is released or transferred.

Some property may not be accepted by a facility or agency that is taking custody of an individual from this department, such as weapons or large items. These items should be retained for safekeeping in accordance with the Evidence Room Policy.

902.3.2 VERIFICATION OF MONEY

Best Practice **REMOVED**

Money subject to seizure shall be counted in front of the individual from whom it was received while using the officer's Body-Worn device. All appropriate seizure documents shall be forwarded to the Elkhart County Prosecutor's Office and the money shall be kept as evidence. When money is not subject to seizure, an officer should conduct a count of the money in the presence of the arrestee, the money shall be transported with the individual to the correctional facility where an inventory of all personal items will occur.

902.4 STRIP SEARCHES

Federal

No individual in temporary custody at any Goshen Police Department facility shall be subjected to a strip search unless there is reasonable suspicion based upon specific and articulable facts to believe the individual has a health condition requiring immediate medical attention or is concealing a weapon or contraband (210 I.A.C. 3-1-13). Factors to be considered in determining reasonable suspicion include, but are not limited to:

- (a) The detection of an object during a custody search that may be a weapon or contraband and cannot be safely retrieved without a strip search.
- (b) Circumstances of a current arrest that specifically indicate the individual may be concealing a weapon or contraband.
 - 1. A felony arrest charge or being under the influence of a controlled substance should not suffice as reasonable suspicion absent other facts.
- (c) Custody history (e.g., past possession of contraband while in custody, assaults on department members, escape attempts).
- (d) The individual's actions or demeanor.
- (e) Criminal history (i.e., level of experience in a custody setting).

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Custodial Searches

No transgender or intersex individual shall be searched or examined for the sole purpose of determining the individual's genital status. If the individual's genital status is unknown, it may be determined during conversations with the person, by reviewing medical records, or as a result of a broader medical examination conducted in private by a medical practitioner (28 CFR 115.115).

902.4.1 STRIP SEARCH PROCEDURES

Federal [REDACTED]

Strip searches at Goshen Police Department facilities shall be conducted as follows (28 CFR 115.115):

- (a) Written authorization from the supervisor shall be obtained prior to the strip search.
- (b) All members involved with the strip search shall be of the same sex as the individual being searched, unless the search is conducted by a medical practitioner.
- (c) All strip searches shall be conducted in a professional manner under sanitary conditions and in a secure area of privacy so that the search cannot be observed by those not participating in the search. The search shall not be reproduced through a visual or sound recording.
- (d) Whenever possible, a second member of the same sex should also be present during the search, for security and as a witness to the finding of evidence.
- (e) Members conducting a strip search shall not touch the breasts, buttocks or genitalia of the individual being searched.
- (f) The primary member conducting the search shall prepare a written report to include:
 - 1. The facts that led to the decision to perform a strip search.
 - 2. The reasons less intrusive methods of searching were not used or were insufficient.
 - 3. The written authorization for the search, obtained from the supervisor.
 - 4. The name of the individual who was searched.
 - 5. The name and sex of the members who conducted the search.
 - 6. The name, sex and role of any person present during the search.
 - 7. The time and date of the search.
 - 8. The place at which the search was conducted.
 - 9. A list of the items, if any, that were recovered.
 - 10. The facts upon which the member based his/her belief that the individual was concealing a weapon or contraband.
- (g) No member should view an individual's private underclothing, buttocks, genitalia or female breasts while that individual is performing bodily functions or changing clothes, unless he/she otherwise qualifies for a strip search. However, if serious hygiene or

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health issues make it reasonably necessary to assist the individual with a shower or a change of clothes, a supervisor should be contacted to ensure reasonable steps are taken to obtain the individual's consent and/or otherwise protect his/her privacy and dignity.

902.4.2 SPECIAL CIRCUMSTANCE FIELD STRIP SEARCHES

Federal [REDACTED]

A strip search may be conducted in the field only with supervisor authorization and only in exceptional circumstances, such as when:

- (a) There is probable cause to believe that the individual is concealing a weapon or other dangerous item that cannot be recovered by a more limited search.
- (b) There is probable cause to believe that the individual is concealing controlled substances or evidence that cannot be recovered by a more limited search, and there is no reasonable alternative to ensure the individual cannot destroy or ingest the substance during transportation.

These special-circumstance field strip searches shall only be authorized and conducted under the same restrictions as the strip search procedures in this policy, except that the supervisor authorization does not need to be in writing.

902.5 PHYSICAL BODY CAVITY SEARCH

Federal [REDACTED]

Physical body cavity searches shall be subject to the following (210 I.A.C. 3-1-13):

- (a) No individual shall be subjected to a physical body cavity search without written approval of the supervisor and only upon a search warrant. A copy of any search warrant and the results of the physical body cavity search shall be included with the related reports and made available, upon request, to the individual or authorized representative (except for those portions of the warrant ordered sealed by a court).
- (b) Only medical personnel may conduct a physical body cavity search.
- (c) Except for the medical personnel conducting the search, persons present must be of the same sex as the individual being searched. Only the necessary department members needed to maintain the safety and security of the medical personnel shall be present.
- (d) Privacy requirements, including restricted touching of body parts and sanitary condition requirements, are the same as required for a strip search.
- (e) All such searches shall be documented, including:
 - 1. The facts that led to the decision to perform a physical body cavity search of the individual.
 - 2. The reasons less intrusive methods of searching were not used or were insufficient.

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3. The supervisor's approval.
 4. A copy of the search warrant.
 5. The time, date and location of the search.
 6. The medical personnel present.
 7. The names, sex and roles of any department members present.
 8. Any contraband or weapons discovered by the search.
- (f) A copy of the written authorization shall be retained and shall be made available to the individual who was searched or other authorized representative upon request.

902.6 GENDER IDENTITY OR EXPRESSION CONSIDERATIONS

Best Practice **MODIFIED**

If an individual who is subject to a strip search or physical body cavity search has a gender identity or expression that differs from their sex assigned at birth, the search should be conducted by members of the same gender identity or expression as the individual, unless the individual requests otherwise.

902.7 JUVENILES

Best Practice **REMOVED**

No juvenile should be subjected to a strip search or a physical body cavity search at the Department.

The Chief of Police or the authorized designee should establish procedures for the following:

- (a) Safely transporting a juvenile who is suspected of concealing a weapon or contraband, or who may be experiencing a medical issue related to such concealment, to a medical facility or juvenile detention facility as appropriate in the given circumstances.
 1. Procedures should include keeping a juvenile suspected of concealing a weapon under constant and direct supervision until custody is transferred to the receiving facility.
- (b) Providing officers with information identifying appropriate medical and juvenile detention facilities to which a juvenile should be transported for a strip or body cavity search.

Nothing in this section is intended to prevent an officer from rendering medical aid to a juvenile in emergency circumstances (see the Medical Aid and Response Policy for additional guidance).

902.8 TRAINING

Federal

The Training Lieutenant shall ensure members have training that includes (28 CFR 115.115):

- (a) Conducting searches of cross-gender individuals.

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- (b) Conducting searches of transgender and intersex individuals.
- (c) Conducting searches in a professional and respectful manner, and in the least intrusive manner possible, consistent with security needs.

Transporting Persons in Custody

903.1 PURPOSE AND SCOPE

Best Practice

This policy provides guidelines for transporting persons who are in the custody of the Goshen Police Department.

See the Handcuffing and Restraints Policy for additional guidance.

903.2 POLICY

Best Practice

It is the policy of the Goshen Police Department to provide safe, secure, and humane transportation for all persons in custody.

903.3 OFFICER RESPONSIBILITIES

Best Practice

Persons in custody should be transported in a vehicle properly equipped to transport passengers. They should be appropriately restrained and positioned during transport.

Officers transporting a person in custody should:

- (a) Search all areas of the vehicle accessible to a person in custody before and after each transport.
- (b) Immediately search persons in custody after arrest, when receiving the person from the custody of another officer, and before transferring the person. Refer to the Custodial Searches Policy before conducting any search other than a field search.
 - 1. Whenever practicable, a search should be conducted by an officer of the same gender as the person being searched. If an officer of the same gender is not reasonably available, a witnessing officer should be present during the search.
- (c) Provide Elkhart County 911 Center with any required notifications (e.g., start time, mileage, end time).
- (d) Properly secure all property.
- (e) Use audio/video equipment (when properly equipped) to observe and record any person in custody during transport (see the Mobile Audio/Video and Body-Worn Cameras policies for additional guidance).
- (f) Make a reasonable effort to prevent inappropriate conversations between persons being transported (e.g., demeaning or insulting language) or conversations between a person being transported and someone outside the vehicle.

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Transporting Persons in Custody

- (g) Plan travel times and routes to avoid situations that might impede transportation (e.g., heavy traffic, unfavorable road conditions, extreme weather) when reasonably practicable.
- (h) Make a verbal welfare check with a person in custody at least every 10 minutes. Provide sufficient visual observation and audio communication during the transport of:
 - 1. Individuals in auxiliary restraints.
 - 2. Individuals in leg restraints.
 - 3. Individuals wearing a spit hood.
 - 4. Individuals who are a suspected suicide risk.
- (i) Verify that the vehicle's security devices (e.g., window and rear-door child-safety locks) are activated.
- (j) Assess uncooperative persons who cannot or will not sit upright for a medical condition (see the Medical Aid and Response Policy for additional guidance):
 - 1. If no medical condition exists, alternative transportation should be arranged (e.g., a special transport van).

903.4 TRANSPORT RESTRICTIONS

Best Practice

When transporting multiple persons, officers:

- (a) Should not transport persons in custody together. Persons in custody should be transported individually when practicable, or within their own compartment of a multiple-compartment vehicle, unless supervisor approval is received based on unusual circumstances.
 - 1. Juveniles and adults shall not be transported together.
 - 2. Persons with known hostilities toward each other, such as mutual combatants or rival gang members, shall not be transported together.
 - 3. Persons of different genders should not be transported together.
- (b) If segregating individuals is not possible, transporting officers should be alert to inappropriate physical or verbal contact and take appropriate action.

903.5 TRANSPORTING PERSONS IN CUSTODY WHO HAVE A DISABILITY

Best Practice

When transporting a person in custody who has a disability, a transporting officer should request assistance as necessary to transport the person in a reasonable and safe manner. The transporting officer should ensure that any special equipment (e.g., canes, wheelchairs, prosthetics) is transported to the person's destination in a way that does not threaten the safety or security of the person in custody or the officer.

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Officers transporting a person who has a disability should consult with the person in custody and use good judgment in determining what, if any, restraining devices may be appropriate based on the person's disability to ensure the security, safety, and dignity of all persons.

903.6 TRANSPORTING ILL OR INJURED PERSONS IN CUSTODY

Best Practice

Except in exceptional cases where alternatives are not reasonably available, officers should not transport persons in custody who are unconscious, have serious injuries, or who may be seriously ill. EMS personnel should be called to handle such transportation.

Officers shall notify a supervisor as soon as practicable when transporting a person in custody to a hospital.

An officer should accompany any person in custody during transport in an ambulance when requested by EMS personnel, when it reasonably appears necessary to provide security, when it is necessary for investigative purposes, or when so directed by a Shift Supervisor.

Any person in custody suspected of having a communicable disease should be transported in compliance with the exposure control plan in the Communicable Diseases Policy.

See the Medical Aid and Response Policy for additional guidance on ill or injured persons in custody.

903.7 TRANSPORTING PREGNANT PERSONS IN CUSTODY

Best Practice

Persons in custody who are known to be pregnant should be restrained during transport in the least restrictive manner that is effective for officer safety. Leg restraints, waist chains, or handcuffs behind the body should not be used unless the officer has a reasonable suspicion that the person may resist, attempt escape, injure themselves or others, or damage property.

Absent exceptional circumstances, persons in labor or delivery should not be transported by officers. EMS personnel should be called to handle transportation.

903.8 EMERGENCY DETENTION ORDER (EDO) TRANSPORTS

Best Practice

When transporting any individual for an emergency detention, the transporting officer should request that Elkhart County 911 Center notify the receiving facility of the estimated time of arrival, the level of cooperation of the individual, and whether any special medical care is needed.

Should the person require transport in a medical transport vehicle, and the safety of any person, including the person in custody, requires the presence of an officer during the transport, Shift Supervisor approval is required before transport commences.

See the Emergency Detentions Policy for additional guidance.

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903.9 INTERRUPTION OF TRANSPORT

Best Practice

Absent extraordinary circumstances, officers should not interrupt a transport to provide emergency assistance without supervisory approval. Officers encountering an emergency should notify Elkhart County 911 Center and request an appropriate response.

903.10 EXTENDED TRANSPORTS

Best Practice

During transports for extended durations, transporting officers may be required to make necessary stops. With supervisory approval and due consideration for security risks and the in-custody person's health and well-being, these stops should be limited to fuel, meals, bathroom breaks, and other purposes reasonably necessary for the continuation of the transport.

903.11 PROHIBITIONS

Best Practice

When transporting a person in custody, officers should not:

- (a) Use transport as a form of punishment or retaliation (e.g., intentionally rough rides, excessive heat or cold, obnoxiously loud music).
- (b) Handcuff a person to any part of a vehicle.
- (c) Leave the vehicle unattended with the person in custody in the vehicle.
- (d) Allow any person who is not in custody (e.g., friend, family member) to have contact with or be in close proximity to the person in custody.
- (e) Allow any food, drink, or other consumables to be given to the person in custody by anyone other than department personnel or receiving agency personnel.
- (f) Stop to conduct any personal activities.
- (g) Engage in a pursuit.

903.12 ESCAPES

Best Practice

In the event that a person in custody escapes while being transported, the transporting officer should immediately advise Elkhart County 911 Center and other units of the escape, provide a description of the escapee, notify the Shift Captain, and submit a written report as soon as practicable describing the circumstances of the escape and any recapture.

The Shift Supervisor should notify the Chief of Police or the authorized designee upon learning of an escape.

If the escape occurs outside the jurisdiction of the Goshen Police Department, the Shift Supervisor should notify the appropriate agency or agencies within the jurisdiction where the escape occurred.

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903.13 DOCUMENTATION

Best Practice

If a person is injured during transportation, officers should document the injury in the appropriate report. Documentation should include the condition of the person prior to transportation and the known or suspected causes of the injury during transportation (e.g., hitting head, struggling with restraints, fighting with other persons in custody). Any visible or reported injuries should be photographed and included with the report.

903.14 NOTIFICATIONS

Best Practice

Officers should notify a supervisor and any receiving facility of information regarding any circumstances the officer reasonably believes would be potential safety concerns or medical risks to the person (e.g., uncooperative or violent, prolonged struggle, extreme agitation, medical conditions) that may have occurred prior to, or during, transportation.

903.15 TRAINING

Best Practice

The Training Lieutenant should provide periodic training on this policy and procedures related to transporting persons in custody, restraint systems, and restraint devices.

Special Assignments and Promotions

1002.1 PURPOSE AND SCOPE

Discretionary

The purpose of this policy is to establish guidelines for promotions and for making special assignments within the Goshen Police Department.

1002.2 POLICY

Discretionary

The Goshen Police Department determines assignments and promotions in a non-discriminatory manner based upon job-related factors and candidate skills and qualifications. Assignments and promotions are made by the Chief of Police.

1002.3 SPECIAL ASSIGNMENT POSITIONS

Discretionary

The following positions are considered special assignments and not promotions:

- (a) Elkhart County Regional SWAT Team member
- (b) Proactive Investigative Team
- (c) Motorcycle officer
- (d) Bicycle Patrol officer
- (e) Canine handler
- (f) Accident investigator or Measurement Team
- (g) Field Training Officer
- (h) Community Relations/Training Officer
- (i) School Resource officer
- (j) Court Officer
- (k) Special Police Officers
- (l) Department Training Officers
- (m) Evidence Technicians
- (n) Elkhart County Homicide Unit Detective
- (o) Investigations and Covert Enforcement Unit (I.C.E.) Officers
- (p) [Terminal Agency Coordinator](#)
- (q) [Local Agency Security Officer](#)

1002.3.1 GENERAL REQUIREMENTS

Discretionary

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Special Assignments and Promotions

The following requirements should be considered when selecting a candidate for a special assignment:

- (a) Two years of relevant experience
- (b) Off probation
- (c) Possession of or ability to obtain any certification required by the Indiana Law Enforcement Training Board or law
- (d) Exceptional skills, experience or abilities related to the special assignment

1002.3.2 EVALUATION CRITERIA

Discretionary

The following criteria will be used in evaluating candidates for a special assignment:

- (a) Presents a professional, neat appearance.
- (b) Maintains a physical condition that aids in his/her performance.
- (c) Expressed an interest in the assignment.
- (d) Demonstrates the following traits:
 - 1. Emotional stability and maturity
 - 2. Stress tolerance
 - 3. Sound judgment and decision-making
 - 4. Personal integrity and ethical conduct
 - 5. Leadership skills
 - 6. Initiative
 - 7. Adaptability and flexibility
 - 8. Ability to conform to department goals and objectives in a positive manner

1002.3.3 SELECTION PROCESS

Discretionary

MODIFIED

The selection process for special assignments will include an administrative evaluation as determined by the Chief of Police to include:

- (a) Supervisor recommendations - Each supervisor who has supervised or otherwise been involved with the candidate will submit a recommendation.

1. The supervisor recommendations will be submitted to the Division Chief for whom the candidate will work.
- (b) Administrative interview - The Division Chief will schedule interviews with each candidate.

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1. Based on supervisor recommendations and those of the Division Chief after the interview, the administration will submit their recommendations to the Chief of Police.
- (c) Assignment by the Chief of Police.

The selection process for all special assignment positions may be waived for temporary assignments, emergency situations, training and at the discretion of the Chief of Police.

1002.4 PROMOTIONAL REQUIREMENTS

Discretionary [REDACTED]

1002.4.1 SPECIAL ASSIGNMENT PROMOTIONAL PROCESS

Discretionary [REDACTED]

The Assistant Chief or designee should coordinate with the appropriate division chief to develop the promotional process for both sworn and non-sworn positions which may include:

- A written announcement of vacant positions.
- A description of the qualifications for a vacant position.



CITY OF GOSHEN LEGAL DEPARTMENT

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www.goshenindiana.org

August 28, 2025

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Dixon Engineering, Inc. for professional services related to the Clinton Elevated Water Tank

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Dixon Engineering, Inc. for professional services including but not limited to the inspection and preparation of contract for bid proposal related to the Clinton Elevated Water Tank, which services are more particularly described in Contractor's January 24, 2025 proposal attached to Agreement as Exhibit A.

The total compensation to Dixon Engineering, Inc. for said services is not to exceed \$35,900. However, the parties agree that if for any reason it appears the cost will exceed this amount, Dixon will discuss said cost(s) with City and City shall approve prior to any further costs being incurred by Dixon.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with Dixon Engineering, Inc. for professional services related to the Clinton Elevated Water Tank as described in Contractor's January 24, 2025 proposal attached to Agreement as Exhibit A and referenced herein with total compensation to Dixon Engineering, Inc. for said services not to exceed \$35,900, unless City approves of any additional costs prior to said costs being incurred by Dixon.

AGREEMENT WITH DIXON ENGINEERING, INC. FOR PROFESSIONAL SERVICES

SERVICES FOR THE CLINTON ELEVATED WATER TANK

THIS AGREEMENT is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **Dixon Engineering, Inc.** (“Contractor” or “Dixon”), whose mailing address is 1104 Third Avenue, Lake Odessa, MI 49849, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in Contractor’s Proposal dated January 24, 2025 and attached to this Agreement as Exhibit A.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:

- (1) This Agreement, and Amendments; and
- (2) Contractor’s Proposal.

Section 2. Scope of Services

Contractor shall provide City with services including but not limited to the inspection and preparation of contract for bid proposal, which services are more particularly described in Contractor’s January 24, 2025 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

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

Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.

Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from City.

Section 4. Compensation

Per attached Exhibit A, Contractor's Proposal dated January 24, 2025, City agrees to compensate Contractor the sum of \$35,900 for performing all Duties.

Section 5. Payment

City shall pay Contractor for Duties satisfactorily completed under this agreement as Duties progress.

Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:

City of Goshen
c/o Goshen Water Department
308 North 5th Street
Goshen, IN 46528
Email is also acceptable at marvshepherd@goshencity.com

Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 6. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

Section 7. Licensing/Certification Standards

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Contractor pursuant to this agreement.

Section 8. Inspection and Warranty

Per attached Exhibit A, Contractor's Proposal dated January 24, 2025, section A1.04 Post Construction Phase, both Contractor and City have specific responsibilities related to inspection and warranty.

Section 9. Independent Contractor

Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall

not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.

Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 10. Non-Discrimination

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Section 11. Employment Eligibility Verification

Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

Section 12. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

Section 13. No Investment Activities in Iran

In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Section 14. Indemnification

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding and shall not be limited by the amount of insurance coverage required under this agreement.

Section 15. Insurance

Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.

Contractor shall at least include the following types of insurance with the following minimum limits of liability:

- (3) Workers Compensation and Employer's Liability - Statutory Limits
- (4) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
- (5) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
- (6) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (7) Excess Umbrella Coverage - \$4,000,000 each occurrence

Section 16. Force Majeure

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 17. Default

If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.

It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

Contractor may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
- (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 18. Termination

The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.

City may terminate this agreement, in whole or in part, in the event of default by Contractor.

The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 19. Notice

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528

Contractor: Dixon Engineering, Inc.
Attention: Paul Spitzley, P.E.
1104 Third Avenue
Lake Odessa, MI 48849

Section 20. Subcontracting or Assignment

Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

Section 21. Amendments

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

Section 22. Waiver of Rights

No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

Section 23. Applicable Laws

Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so may be deemed a material breach of agreement.

Section 24. Miscellaneous

Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

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

In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 25. Severability

In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.

Section 26. Binding Effect

All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

Section 27. Entire Agreement

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

Section 28. Authority to Execute

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

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

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

Dixon Engineering, Inc.

Gina M. Leichty, Mayor

Date Signed: _____

Printed: _____

Title: _____

Date Signed: _____

EXHIBIT A

Dixon Engineering & Inspection Services

For the Coating Industry

1104 Third Avenue

Lake Odessa, MI 49849

Telephone: (616) 374-3221

Fax: (616) 374-7116

Project Proposal for The City of Goshen

Services for the Clinton Elevated Water Tank

General Description of Services:

Technical Specifications, Bidding and Contract Documents, Bid Evaluation, Project Administration, Preconstruction Meeting, Welding Observation, Wet Interior, Exterior Coating Observation, and One (1) Year Exterior Warranty on the 500,000 Gallon Toro Ellipse (Clinton St)

This service fee is the Estimated Amount of **\$35,900**.

Proposal Provided by:

Paul Spitzley, P.E., Project Manager, January 24, 2025

Project Contacts:

Designated Person: Marvin Shepherd

Address for Owner's receipt of notices:

City of Goshen

308 North 5th Street

Goshen, IN 46528

Email: marvshepherd@goshencity.com

Designated Person: Paul Spitzley, P.E.

Address for DIXON's receipt of notices:

Dixon Engineering, Inc.

1104 Third Avenue

Lake Odessa, MI 48849

Email: paul.spitzley@dixonengineering.net

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount summarized as follows:

A1.01-Technical Specifications			\$9,000	Lump Sum
A1.02-Bidding and Contract Documents			\$1,000	Lump Sum
A1.02-Bid Evaluation			\$1,700	Unit Price
A1.03-Preconstruction Meeting			\$1,800	Unit Price
A1.03-Other Defined Basic Services - Project Administration			\$4,500	Lump Sum
A1.03-RPR Services Cathodic Protection Installation	1	\$1,350	\$1,350	Unit Price
A1.03-RPR Services Weld	2	\$1,350	\$2,700	Unit Price
A1.03-RPR Critical Phase Coating	7	\$1,300	\$9,100	Unit Price
A1.04-Warranty Observation			\$4,750	Lump Sum
	Total		\$35,900	

Dixon Engineering & Inspection Services

For the Coating Industry

1104 Third Avenue
Lake Odessa, MI 49849
Telephone: (616) 374-3221
Fax: (616) 374-7116

2. In the event of a conflict with the total compensation for services and the “Estimated Amount” listed above, the Estimated Amount shall be considered a Not to Exceed amount for the project.

3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Alteration to the distribution of compensation shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

Attachment C-2 Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$500.00	
Officer/Associate	\$210.00	
Project Manager	\$195.00-\$220.00	\$292.00-\$330.00
Engineer	\$220.00-\$260.00	\$330.00-\$390.00
CWI Welding RPR	\$215.00-\$240.00	\$322.00-\$360.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$148.00-\$198.00	\$222.00-\$297.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$134.00-\$174.00	\$201.00-\$261.00
DIXON Level 1 or AMPP General Level 1 RPR	\$124.00-\$154.00	\$186.00-\$231.00
Contract Support Staff	\$154.00-\$194.00	\$231.00-\$291.00

<u>Expenses</u>	<u>** Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$185.00 per diem	\$185.00 per diem
Meals	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2025 (Revised: 10/21/2024)

**** Metropolitan** – A large city, its surrounding suburbs, and other neighboring communities.
Example: New York, Los Angeles, Chicago, etc.

DIXON'S DETAILED SCOPE OF SERVICES AND OWNER'S RESPONSIBILITIES

Project Scope includes the following agreement between DIXON and The City of Goshen ("Owner") (collectively "the parties"):

DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase.

A1.01 Design Phase – Technical Specifications:

A. Basic Services:

1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
2. DIXON shall prepare Technical Specifications and Drawings to include:
 - a. Additions to General Conditions of Construction Contract relevant to coating projects.
 - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
 - c. Specifications for Coating Repair or Replacement.
3. Advise Owner of additional reports, updated project estimates, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
5. After receipt, the Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
7. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
8. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to the Owner the revised Technical Specifications.

B. Design Phase – RPR Services–None C. Design Phase – Owner's Responsibility:

1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.
3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement.

A1.02 Bidding and Contract Document Phase:

A. Basic Services:

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
3. Prepare and submit to Owner for compliance with local state and municipal requirements:
 - a. Section 00 00 00 Notice to Bidders.
 - b. Section 00 24 00 Project Summary.
 - c. Section 00 21 13 Instructions to Bidders.
 - d. Section 00 22 13 General Conditions as modified by DIXON and approved by Owner. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
 - e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
 - f. Section 00 52 00 Bid/Agreement Form as modified by DIXON and approved by Owner.
 - g. Section 00 53 00 Schedule of Values Form.

4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding related Bid Documents and review them with Owner. The Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
9. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
10. Review the bids submitted to the Owner and recommend an award in writing based on lowest responsible and responsive bidder.
11. If Owner agrees, issue Notice of Award to recommended Bidder.
12. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to the Owner for full review by their Insurance Consultant.
13. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
14. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
15. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.

B. Bidding and Contract Document Phase-RPR Services-None.

C. Bidding and Contract Documents Phase-Owner Responsibilities

1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
3. Attend and participate in the pre-bid conference if any. Provide a place for the bid opening and open the Bids received.

4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance.
5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to the Owner by DIXON.

A1.03 Construction Phase:

A. Basic Services:

1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Hold Point General:
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
4. Hold Point Weld/Modifications- Observe, Record, Report, and:
 - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).

5. Hold Point Coating Wet Interior - Observe, Record, Report, and:
 - a. Verify test area for low pressure water blast cleaning (LPWC) meets or exceeds minimum specified standard.
6. Hold Point Coating Exterior - Observe, Record, Report, and:
 - a. Verify test area for high pressure water blast cleaning (HPWC) meets or exceeds minimum specified standard.
 - b. HPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
 - c. Spot power tool, feathering, and compliance with specifications.
 - d. Prime coat prior to application of the epoxy intermediate coat.
 - e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
 - f. Urethane intermediate coat prior to application of the topcoat.
 - g. Topcoat for compliance with specifications.
 - h. Check foundations coating for compliance with specifications.
 - i. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
7. Hold Point Cathodic Protection - Observe, Record, Report, and:
 - a. Cathodic protection repair/installation work for specification compliance.
8. Hold Point Project Finalization:
 - a. Review all repairs not installed until after coating.
 - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
 - c. Observe the installation of screens, light bulbs, etc.
 - d. Observe Site for restoration to pre-project conditions.
 - e. Formulate a punch list of items to complete.
 - f. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

C. Construction Phase - Owner's Responsibilities:

1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
2. Attend and participate in the Preconstruction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, DIXON shall discuss any for any related

Dixon Engineering & Inspection Services

For the Coating Industry

1104 Third Avenue
Lake Odessa, MI 49849
Telephone: (616) 374-3221
Fax: (616) 374-7116

potential increases in the cost to provide Construction Phase services with Owner at the time such increases become known to DIXON and before any costs are incurred.

A1.04 Post Construction Phase:

A. Basic Services:

1. One Year Warranty Observation - Exterior:

- a. Inspect exterior surfaces to determine extent of paint intactness and quantify any damages or any item which fails to meet warranty requirements of prior paint contract.
- b. Prepare and submit a letter report (2 copies) documenting all items found that meet or fail to meet warranty requirements and recommendations for repair.

B. Post Construction Phase - Owner's Responsibilities:

1. Warranty Observation - Exterior only:

- a. Provide scheduling for mutually agreeable inspection date.
- b. Provide access to DIXON personnel to all areas scheduled for inspection.

A2.01 ADDITIONAL SERVICES

A. Any service not listed or referenced above will be considered an Additional Service.

1. All additional requested services and associated fees shall be documented and a contract amendment shall be signed by both parties.



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

To: Board of Public Works and Safety
From: Bodie Stegelmann, City Attorney
Date: August 28, 2025
Subject: Resolution to Approve the Submission of the Ballot for Voting to Accept the Thirteenth Amended Joint Chapter 11 Plan of Reorganization in Purdue Pharma Bankruptcy case.

Attached for the Board's consideration and approval is Resolution 2025-23 to Approve the Submission of the Ballot for Voting to Accept the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors. The Official Committee of Unsecured Creditors urges every creditor to vote in favor of the Thirteenth Amended Joint Chapter 11 Plan of Reorganization, and City staff requests the Board adopt Resolution 2025-23 to approve such plan and authorize City Attorney, Bodie J. Stegelmann to execute and submit the City's ballot accepting such plan.

Suggested Motion: Move to approve Resolution 2025-23 and authorize City Attorney Bodie J. Stegelmann to execute and submit the City's ballot accepting the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its affiliated debtors.

**Goshen Board of Public Works and Safety
Resolution 2025-23**

**Approval for the Submission of the Ballot for Voting to Accept
the Thirteenth Amended Joint Chapter 11 Plan of Reorganization
of Purdue Pharma L.P. and its Affiliated Debtors**

WHEREAS the City of Goshen, was named a creditor in a bankruptcy case filed by Purdue Pharma, L.P., and its affiliated debtors;

WHEREAS on or about July 20, 2020, the Board of Public Works and Safety approved the submission of a claim on behalf of the City of Goshen, Indiana in the Purdue Pharma bankruptcy case;

WHEREAS, creditors having filed claims in the bankruptcy case are being asked to vote to accept or reject the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors;

WHEREAS, the Official Committee of Unsecured Creditors urges every creditor to vote in favor of the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the submission of the City of Goshen's ballot to Accept the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors.

BE IT FURTHER RESOLVED that City Attorney, Bodie J. Stegelmann, is authorized execute and submit, on behalf of the City of Goshen, the City's ballot accepting the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on August _____, 2025.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

PURDUE PHARMA L.P., *et al.*,¹

Debtors.

Chapter 11

Case No. 19-23649 (SHL)

(Jointly Administered)

**BALLOT FOR VOTING TO ACCEPT OR REJECT
THE THIRTEENTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION
OF PURDUE PHARMA L.P. AND ITS AFFILIATED DEBTORS**

CLASS 4: NON-FEDERAL DOMESTIC GOVERNMENTAL CLAIMS

Please read and follow the enclosed instructions carefully before completing the ballot. This ballot is being sent to you to solicit your vote on the Debtors' Plan of Reorganization.

THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY KROLL RESTRUCTURING ADMINISTRATION LLC ("KROLL" OR THE "SOLICITATION AGENT") BY 4:00 P.M. (PREVAILING EASTERN TIME) ON SEPTEMBER 30, 2025 (THE "VOTING DEADLINE").

The Solicitation Agent, on behalf of Purdue Pharma L.P. ("Purdue Pharma"), its general partner Purdue Pharma Inc., and Purdue Pharma's wholly owned direct and indirect subsidiaries, as debtors and debtors in possession (collectively, the "Debtors"), is soliciting votes to accept or reject the *Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors*, dated March 19, 2025 [D.I. 7306] (together with all schedules and exhibits thereto, and as may be modified, amended or supplemented from time to time, the "Plan"²) from the Holders of certain Impaired Claims against the Debtors.

You are receiving this ballot (the "Ballot") because our records indicate that you have asserted a Claim against the Debtors as of May 12, 2025 (the "Voting Record Date"). Your Claim

¹ The Debtors in these cases, along with the last four digits of each Debtor's registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Purdue Products L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors' corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

² Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Plan or the Disclosure Statement & Solicitation Procedures Order (as defined herein), as applicable.



192364904286822

is classified under the Plan in Class 4 (Non-Federal Domestic Governmental Claims). Except as otherwise set forth in the Bar Date Order, all timely filed Claims have been deemed filed against the Debtors, and, therefore, you are being solicited to vote to accept or reject the Plan as provided in Item 2 below on account of your Class 4 Claim.

The rights of Holders of Claims in Class 4 are described in the Disclosure Statement for the Plan, filed on March 19, 2025 [D.I. 7307] (together with all schedules and exhibits thereto, and as may be modified, amended or supplemented from time to time, the “Disclosure Statement”) and the Bankruptcy Court’s order approving the Disclosure Statement and related solicitation procedures [D.I. 7615] (the “Disclosure Statement & Solicitation Procedures Order”). The Solicitation Package you are receiving with this Ballot provides instructions detailing how to access electronic versions, request hard copies or request flash-drive format versions of each of the Disclosure Statement & Solicitation Procedures Order as entered by the Bankruptcy Court (without any exhibits), the Disclosure Statement as approved by the Court (with the Plan annexed thereto) and a letter from the Official Committee of Unsecured Creditors (such letter, the “Creditors’ Committee Letter”). If you would like to obtain additional solicitation materials, free of charge, you may contact the Solicitation Agent by (i) visiting the Debtors’ case website at <https://restructuring.ra.kroll.com/purduepharma>; (ii) writing Purdue Pharma Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232; (iii) emailing purduepharmainfo@kroll.com (with “Purdue Pharma Solicitation Inquiry” in the subject line) or (iv) calling the Solicitation Agent at (844) 217-0912 (U.S./Canada, toll-free) or +1 (347) 859-8093 (if calling from outside the U.S. or Canada). You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov/>.

Pursuant to the Disclosure Statement & Solicitation Procedures Order, the Bankruptcy Court has approved the Disclosure Statement as containing adequate information under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe that you have received this Ballot in error, please contact the Solicitation Agent at the address or telephone numbers set forth above.

For your vote to be counted, this Ballot must be properly completed, signed and returned to the Solicitation Agent so that it is actually received by the Solicitation Agent no later than 4:00 p.m. (prevailing Eastern Time) on September 30, 2025.

If a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the Holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan. Notwithstanding the fact that your Claim would otherwise satisfy the definition of another type of Claim, or your receipt of a ballot or notice, which identifies your Claim as belonging to a specific Class for voting and distribution purposes, any Claim that satisfies the definition of Co-Defendant Claims under Sections 1.1 and 4.17 of the Plan



shall be a Co-Defendant Claim and any Claim that satisfies the definition of an Other Subordinated Claim under Sections 1.1 and 4.18 of the Plan shall be an Other Subordinated Claim.

If you have any questions on how to properly complete this Ballot, please contact the Solicitation Agent at (844) 217-0912 (U.S./Canada, toll-free) or +1 (347) 859-8093 (international) or by email at purduepharmainfo@kroll.com (with "Purdue Pharma Solicitation Inquiry" in the subject line). You may also contact the Creditors' Committee with any questions at PurdueCreditorInfo@AkinGump.com. **THE SOLICITATION AGENT AND THE CREDITORS' COMMITTEE ARE NOT AUTHORIZED TO, AND WILL NOT, PROVIDE YOU WITH LEGAL ADVICE.**



IMPORTANT NOTICE REGARDING CERTAIN RELEASES (INCLUDING THIRD-PARTY RELEASES), EXCULPATION, INJUNCTION AND CHANNELING INJUNCTION PROVISIONS IN THE PLAN:

Sections 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12 and 10.13 of the Plan contain release, shareholder release, exculpation, injunction, channeling injunction, MDT Insurer injunction, Settling MDT Insurer injunction and shareholder channeling injunction provisions. Thus, you are advised to review and consider the Plan, the Disclosure Statement and the Creditors' Committee Letter carefully. Below is a summary of the release provisions. For the avoidance of doubt, to the extent any provision of this notice conflicts with the terms of the Plan, the terms of the Plan will control. Capitalized terms used below have the meanings ascribed to such terms in the Plan.

Pursuant to the Plan, certain Releasing Parties are releasing (i) the Released Parties and (ii) the Shareholder Released Parties from certain Claims and Causes of Action.

The Releasing Parties include, collectively, (i) the Supporting Claimants, solely in their respective capacities as such, (ii) the Opt-In Settling Creditors, (iii) the Settling Co-Defendants and (iv) with respect to each of the Persons in the foregoing clauses (i) through (iii), each of their Related Parties to the extent such Releasing Party has the authority under applicable law to grant such release on their behalf, in each case, other than any Shareholder Released Party.

The Released Parties include, collectively, (i) the Debtors, (ii) each of the Debtors' Related Parties, solely in their respective capacities as such, and (iii) solely for purposes of the releases by the Debtors in Section 10.6(a) of the Plan, (A) the Supporting Claimants, the Creditors' Committee and the Creditors' Committee's members and each of their respective professionals, in each case solely in their respective capacities as such and (B) the Settling Co-Defendants and each of their Related Parties, in each case solely in their respective capacities as such; *provided, however*, that, notwithstanding the foregoing or anything herein to the contrary, no Excluded Party or Shareholder Release Snapback Party shall be a Released Party in any capacity or respect. For purposes of this definition of "Released Parties," the phrase "solely in their respective capacities as such" means, with respect to a Person, solely to the extent a claim against such Person (x) arises from such Person's conduct or actions taken in such capacity, or from such Person's identified capacity in relation to another specified Released Party and not, in either case, from such Person's conduct or actions independent of such capacity, and (y) to the extent such Person's liability depends on or derives from the liability of such other Released Party, such claim would be released if asserted against such other Released Party.

The Shareholder Released Parties include the beneficiaries of the separate shareholder release provisions in the Plan. The Plan Supplement will include the Shareholder Settlement, which will provide for, among other things, the settlement of claims against the Shareholder Released Parties.

Your participation in the Third-Party Releases will be governed by the terms of the Governmental Entity Shareholder Direct Settlement.

You are advised to carefully review the Plan, the Disclosure Statement, the Plan Supplement and the Governmental Remediation Trust Documents, which set forth the eligibility requirements and process by which the Governmental Remediation Trust will make payments to Holders of qualified Non-Federal Domestic Governmental Claims. For the avoidance of doubt, to the extent any provision of this notice conflicts with the terms of the Plan, the terms of the Plan will control.



INSTRUCTIONS FOR COMPLETING THIS BALLOT

This Ballot is provided to you to solicit your vote to accept or reject the Plan. The terms of the Plan are described in the Disclosure Statement. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

The Plan will be accepted by Class 4 if the Plan is accepted by the Holders of at least two-thirds (2/3) in amount and at least one-half (1/2) in number of the Claims in Class 4 that vote on the Plan in such Class. In the event that Class 4 votes to reject the Plan, the Bankruptcy Court may nevertheless confirm the Plan and, thereby, make the Plan binding on the Holders of Claims in Class 4 if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the Holders of Claims in Class 4 and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all Holders of Claims against, and Interests in, the Debtors (including those Holders who abstain from voting on or vote to reject the confirmed Plan, and those Holders who are not entitled to vote on the confirmed Plan) will be bound by the confirmed Plan and the transactions contemplated thereunder.

To have your vote counted, you must complete, sign and return this Ballot so that it is actually received by the Solicitation Agent no later than the Voting Deadline of September 30, 2025 at 4:00 p.m. (prevailing Eastern Time). Ballots must be delivered to the Solicitation Agent at the appropriate address listed below:

If online by E-Ballot:	If by standard or overnight mail:	If by hand delivery:
Visit https://restructuring.ra.kroll.com/purduepharma and click on the "Submit E-Ballot" link.	Purdue Pharma Ballot Processing c/o Kroll Restructuring Administration LLC 850 3rd Avenue, Suite 412 Brooklyn, NY 11232	Purdue Pharma Ballot Processing c/o Kroll Restructuring Administration LLC 850 3rd Avenue, Suite 412 Brooklyn, NY 11232
For your E-Ballot login credentials and further details, please see page 8 below.		If you plan to hand-deliver your Ballot to Kroll's office, please email purduepharmaballots@kroll.com (with "Purdue Pharma Ballot Delivery" in the subject line) at least twenty-four (24) hours in advance of your arrival at the Kroll address above to arrange delivery.

Class 4 Ballots will not be accepted by telecopy, facsimile, email or other electronic means of transmission (other than by E-Ballot).

You must properly complete the Ballot as follows:

- a. **Item 1 (Amount of Claim).** Please note that each Claim in Class 4 has been allowed in the amount of \$1.00 for voting purposes only, and not for distribution, allowance or any other purpose.



- b. Item 2 (Vote on the Plan). Cast one vote to accept or reject the Plan by checking the appropriate box in Item 2 below. You must vote the entire amount of your Claim either to accept (i.e., vote in favor of) or reject (i.e., vote against) the Plan and you may not split your vote. Accordingly, any vote within a single Class that attempts partially to accept and partially reject the Plan will not be counted.
- c. If you hold Claims in a Class other than Class 4, you may receive more than one Ballot or Solicitation Package, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign and return the Ballot labeled for such Class of Claims in accordance with the instructions on that Ballot.
- d. If more than one timely, properly completed Ballot is received, unless the Holder of the Class 4 Claim receives Bankruptcy Court approval otherwise, then the last properly executed, timely received, valid Ballot will be deemed to reflect that voter's intent and will supersede and revoke any prior Ballot.
- e. If you fail to designate either an acceptance or rejection of the Plan or designate both an acceptance and rejection of the Plan, the Solicitation Agent may, in its discretion, either contact you to attempt to cure the defect or not count your vote as either an acceptance or rejection of the Plan.
- f. Item 3 (Acknowledgments and Certifications). Item 3 contains certain required certifications, which you are making by signing and returning the Ballot. Please ensure that you have read and understood the certifications prior to signing the Ballot and the certifications are correct for your Ballot. Provide your name, mailing address and any remaining information requested in Item 3 below.
- g. If you are completing this Ballot on behalf of another claimant, indicate your relationship with such claimant and the capacity in which you are signing on the appropriate line in Item 3 in the Ballot below. By submitting the Ballot, you are certifying that you have authority to so act and agree to provide documents evidencing such authority upon request (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act).
- h. Sign and date the Ballot.
- i. If additional space is required to respond to any item on the Ballot, please use additional sheets of paper clearly marked to indicate the applicable item of the Ballot to which you are responding. Do not include medical records with this Ballot. Medical records cannot be returned by the Solicitation Agent.
- j. Deliver the completed, executed Ballot so as to be **actually received** by the Solicitation Agent by the Voting Deadline.



PLEASE NOTE:

No Ballot shall constitute or be deemed a Proof of Claim or an assertion of a Claim. No fees, commissions, or other remuneration will be payable for soliciting votes on the Plan.

NOTHING CONTAINED HEREIN OR IN THE SOLICITATION PACKAGES SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF THE DEBTORS OR THE SOLICITATION AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF THE DEBTORS OR THE SOLICITATION AGENT WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE SOLICITATION PACKAGES.

IF THE DEBTORS' PLAN OF REORGANIZATION IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING ON YOU WHETHER OR NOT YOU HAVE VOTED TO ACCEPT OR REJECT THE DEBTORS' PLAN OF REORGANIZATION (EXCEPT AS OTHERWISE PROVIDED IN THE PLAN).

IF YOU (A) HAVE ANY QUESTIONS REGARDING THE BALLOT, (B) DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR (C) NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT AT 844-217-0912 (U.S./CANADA, TOLL-FREE) OR +1 347-859-8093 (INTERNATIONAL), OR BY EMAILING PURDUEPHARMAINFO@KROLL.COM (WITH "PURDUE PHARMA SOLICITATION INQUIRY" IN THE SUBJECT LINE). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. YOU MAY ALSO CONTACT THE CREDITORS' COMMITTEE WITH ANY QUESTIONS AT PURDUECREDITORINFO@AKINGUMP.COM. THE SOLICITATION AGENT AND THE CREDITORS' COMMITTEE ARE NOT AUTHORIZED TO, AND WILL NOT, PROVIDE YOU WITH LEGAL ADVICE.



SUBMITTING BY E-BALLOT

PLEASE COMPLETE THE FOLLOWING:

To submit your Ballot via the “E-Ballot” platform, please visit <https://restructuring.ra.kroll.com/purduepharma>. Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized E-Ballot:

Unique E-Ballot ID#: XKWA-UN5S-SAJ3-KPQT

The Solicitation Agent’s “E-Ballot” platform is the sole manner in which your Ballot will be accepted via electronic or online transmission. Ballots submitted by telecopy, facsimile, email or other electronic means of transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your E-Ballot. Please complete and submit an E-Ballot for each E-Ballot ID# you receive, as applicable.

Holders who cast a Ballot using the Solicitation Agent’s “E-Ballot” platform should NOT also submit a paper Ballot.



CLASS 4 BALLOT

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Class 4 Claims. Please note that each Claim in Class 4 has been allowed in the amount of \$1.00 for voting purposes only, and not for purposes of ultimate "Allowance" of a Claim, distribution of value under the Plan or for any other purpose. For the avoidance of doubt, the \$1.00 amount at which a Claim has been allowed for voting purposes does not impact the payment that a Holder of a Class 4 Claim may receive.

Claims Amount: \$1.00

Item 2. Vote on the Plan. The undersigned Holder of Class 4 Claims hereby votes to (*check only one box*):

- ☐ **ACCEPT (I.E., VOTE IN FAVOR OF)** the Plan
- ☐ **REJECT (I.E., VOTE AGAINST)** the Plan

Item 3. Acknowledgments and Certification. By signing this Ballot, the undersigned certifies and/or acknowledges that:

- (a) either the undersigned is: (i) the Holder of the Class 4 Claims being voted; or (ii) an authorized signatory for a person or entity that is a Holder of the Class 4 Claims being voted, and, in either case, has the full power and authority to vote to accept or reject the Plan with respect to the Claims identified in Item 1 above;
- (b) the undersigned has been provided with a copy of the Disclosure Statement, including the Plan and all other exhibits thereto, the Disclosure Statement & Solicitation Procedures Order without exhibits and a Confirmation Hearing Notice;
- (c) the solicitation of votes is subject to all terms and conditions set forth in the Plan, Disclosure Statement & Solicitation Procedures Order and the procedures for the solicitation of votes to accept or reject the Plan contained therein;
- (d) the undersigned has cast the same vote with respect to all of its Class 4 Claims; and
- (e) no other Ballots with respect to the amount of the Class 4 Claims identified in Item 1 above have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier Ballots are hereby revoked.



Name of Claimant: City of Goshen, Elkhart County, Indiana

Signature: _____

Name of Signatory
(if different than Claimant): _____

If authorized by Agent, Title of Agent: _____

Street Address: _____

Street Address:
(continued) _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

Date Completed: _____





CITY OF GOSHEN LEGAL DEPARTMENT

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

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

To: Board of Public Works and Safety
From: Bodie Stegelmann, City Attorney
Date: August 28, 2025
Subject: AquaResource Software as a Service Agreement.

In 2022, the Board approved a three-year agreement with AquaResource for software to track backflow devices for the Water and Sewer Department. Attached for the Board's consideration and approval is an AquaResource Software as a Service Agreement to extend the current agreement for one (1) additional year at a cost of \$7,380.00. Due to the timing of the expiration the current agreement, Superintendent Marv Shepherd needed to sign the renewal agreement and now seeks ratification of his signature.

Suggested Motion: Move to approve the AquaResource Software as a Service Agreement and ratify Marv Shepherd's execution of said agreement.



AquaResource Software as a Service Agreement (SaaS)

Customer: City of Goshen, Indiana/Goshen Water and Sewer Dept	Contact: Ana Rios Administrative Assistant/Backflow Coordinator
Address: 308 N 5 th Street Goshen, IN 46528	Phone: Cell: Work: (574) 534-5306 Fax:
E-Mail: anarios@goshencity.com	
Service: AquaResource, online backflow registration and maintenance tracking solution for water purveyors (the "Service(s)").	
Service Term: <u>1</u> year(s)	
Estimated or Known Number of Backflow Devices in the System as of contract date: <u>1476</u>	
Select Fee Type <input checked="" type="checkbox"/> Customer agrees to be invoiced by Company for the service at the Agreed Amount \$7380.00 based on the estimated or known number of backflow devices in the system. In the case of a multiple year contract or automatic contract renewal Customer agrees to allow Company to adjust the Agreed Amount by \$5.00 per added backflow device to reflect the actual number of backflow devices in the system on the contract anniversary date. Company agrees to absorb the system growth between anniversary dates. <input type="checkbox"/> Customer agrees to allow Company to invoice participating Testers directly per passing test report, paid on submission, subject to the terms in Section 4.3 herein \$ _____	
Select Additional Service(s) <input checked="" type="checkbox"/> Customer grants permission for the Company to process, print and mail compliance notices on their behalf.	
Number of Compliance Notices per Backflow Device: <u>1</u>	
Compliance Notice(s) Number of 4x6 post card compliance notice(s) to be mailed on behalf of Customer _____ ** Number of 8.5x11 letter paper size notice(s) to be mailed on behalf of the Customer <u>1</u> ** <input checked="" type="checkbox"/> Customer agrees to be invoiced by Company for compliance notices based on the number of compliance notices mailed. Company will invoice customer quarterly for compliance notices mailed at \$2.25 each. <input type="checkbox"/> Customer agrees to allow Company to combine the notice fee and the testing fee, then invoice participating Testers directly per test report, paid on submission subject to the terms in Section 4.3 herein. ** Unless otherwise specified the Contract Price is based on black and white printing, single page and envelope or post card. The information placed on the postcard must fit on the dimensions required for a First-Class Mail Postcard. Specially pricing available with known requirements.	

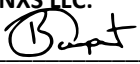
Hosting Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.

Hosting Implementation Fee (one-time, non-refundable): \$ _____

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this (MM/DD/YYYY) 08/21/25 (the "Effective Date") between TecNXS LLC with a place of business at 2721 N Wilderness Ct, Wichita, KS 67226 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Hosting Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Company TecNXS LLC:

Signature: 

Print Name: Brad Davenport

Title: Founder

Date: 7/31/2025

Customer: Marv Shepherd

Signature: _____

Print Name: Marv Shepherd

Title: Superintendent

Date: 08/21/2025

PO # if Available and Needed: _____

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

- 1.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.
- 1.2. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third-party; or remove any proprietary notices or labels. Customer understands software functionally, the test data collected and agrees to abide by the backflow assembly testing tolerances, and other tolerances, established by the Company and used by the software to determine or calculate outcomes.
- 2.2. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 2.3. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with

Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing. Customer is responsible for all administrative systems settings within the customer dashboard.

- 2.4. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 3.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is

public record or otherwise required to be disclosed by law.

3.2. Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing. If Customer requests access to their raw data, Company will provide a CSV data dump in the form Company stores the Customer's data.

3.3. Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1. Customer will pay Company the then applicable fees described in the Hosting Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Hosting Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon sixty (60) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2. Company will bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing

date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4.3. Customer allows Company to directly charge Backflow Preventer Technicians ("Testers") per passing test report upon submission at the agreed upon price defined in the agreement above. "Failing" or "Removed and Replaced Device" or "Removed Device and Capped Lines" submissions will not be charged. Company reserves the right to delete test reports upon a chargeback from a Tester. Company also reserves the right to terminate the account of a Tester with more than one chargeback.

4.4. Customer allows Company, if Company is retained to mail compliance notices on the Customers behalf, to increase the direct charge to Backflow Preventer Technicians ("Testers") per passing test report upon submission the amount equal to the increase put forth by the United States Postal Service for processing First Class letters and postcards. This shall apply to Customers who self-pay for compliance notices.

Customer allows Company, if Company is retained to mail compliance notices on the Customers behalf, to increase the direct charge to Backflow Preventer Technicians ("Testers") per passing test report upon submission in the event of a price increase of material or labor necessary to perform the processing of compliance notices. This shall apply to Customers who self-pay for compliance notices.

4.5. Unless otherwise stated Customer agrees to a minimum backflow device test rate of one recurring or similar test per active backflow device in each calendar year. If during the contract period Customer decides to decrease the backflow device test rate below the stated minimum Customer agrees to notify Company and shall allow contract price negotiation as determined by Company.

5. TERM AND TERMINATION

5.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Hosting Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term in writing. Email notification is acceptable.

5.2. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty

(30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to provide and maintain the Services for the intended purposes stated in this Agreement and in accord with the Statement of Work set forth in EXHIBIT A, and in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary, except for bodily injury of a person, Company and its suppliers (including but not limited to all equipment and technology suppliers), officers, affiliates, representatives, contractors, and employees shall not be responsible or liable with respect to any subject matter of this agreement or terms and conditions related thereto under any contract, negligence, strict liability or other theory: (A) For error or interruption of use or for loss or inaccuracy or corruption of data or cost

of procurement of substitute goods, services or technology or loss of business; (B) For any indirect, exemplary, incidental, special or consequential damages; (C) For any matter beyond Company's reasonable control; or (D) For any amounts that, together with amounts associated with all other claims, exceed the fees paid to Company for the services under this agreement in the 12 months prior to the act that gave rise to the liability, in each case.

8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Customer agrees to reasonably cooperate with Company to serve as a reference upon request. The Company, at its sole discretion, may provide Customer with access to a REST API to enhance functionality and compatibility with third-party products. The Company does not warrant or guarantee perpetual compatibility, as there is no commercial agreement or obligation to maintain such compatibility. Changes in software updates, policies, or other factors may impact the performance or availability of the API. The Customer acknowledges that use of the API is at their own risk, and the Company shall not be liable for any disruptions, incompatibilities, or data losses resulting from changes to or discontinuation of the API. Company is not responsible for any AquaResource REST API calls not made through the AquaResource Graphical User Interface (GUI). This

Agreement shall be open for acceptance and execution by both Parties for a period of ninety (90) days from the date of its presentation to the Customer (the "Offer Period"). If this Agreement is not signed by both Parties within the Offer Period, it shall automatically expire and be deemed null and void, with no further action required by either Party. Upon expiration, neither Party shall have any obligations or liabilities under this Agreement, and any prior negotiations or discussions related to this Agreement shall have no binding effect.

EXHIBIT A

Statement of Work

As a purveyor administering your own cross connection control program via AquaResource the Software as a Service includes full use of the program, all features and upgrades. Technical support for both the purveyor and testers is included as it relates to the operation and function of AquaResource. Questions regarding the operation of your cross-connection control program and the governing rules are the responsibility of the purveyor.

AquaResource Includes:

- Administrator dashboard displaying the most used categories of information
- Backflow reports can be submitted from the field by testers/installers
- Instant recording of backflow installation and registration
- Maintenance and rebuild tracking with a complete history
- GPS location of on-site backflow(s) via a mobile device or computer
- Field pictures of backflow devices
- Tester/installer certification and license tracking
- Test Gauge certification tracking
- System-generated notices including pre and post expiration notices concerning annual testing or mandatory rebuilds delivered to the device owner via email or a mailable paper copy
- Customer portal allowing customers to independently review the status of all their backflow preventer devices and find a certified tester

Hosting Implementation Services

TecNXS is ready to help reduce disruptions and make a smooth transition from the client's current system. Our team is prepared to address technical issues during this critical period, and can co-develop an implementation plan to ensure success. The data supplied to TecNXS will be analyzed, parsed and imported into AquaResource as fully as possible. Importation success is based upon the accuracy and completeness of the data.

A smooth Implementation from or into AquaResource

TecNXS will assist with data transfer from the old system, if possible, and will assist with the initial set up and training for the office staff.

Notices

TecNXS can process, print and mail as many pre and post notices as required by your cross-connection program. Pricing varies based on the purveyor's individual notice requirements such as black and white or color and the mix of post card and letters.

EXHIBIT B

Support Terms

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Central time, with the exclusion of Federal Holidays ("**Support Hours**").

Company will use commercially reasonable efforts to respond to all support requests within one (1) business day.

*****REQUEST*****

DATE: **Thursday, August 28, 2025**

TO: **GOSHEN BOARD OF WORKS**

FROM: **GOSHEN WATER & SEWER
KELLY SAENZ**

RE: **UNPAID FINAL ACCOUNTS**

The original amount of unpaid final Water/Sewer accounts for this period was **\$12,993.35**
Collection letters were sent out and payments of **\$2,958.83** had been collected.

The uncollected amount equals **\$10,034.52**

Therefore I am requesting to move our uncollected finaled accounts from active to Collection,
Sewer Liens and Write offs.

These are accounts for the most part were finaled thru **Wednesday, May 28, 2025**

WATER: **\$8,830.55**
SEWER: **\$1,203.97**

TOTALS 4-2025

REPORT TOTAL		\$12,993.35
BPS TOTAL	\$8,759.37	\$4,233.98
COUNTY TOTAL	\$1,143.41	\$3,090.57
W-WRITE OFF	\$71.18	\$3,019.39
S-WRITE OFF	\$60.56	\$2,958.83
PAYMENT TOTAL	\$2,958.83	\$0.00
AGREEMENT TOTAL	\$0.00	\$0.00



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works & Utilities

RE: **ANNEX RE-ROOF PROJECT – CHANGE ORDER NO. 2
(JN: 2024-0017)**

DATE: July 24, 2025

As E. Lee Construction deconstructs the roof components, areas of deterioration have been exposed. The wood making up the box gutters around the exterior of the roof was found to be in very poor condition, and E. Lee Construction has been rebuilding the box gutters as needed to support the new copper gutters. Additionally, to properly drain the gutters it was determined that 8 additional downspouts are needed. Finally, the cornice work that was identified was determined to be too complicated with the way the existing material is attached; therefore, the scope of work associated with cornice has been reduced.

The City's architect, Kil Architecture, reviewed the change order items and has recommended their approval.

With projects additions and subtractions taken into account, the total cost of the items included in Change Order No. 2 is \$21,551.40. The total cost increase to the project for this and previous change orders is \$35,441.40, which represents 2.61% increase to the project.

Requested Motion: Move to approve Change Order No. 2 for box gutter reconstruction, 8 additional downspouts, and the removal of 114 feet of cornice reconstruction at a cost of \$21,551.40.

CHANGE ORDER FORM

Sheet 1 of 3

Change Order No. 2

Date: 8/28/25

***CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528***

OWNER: City of Goshen
PROJECT NAME: Annex Re-roofing Project
PROJECT NUMBER: 2024-0017
CONTRACTOR: E. Lee Construction

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

As E. Lee Construction deconstructs the roof components, areas of deterioration have been exposed. The wood making up the box gutters around the exterior of the roof was found to be in very poor condition, and E. Lee Construction has been rebuilding the box gutters as needed to support the new copper gutters. Additionally, to properly drain the gutters it was determined that 8 additional downspouts are needed. Finally, the cornice work that was identified was determined to be too complicated with the way the existing material is attached; therefore, the scope of work associated with cornice has been reduced.

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
	2 Cornice Sheet Metal Repair	-114	LFT	\$ 639.90	\$ (72,948.60)
5(c02)	Box Gutter Reconstruction	1	LSUM @	\$ 65,000.00	\$65,000.00
6(c02)	Downspout Additions	8	EA @	\$ 3,687.50	\$ 29,500.00
Subtotal=					\$21,551.40

CHANGE ORDER FORM

Sheet 2 of 3

Change Order No. 2

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$1,359,107.00
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 0 to <u>1</u>	\$82,890.00
3. Amount of Contract, not including this supplement	\$1,441,997.00
4. Addition/ Reduction to Contract due to this supplement	\$21,551.40
5. Contract Allowance	\$69,000.00
6. Amount of Contract, including this supplemental	\$1,394,548.40
7. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4 - Line 5)	\$35,441.40
8. Total percent of change in the original contract price Includes Change Order No. 1 to <u>2</u> (Line 6 divided by Line 1)	2.61%

III. CONTRACT SUPPLEMENT CONDITIONS

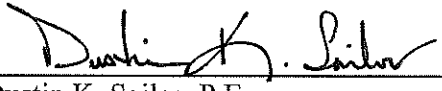
1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby **extended/reduced** by 0 calendar days, making the final completion date August 29, 2025.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as N/A, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnish to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

Sheet 3 of 3

Change Order No. 2

RECOMMENDED FOR ACCEPTANCE

 8.25.25

Dustin K. Sailor, P.E.

Director of Public Works & Utilities

ACCEPTED: BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

BY: _____

Contractor's Authorized Signatory



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

MEMORANDUM

TO: City of Goshen Board of Public Works and Safety

FROM: Stormwater Management Department

**RE: POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN APPROVAL
ELKHART COUNTY CONSOLIDATED COURTS (JN: 2020-2032)**

DATE: August 28, 2025

The developer of the Elkhart County Consolidated Courts project, affecting one (1) or more acres of land and located at 1905 Reliance Road, has submitted a sufficient post-construction stormwater management plan that is compliant with Ordinance 5228, "Stormwater Management."

The Stormwater Management Department requests the Board of Public Works and Safety's acceptance of the post-construction stormwater management plan.

This post-construction stormwater management plan was prepared and accepted by the Stormwater Management Department prior to the passage of Ordinance 5227 where the control of the City of Goshen's stormwater facilities was transferred from the Board of Directors of the Department of Stormwater Management (Stormwater Board) to the Board of Public Works and Safety. Thus, the signatory pages are still in the previous format.

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for the Elkhart County Consolidated Courts projects as it has been found to meet the requirements of City Ordinance 5228.



STORMWATER DEPARTMENT
CITY OF GOSHEN
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MEMORANDUM

TO: City of Goshen Board of Public Works and Safety

FROM: Stormwater Management Department

**RE: POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN APPROVAL
GOSHEN COLLEGE TENNIS COURTS (JN: 2025-2014)**

DATE: August 28, 2025

The developer of the Goshen College Tennis Courts project, affecting one (1) or more acres of land and located at 1700 South Main Street, has submitted a sufficient post-construction stormwater management plan that is compliant with Ordinance 5228, "Stormwater Management."

The Stormwater Management Department requests the Board of Public Works and Safety's acceptance of the post-construction stormwater management plan.

This post-construction stormwater management plan was prepared and accepted by the Stormwater Management Department prior to the passage of Ordinance 5227 where the control of the City of Goshen's stormwater facilities was transferred from the Board of Directors of the Department of Stormwater Management (Stormwater Board) to the Board of Public Works and Safety. Thus, the signatory pages are still in the previous format.

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for the Goshen College Tennis Courts project as it has been found to meet the requirements of City Ordinance 5228.



**Engineering Department
CITY OF GOSHEN**

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

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works & Utilities

RE: **ANNEX ROOF REPLACEMENT – ROAD CLOSURE EXTENSION REQUEST
(JN: 2024-0017)**

DATE: August 28, 2025

On June 12, 2025, the original request for the closure of Jefferson Street was brought to the Board. Construction continues on the Annex Roof Replacement project, and so for the safety of the contractor and the public, Goshen Engineering requests permission to extend the closure of Jefferson Street from Fifth Street to the first alley east of Fifth Street through December 1, 2025.

Requested Motion: Move to approve the closure of Jefferson Street from Fifth Street to the first alley east of Fifth Street through December 1, 2025.

City of Goshen
Board of Works & Safety

Gina Leichty, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member

Barb Swartley, Board Member

Orv Myers, Board Member



**Engineering Department
CITY OF GOSHEN**

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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **NOTIFICATION OF NORFOLK SOUTHERN TRACK CLOSURES
(JN: GENERAL, RAILROAD, 2025)**

DATE: August 28, 2025

The engineering department received notice that Norfolk Southern is planning to close the following crossings over this week and next, in order to install new rails. Each crossing is expected to be closed to traffic over one to four days. Engineering staff have been in communication with the railroad's safety contractor and Norfolk Southern to emphasize the need to avoid more than two crossing closures at any one time. A more detailed schedule is expected by early next week; further details will be provided at the Board of Works meeting, if known. Work will progress northwest (Elkhart) to southeast (Goshen).

Railroad Crossing Closures Expected – Mainline Tracks	Tentative Closing Date (Earliest Expected)
Main St (Elkhart)	Wednesday, 8/27
Lusher Ave (Elkhart)	TBD
Hively Ave (Elkhart)	TBD
Sunnyside Ave (Elkhart)	TBD
CR 13 / Lewis St	TBD
CR 15 / Ferndale Rd (Goshen)	TBD
Peddlers Village Rd (Goshen)	TBD
Green Rd (Goshen)	TBD



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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

richardaguirre@goshencity.com • www.goshenindiana.org

August 28, 2025

To: Goshen Board of Public Works & Safety
From: Richard R. Aguirre, Clerk-Treasurer
Subject: Agreement with Jeffery L. Weaver for the Provision of Consulting Services

Attached for the Board's approval and execution is an agreement with outgoing Deputy Clerk-Treasurer Jeffery L. Weaver to consult with Clerk-Treasurer Aguirre and Mayor Leichty relative to the ongoing work of the Clerk-Treasurer's Office, the City's 2026 budget as well as any other critical matters of which the outgoing Deputy Clerk-Treasurer has personal knowledge.

Weaver will be paid the rate of \$60 per hour for services rendered to the City.

It is understood by the parties that Weaver customarily will work four hours per week, including to assist with Accounts Receivable, Accounts Payable and Payroll. He has agreed to work additional hours, between Dec. 22-31, 2025, to assist with Payroll. If acceptable to both parties, he also may be available to work additional hours.

Suggested motion:

Approve and execute the Agreement with Jeffery L. Weaver for the Provision of Consulting Services.

AGREEMENT
With Jeffery L. Weaver
For Provision of Consulting Services

THIS AGREEMENT is made and entered into on August 28, 2025, between the City of Goshen, hereinafter referred to as "City," and Jeffery L. Weaver, hereinafter referred to as "Weaver."

Section 1. EMPLOYMENT

City of Goshen agrees to engage Weaver to perform certain services, and Weaver agrees to perform such services, upon the terms and conditions of this agreement.

Section 2. TERM

The term of this agreement shall begin on September 15, 2025, and shall terminate on January 31, 2026. The agreement may be renewed for an additional three-month period under the same terms and conditions upon written notice of the intent to extend the contractual relationship delivered by City sixty (60) days before the termination of this agreement.

Section 3. COMPENSATION

Weaver will be paid at the rate of Sixty Dollars (\$60.00) per hour for all services rendered under this Agreement.

Section 4. DUTIES

In exchange for the compensation paid to Weaver, he will render the following services:

- A. Consultation with Clerk-Treasurer Richard R. Aguirre and involvement in carrying out the critical operations of the Clerk-Treasurer's Office.
- B. Consultation with Mayor Gina M. Leichty relative to the City's 2026 Budget and the formulation and approval of the City's 2026 Budget.
- C. Consultation with Clerk-Treasurer Aguirre and Mayor Leichty on any other critical matters involving the City's financial matters.

In carrying out his duties and providing services, Weaver is explicitly forbidden from discussing with any agent of the City matters related to, or that might relate to, programs funded by the Department of Housing and Urban Development. This does not preclude Weaver, in his role with LaCasa of Goshen, Inc., from discussing with any agent of the City matters related to projects involving LaCasa of Goshen, Inc

Section 5. COMMUNICATIONS

During the term of this Agreement, Weaver will retain access to ADP, the ERP (Incode 10) and his City of Goshen email account to complete essential work and communicate with City of Goshen employees. He will use these services while working on City premises.

Section 6. INDEPENDENT CONTRACTOR RESPONSIBILITIES & LIMITATIONS

Weaver shall be deemed an independent contractor operating as a separate entity from the City of Goshen. City understands that Weaver shall be an employee of LaCasa of Goshen, Inc. during the term of this Agreement. Weaver shall not have set hours to perform his services and City shall not direct the manner in which Weaver performs his duties. City shall not be responsible for injury, including death, to any persons or damage to any property arising out of the acts or omissions of Weaver. Weaver agrees to comply with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes. Weaver understands that City will not carry worker's compensation or any other insurance on Weaver.

Section 7. NOTICES

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and sent by regular United States mail to City at City of Goshen, 202 South Fifth Street, Goshen, Indiana 46528, and to Weaver at 24409 County Road 32, Street, Goshen, Indiana 46526, or such other place as the parties may designate from time to time in writing.

Section 8. WAIVER OF BREACH

No waiver of a breach under this agreement shall operate to be considered a waiver of any subsequent breach. No waiver shall be valid unless it is in writing.

Section 9. ASSIGNMENT

Neither party can assign or delegate its duties or obligations under this agreement without the written consent of the other party.

Section 10. MODIFICATIONS

The terms of this agreement may not be altered except in writing signed by the party against whom enforcement of the waiver, modification or extension is sought.

Section 11. STATE LAW PROVISIONS

- A. Non-Discrimination - Pursuant to Indiana Code § 22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.
- B. Anti-Nepotism - Contractor 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.
- C. Investment Activity - Pursuant to Indiana Code § 5-22-16.5, Contractor certifies that Contractor is not engaged in investment activities in Iran.
- D. E-Verify Program - Pursuant to Indiana Code § 22-5-1.7-11, Contractor agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of Contractor after the date of the Agreement through the E-Verify Program as defined in Indiana Code § 22-5-1.7-3; provided, however, Contractor is not required to verify the work eligibility status of all newly hired employees after the date of the Agreement through the E-Verify Program if the E-Verify Program no longer exists. Contractor further represents and certifies subject to the pains and penalties of perjury that it does not knowingly employ an unauthorized alien.
- E. General Requirements - Contractor further agrees to comply with the applicable requirements of Indiana state law with respect to contracting with local governmental entities.

Section 12. NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing in the Agreement waives or is intended to waive any protections that may be applicable to City or any of its elected or appointed officials, employees, agents, or representatives under any applicable statutes, rules, or regulations providing governmental immunity, or any other rights, protections, immunities, defenses, or limitations on liability that City or such related parties are provided by law.

Section 13. TERMINATION OF AGREEMENT

The City may terminate the contract if Weaver fails to cure a breach of this agreement no later than thirty (30) days after being notified by the City of a breach of the agreement.

IN WITNESS WHEREOF, the parties have set their hands to this agreement as set forth below:

City of Goshen, Indiana
Board of Public Works and Safety

Richard R. Aguirre, Clerk-Treasurer
Date: Aug. 28, 2025

Gina M. Leichty, Mayor

Jeffery L. Weaver
Date: Aug. 28, 2025

Michael A. Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

Date: Aug. 28, 2025



CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

City Annex
204 East Jefferson Street, Suite 2
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donshuler@goshencity.com • www.goshenindiana.org
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

August 28, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Unsafe Building Hearing Authority - Agreement

The Board, as the City's Unsafe Building Hearing Authority, has previously held hearings concerning the following properties:

- 105 Prospect Avenue
- 423 / 511 / 513 / 601 North 5th Street

The Board authorized legal action for receivership for the North 5th Street properties, with that action being filed in March 2025; that action is still currently pending. The Board affirmed a demolition order for 105 Prospect Avenue on June 5, 2025; the then property owner, Ronald E. Davidhizar, appealed that Order to court. Subsequent to those actions, each of these properties were sold and transferred to Artisan Investment Group, LLC ("Artisan"), via Warranty Deed on July 22, 2025.

Due to that recent change in ownership, City staff and Artisan have engaged in establishing a cooperating framework for remediation at each of the properties, which have resulted in the proposed Agreement. The Agreement, among other items, contains the following terms;

1. Artisan's acknowledgment of the unsafe conditions and existing orders;
2. Artisan will be substituted as the party of record in the receivership case;
3. Artisan consents to dismissal of the pending appeal of the demolition Order for 105 Prospect Avenue;
4. Artisan will complete all necessary repairs to each of the properties to bring them to a habitable state per the following schedule:
 - a. 423 / 511 / 513 N. 5th Street – December 31, 2025
 - b. 601 N. 5th Street – April 30, 2026
 - c. 105 Prospect Ave – April 1, 2026
5. The City will pause enforcement action; should Artisan default on the terms of the Agreement, City will proceed with existing enforcement, including receivership for the 5th Street properties, without objection from Artisan

Recommendation:

It is recommended that the Board approve the Agreement with Artisan Investment Group, LLC, and authorize the Mayor to execute.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
AGREEMENT**

This Agreement is entered into this August 28, 2025, by and between the City of Goshen, Indiana, by and through its Goshen Board of Public Works and Safety, the City's Unsafe Building Hearing Authority under I.C. § 36-7-9-1 *et seq.* (the "City") and Artisan Investment Group, LLC ("Artisan").

Recitals:

Whereas, the City of Goshen is a municipal corporation and political subdivision of the State of Indiana, and its Board of Public Works and Safety is authorized as the City's Hearing Authority under the Indiana Unsafe Building Law and the Neighborhood Preservation Ordinance to enforce building codes and address unsafe buildings within the City of Goshen;

Whereas, Artisan is an Indiana limited liability company authorized to conduct business in Indiana and is engaged in the business of real estate development, residential renovation, and rental operations with Goshen;

Whereas, the following five (5) properties (hereinafter collectively the "Properties"), more particularly described as identified below in Exhibit A, are subject to administrative and legal enforcement actions under the Indiana Unsafe Building Law:

1. 423 North 5th Street, Goshen, Indiana ("Tract 1")
2. 511 North 5th Street, Goshen, Indiana ("Tract 2")
3. 513 North 5th Street, Goshen, Indiana ("Tract 3")
4. 601 North 5th Street, Goshen, Indiana ("Tract 4")
5. 105 Prospect Avenue, Goshen, Indiana ("Tract 5")

Whereas, Artisan recently acquired title to all Properties via Warranty Deed dated July 22, 2025 and recorded August 1, 2025 as Document No. 2025-13054 in the Office of the Recorder of Elkhart County, Indiana;

Whereas, the Properties are currently subject to pending legal proceedings with the prior property owner, including an appeal of the demolition order for Tract 5 and City counterclaim pending in Elkhart Superior Court No. 2 in Cause No. 20D02-2506-PL-117; and a City Complaint for Receivership for Tracts 1 through 4 (hereinafter the “5th Street Parcels” or “Receivership Parcels”), pending in Elkhart Circuit Court in Cause No. 20C01-2503-PL-50;

Whereas, Artisan desires to rehabilitate the Properties in compliance with applicable codes and ordinances;

Whereas, City desires to resolve the enforcement matters in a manner that promotes rehabilitation while ensuring compliance with safety standards;

Whereas, the parties desire to establish a cooperating framework for remediation of code violations at the Properties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgment of Unsafe Conditions.

- 1.1. Artisan acknowledges that the each of the residential structures located on each tract of the Properties has been determined to be unsafe under the Indiana Unsafe Building Law and the City of Goshen’s Neighborhood Preservation Ordinance, as determined by the City Building Commissioner and affirmed by the Hearing Authority. Artisan agrees that repairs are necessary to address the unsafe conditions and ensure compliance with applicable codes.

2. Suspension of Enforcement Activities.

- 2.1. Upon execution of the Agreement, the City agrees to suspend enforcement of the demolition order for 105 Prospect Avenue, including any efforts to proceed with demolition at the expense of Artisan, provided Artisan remains in compliance with the terms of this Agreement.

- 2.2. Upon substitution of Artisan as the appropriate party defendant in the pending receivership case (Cause No. 20C01-2503-PL-50), City agrees to pause all efforts in that proceeding to obtain a receivership for the 5th Street Parcels for the duration of this Agreement, provided Artisan remains in compliance with the terms of this Agreement. City will not pursue any fines related to conditions that existed prior to Artisan's acquisition of the 5th Street Parcels.
- 2.3. The parties acknowledge that the pending appeal or request for judicial review pending in Cause No. 20D02-2506-PL-117 will be dismissed. Artisan specifically consents to said dismissal.
- 2.4. Upon Artisan's completion of all required remediation work for each of the Properties and issuance of final certificates of occupancy, the City of Goshen Building Commissioner shall issue an Order of Rescission for each respective Property in compliance with I.C. § 36-7-9-6, rescinding all prior unsafe building orders and enforcement actions for that Property. The City agrees to record each Order of Rescission with the Elkhart County Recorder's Office.
- 2.5. Upon Artisan's completion of all required remediation work for the 5th Street Parcels and issuance of final certificates of occupancy, the City shall dismiss the pending receiver case (Cause No. 20C01-2503-PL-50).

3. Artisan's Obligations.

- 3.1. Artisan shall complete repairs, remediation work, and any other necessary action at each of the Properties to bring each individual parcel into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the City of Goshen Neighborhood Preservation Ordinance, said action and repairs, among other considerations, must include the following:

3.1.1. 423 North 5th Street

- 3.1.1.1. The foundation needs to be properly repaired to remove all indications of failure, areas where the foundation is beginning to separate need to be properly tuck pointed and properly repaired to ensure the integrity of the structure.

- 3.1.1.2. Holes in walls and ceilings need to be properly repaired with appropriate coverings installed.
- 3.1.1.3. All floor beams showing signs of termite damage and other forms of deterioration need to be repaired and/or replaced.
- 3.1.1.4. All painted surfaces need to be properly coated; chipped and peeling paint needs to be properly eliminated and surfaces repainted.
- 3.1.1.5. Electrical panel needs to be replaced by licensed electrician and the entire electrical system needs assessment and repaired/upgraded as necessary.
- 3.1.1.6. All rusted out duct works needs to be replaced and all loose hanging duct work needs to be repaired and/or replaced to ensure proper and safe functioning of the heating and mechanical system.

3.1.2. 511 North 5th Street

- 3.1.2.1. The foundation needs to be properly repaired to remove all indications of failure and collapse, and to ensure integrity of the structure.
- 3.1.2.2. Ceilings need to be properly repaired.
- 3.1.2.3. Rear porch needs repair to prevent possibly collapse.
- 3.1.2.4. All painted surfaces need to be properly coated; chipped and peeling paint needs to be properly eliminated and surfaces repainted.
- 3.1.2.5. Electrical system needs assessment and repaired/upgraded as necessary.
- 3.1.2.6. Heating and mechanical system needs assessment and repaired/upgraded as necessary.
- 3.1.2.7. Plumbing system needs assessment and repaired/upgraded as necessary, and all rusted out or improperly connected plumbing pipes need to be repaired and/or replaced.
- 3.1.2.8. The interior shall have all trash, debris, and accumulated materials removed.

3.1.3. 513 North 5th Street

- 3.1.3.1. The foundation needs to be properly repaired, including tuck pointing, to make weather tight and to ensure the integrity of the structure.
- 3.1.3.2. All crumbling or missing bricks need to be replaced.
- 3.1.3.3. All holes in walls need to be repaired.

- 3.1.3.4. Floor outside basement door needed to be assessed and properly repaired to prevent further collapse.
- 3.1.3.5. Decaying and damaged floor beams need to be replaced.
- 3.1.3.6. Proper guardrail needs to be installed.
- 3.1.3.7. All painted surfaces need to be properly coated; chipped and peeling paint needs to be properly eliminated and surfaces repainted.
- 3.1.3.8. Electrical system needs assessment and repaired/upgraded as necessary.
- 3.1.3.9. Heating and mechanical system needs assessment and repaired/upgraded as necessary.
- 3.1.3.10. Plumbing system needs assessment and repaired/upgraded as necessary.
- 3.1.3.11. The interior shall have all trash, debris, and accumulated materials removed.

3.1.4. 601 North 5th Street

- 3.1.4.1. Removal of all trash, debris, and any fire hazardous materials from the interior of the residential structure.
- 3.1.4.2. Extermination of insects and vermin in and about the premises.
- 3.1.4.3. Repair and rehabilitation of damaged walls.
- 3.1.4.4. Repair and rehabilitation of damaged ceilings.

3.1.5. 105 Prospect Avenue

- 3.1.5.1. Replace all deteriorated wood siding; properly coat and make siding weather tight.
- 3.1.5.2. Repair and/or replace areas of roof and flashing that are not sound and tight and are admitting rain.
- 3.1.5.3. Assess and/or install a proper electrical system throughout the structure.
- 3.1.5.4. Properly install heating and mechanical systems to ensure proper function.
- 3.1.5.5. Extermination of all insects in and about the unsafe premises.

3.2. Artisan shall to complete all remediation work according to the following schedule:

- 3.2.1. 423 North 5th Street – December 31, 2025
- 3.2.2. 511 North 5th Street – December 31, 2025
- 3.2.3. 513 North 5th Street – December 31, 2025
- 3.2.4. 601 North 5th Street – April 30, 2026
- 3.2.5. 105 Prospect Avenue – April 1, 2026

3.3. Artisan shall obtain all necessary permits for the work to be performed and schedule and pass all required inspections.

3.4. Artisan shall provide progress reports to the City Building Commissioner every thirty (30) days or as otherwise requested by the City Building Commissioner, detailing work completed, work in progress, and any delays encountered.

3.5. During the term of this Agreement, Artisan shall maintain each of the Properties in a secure condition to prevent unauthorized entry, vandalism, and deterioration.

4. Default.

4.1. Events of Default: The following shall constitute a default by Artisan under this Agreement:

- 4.1.1. Failure to substantially comply with any milestone date in the timeline as provided in Section 3.2 of this Agreement.
- 4.1.2. Failure to maintain the Properties in a secure condition.
- 4.1.3. Failure to obtain required permits or schedule required inspections.
- 4.1.4. Failure to properly register the Properties as required under Goshen City Code.
- 4.1.5. Nonpayment of property taxes or other liens on the Real Estate.
- 4.1.6. Allowing any liens, judgments, or other claims to be entered against the Real Estate without prior written consent of the City.
- 4.1.7. Filing for or becoming subject to bankruptcy or insolvency proceedings.
- 4.1.8. Denial of access to any of the Properties for purposes of required inspections.
- 4.1.9. Any other material breach of this Agreement that remains uncured thirty (30) days after written notice.

4.2. City Remedies: Upon default, the City may take any or all of the following actions:

4.2.1. Resume enforcement of the original demolition order for Tract 5, issued on April 29, 2025, and recorded on May 14, 2025 as Instrument No. 2025-07815 in the Office of the Recorder of Elkhart County, Indiana; and affirmed by the City of Goshen Board of Public Works and Safety on June 5, 2025 via its Record of Action and Continuous Enforcement Order, recorded July 3, 2025 as Instrument No. 2025-11046 in the Office of the Recorder of Elkhart County, Indiana.

4.2.2. Restart its legal action in Cause No. 20C01-2503-PL-50 to institute obtain a receivership and have a receiver appointed for the 5th Street Parcels. In such event, Artisan specifically agrees to render no objection or other opposition to City's request for an appointed receiver.

4.2.3. Pursue legal action to recover all costs incurred under this Agreement, including attorneys' fees, court costs, and related expenses.

4.2.4. Pursue any other legal or equitable remedy available at law.

4.3. Before exercising any of the remedies under Section 4.2, City shall provide Artisan written notice of the default and thirty (30) days to cure such default, except in cases of imminent danger to public health and safety.

5. General Provisions.

5.1. This Agreement constitute the entire understanding between the parties and supersedes all prior agreements.

5.2. Any amendments must be in writing, signed by both parties, and approved by the Hearing Authority.

5.3. If any provision is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

5.4. This Agreement shall be governed by the laws of the State of Indiana. Proper venue for any cause of action arising out of this Agreement shall be in a court of competent jurisdiction in Elkhart County, Indiana.

5.5. This Agreement shall be recorded with the Elkhart County Recorder's Office.

5.6. Any notice required or desired to be given under this Agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address, whichever is earlier. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

City: City of Goshen, Indiana
Attention: Legal Department
204 E. Jefferson Street, Suite 2
Goshen, Indiana 46528
Email: legal@goshencity.com

Artisan: Artisan Investment Group, LLC
c/o Marlin Schwartz
420 N. Main Street, Suite 1
Middlebury, Indiana 46540
Email: abgmarlin@gmail.com

5.7. All provisions, covenants, terms, and conditions of this Agreement apply to and bind the parties and their legal heirs, representatives, successors, and assigns.

APPROVED by the City of Goshen Board of Public Works and Safety, the City's Unsafe Building Hearing Authority, this August 28, 2025.

City of Goshen Board of Public Work and Safety

By: _____
Gina M. Leichty, Mayor

Agreed to by Artisan Investment Group, this August ____, 2025.

ARTISAN INVESTMENT GROUP, LLC

By: _____
Marlin Schwartz, Member

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety, the City of Goshen, Indiana's Hearing Authority, by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Agreement on August 28, 2025.

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

Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Artisan Investment Group, LLC, by its authorized representative and member, Marlin Schwartz, and acknowledged execution of the foregoing Agreement on August ____, 2025.

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

Notary Public

This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, Ph: 574.537.3820.

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

Exhibit A – Legal Description

Tract 1:

Forty-two (42) feet off of and from the South side of the North one-half (N1/2) of Lot Numbered Three (3) in Chamberlain's Second Addition to the City of Goshen, Indiana, as appears from the recorded plat of said addition to said city: Said plat being recorded in Deed Record 17, page 26 in the Office of the Recorder of Elkhart County, Indiana.

Parcel No. 20-11-09-213-007.000-015

Tract 2:

Lot Number Fourteen (14) in Mayfield's Second Addition to the City of Goshen, Indiana; said Plat being recorded in Deed Record 44, page 249 in the Office of the Recorder of Elkhart County, Indiana.

Parcel No. 20-11-09-211-016.000-015

Tract 3:

Forty-four (44) feet of the South side of Lot Number Fifteen (15) in Mayfields Second Addition to the City of Goshen, State of Indiana; said Plat being recorded in Deed Record 44, page 249 in the Office of the Recorder of Elkhart County, Indiana.

Parcel No. 20-11-09-211-015.000-015

Tract 4:

Lot Number Nineteen (19) except the North twenty-six and one half (26 ½) feet, as the said Lot is known and designated on the recorded Plat of James Mayfield's 3rd Addition to the City of Goshen; said Plat being recorded in the Office of the Recorder of Elkhart County, Indiana, in Deed Record 65, page 569.

Parcel No. 20-11-09-204-018.000-015

Tract 5:

Sixty-six (66) feet off of the west end of Lot Number Thirteen (13) in Albrights Addition to the City of Goshen, said Plat being recorded in Deed Record 14, page 418 in the Office of the Recorder of Elkhart County, Indiana.

Parcel No. 20-11-09-210-006.000-015