



CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE DECEMBER 4, 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, Mary Nichols, and Barb Swartley
Absent: None

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 order was made part of the meeting record (EXHIBIT #1).

REVIEW/APPROVE MINUTES: Deputy Mayor Brinson presented the minutes of the Nov. 20, 2025 as prepared by the Clerk-Treasurer's Office. Board member Mike Landis made a motion to approve the minutes as presented. Board member Barb Swartley seconded the motion. The motion passed 5-0.

REVIEW/APPROVE AGENDA: Deputy Mayor Brinson presented the agenda as prepared by the Clerk-Treasurer with one addition: #9, *Legal Department request: Approve and authorize the Mayor to execute contract documents with Caliber Public Safety to allow the City to enter into a subscription for a new records management system (RMS) for the Goshen Police Department.* Board member Landis made a motion to approve the agenda as amended. Board member Swartley seconded the motion. The motion passed 5-0.

1) **Edible Indiana request:** Approve use of a portion of the City parking lot adjacent to Goshen Brewing Company, 315 W. Washington St., on Dec. 20, 2025 to give out over 300 meals to families for Christmas. Trevor Daugherty, the owner and publisher of Edible Michiana, a food and culture publication based in Goshen, told the Board the organization, in partnership with the Center for Healing, will provide 300 free meals for families on Saturday, Dec. 20. Other partners include Maple City Market, The Chief and a few local restaurants. Daugherty said families will park in a portion of the City parking lot adjacent to Goshen Brewing Company, at 315 West Washington St. He said the group doesn't need any police assistance or street barriers for its event. Daugherty said his group members have notified Goshen Brewing Company, Interra, and the Goshen Farmers Market of the event and all are in support and understand that the event is taking place in the furthest corner away from their respective businesses and they do not anticipate any conflicts. Daugherty said he wanted to inform the City of the event, but no City assistance was needed. There were no City staff comments about the event. Deputy Mayor Brinson said there was no need for action, but he thanked Daugherty for the notification.

2) **Kindred Wool Company request:** Approve the placement of an advertising "sandwich" board at the corner of Main and Washington streets. Roxanne Miller, co-owner of Kindred Wool Co., 108 West Washington St., asked the Board for permission to place a Sandwich board on the southwest corner of Main and Washington streets to advertise her business. Miller said she spoke to the owner of ReFind Curated Consignment, 201 South Main Street, and the owner agreed with the placement of the sign adjacent to the business. Miller said the sign would be placed during the store's business hours – normally Tuesday through Saturday from 10 a.m. to 6 p.m. City Assistant Planning & Zoning Administrator Rossa Deegan said his department reviewed the application and didn't object, but wanted to make sure Miller got the Board's approval to display the sign in the City's right of way.



City Civil Engineer Brad Minnick said he shared with the applicant the Downtown ADA compliant sidewalk layout, which requires a clear pathway and lower banding to make it more visible for impaired pedestrians. He also asked that the sandwich board be moved as needed to accommodate snow removal.

Board member Landis said the Board recently approved a measure requiring that sidewalks be kept clear. He said this applicant should be aware there is one approved location for the sign and it shouldn't be placed elsewhere.

Minnick affirmed that comment and said a five-foot clear path is required and that a sandwich board must be placed adjacent to the curb. Miller confirmed that ReFind Curated Consignment approved of the sign placement.

Landis/Swartley then made a motion to approve placement of a sandwich board sign on Main Street at the corner of Main and Washington streets, during Kindred Wool operating times. The motion passed 5-0.

3) Sun Communities sewer relief request: Approve relief for the billing period March 2025 to October 2025 for the Roxbury Park housing community at 403 Post Road

Jill Sinclair, Vice President for Operations and Sales for Sun Communities, told the Board that Roxbury Park experienced severe leaks at the property that started around January and were not corrected until late October 2025. She requested relief from higher-than-normal sewer service charges "because the water dissipated into the ground; it wasn't used and ran through the sewer systems."

Sinclair said, "This happens sometimes at some of our other properties, and I've been able to, you know, present them our evidence, what we had, and they've been able to give us some relief with the credit back on our sewer rates." She said there were several leaks.

Asked by the Deputy Mayor about the amount of the requested relief, Sinclair said, "I was kind of just seeing what my options were with you folks. I don't have a total amount. I can certainly look at that and, you know, resubmit that information if you would like me to."

Board member Landis said the Board has usually received requests for a specific amount of relief and not open-ended requests like this one. He added that usually there is one specific cause of the leak and the leak has been documented by City staff, unlike this case.

Deputy Mayor Brinson said what also make this request for relief different from others is that Roxbury Park has a single master water meter and that there are then individual water meters for residents monitored by the company. Sinclair responded, "I understand it's a lot to digest, and I appreciate you taking the time to do that. And again, I didn't quite know where to start myself with all of this, but knew I knew I had to start somewhere." She added that City staff has asked to be informed of future leaks so they can be documented.

In response to a question from Board member Swartley, Sinclair said it became apparent from the higher sewer bills that the leaks began in January but became more apparent in March. She said Roxbury eventually hired an outside company that detected and repaired all of the leaks.

Sinclair said a system has now been implemented to detect leaks more quickly. She said she wasn't informed by City staff that there were possible leaks at the property.

City Director of Public Works & Utilities Dustin Sailor said this was a unique request – the first master metered account that has requested sewer relief of any type dating back into the 1970s. He said the City usually requests relief from single customer accounts with a precise location of the water leak where it occurred, and having a single unit or customer involved, which is easier to calculate.

Sailor said in this in this particular case, with the master meter scenario, Roxbury has 402 potential units in the park, "so there's a lot of variation ... and the customers can be in and out, and so it's a little more difficult to figure out the volume of water at any one time within that park."

Sailor said another factor is that City staff notified Roxbury Park about its elevated water usage compared with the past. He said the park provided photos of leaks, but staff has been unable to verify water didn't go into the sewer.



Sailor said Roxbury isn't seeking relief on the water portion of its bill, having acknowledged that that water was used, but are seeking relief on the sanitary sewer portion of their bills. To further consider the request, Sailor said City staff would ask that the Board table the request so Roxbury can provide more information which can be evaluated. He added, "We don't think there's actually a real accurate way to make a true determination on what water did not go down in the sanitary sewer, especially because of the period of time ... from March until October."

City Water & Sewer Office Manager Kelly Saenz said City staff contacted Roxbury Park on March 20 about its large water bill and consumption, likely since February. She said the water use remained high throughout the summer and didn't drop drastically until October and even more in November, which is when the leaks were repaired.

Sinclair responded that the leaks, which were all underground, have been fixed. She said those types of leaks are harder to detect. She added that she would provide additional information to the City and report future leaks.

Saenz was asked if the City has had other instances of this type with housing on master meters. **Saenz** said this also happened at the Spring Brooke housing community. But she said no credit has been applied in cases involving a master meter "because there's just really no way to detect where that water went, or where it's coming from, and how much went down the sewer. It's just really difficult to know on those large meters."

Sailor said, "We only have about seven master metered customers in the City, and usually they account for, you know, anything from 50 to 400 units out there. Brookside's even higher than Roxbury."

"But again, one of the concepts for the master meter is that beyond that master meter, Goshen Utilities doesn't really care what they do in there other than the water quality standpoint. We're liable still for whether somebody gets sick from that water, but we don't make a determination what kind of pipe they use. We don't deal with how they manage that pipe. Once it hits that master meter, they manage it. And that's one of the reasons why we have some of those for those bigger developments."

Deputy Mayor Brinson said staff was suggesting this request be tabled to allow Roxbury Part to provide more information and for a staff review. He asked if the City Attorney had a comment.

City Attorney Bodie Stegelmann said, "I think the board needs to know what's being asked and have a chance to look at the materials provided, and do their own review and analysis of that information, and have a more intelligent discussion once we come back ... We don't even know an amount (of relief requested)."

Board member Swartley agreed.

Board member Landis asked if Roxbury Park residents might get relief or credit on their water bills. **Sinclair** said that would be possible and credits have been given in the past.

Landis/Swartley made a motion to table the request until staff notifies the Board of Works that the matter is ready to be considered again. The motion passed 5-0.

4) Legal Department requests: Award the quote of \$229,505 for the purchase of five 2026 or newer Hybrid Police Pursuit SUVs to Eby Ford Sales, Inc. as the lowest responsible and responsive bidder and approve and execute the agreement with Eby Ford Sales, Inc. for the purchase of the vehicles and authorize the Mayor to execute the agreement

City Attorney Bodie Stegelmann said the City solicited sealed quotes for the purchase of five 2026 or newer Hybrid Police Pursuit SUVs in accordance with Indiana Code § 5-22-8-3. This is a summary of the quotes submitted:

1. **Vogler Motor Company**, 1170 E. Main St., Carbondale, IL 62901 / **\$229,865**

2. **Eby Ford Sales, Inc.**, 2714 Elkhart Rd., Goshen, IN 46526 / **\$229,505**

3. **Broadway Ford**, 812 E. Taylor Ave., St. Louis, MO 63147 / **\$233,993.15**

4. **Jordan Automotive**, 609 E. Jefferson Blvd., Mishawaka, IN 46545 / **\$232,750**

The City Attorney recommended that Eby Ford Sales, Inc. be awarded the purchase agreement as the lowest responsive and responsible bidder with a total cost of \$229,505.



Stegelmann further recommended that the Board approve and authorize Mayor Leichty to execute the agreement for the purchase of five 2026 or Newer Hybrid Police Pursuit SUVs at a total cost of \$229,505.

Landis/Swartley made a motion to award the quote for the purchase of five 2026 or newer Hybrid Police Pursuit SUVs to Eby Ford Sales, Inc. as the lowest responsible and responsive bidder and approve and execute the agreement with Eby Ford for the purchase of five SUVs and authorize the Mayor to execute. The motion passed 5-0.

5) Legal Department request: Adopt Resolution 2025-33, Interlocal Agreement with County of Elkhart for Funding for the Horn Ditch Maintenance, Brushing, and Stabilization Project #25-006, Reconstruction of the Bridge on College Avenue Crossing Horn Ditch

Assistant City Attorney Don Shuler said that before the Board was a resolution to approve the terms and conditions of an Interlocal Agreement with the County for funding maintenance, brushing, and stabilization work on the Horn Ditch, generally north of College Avenue and east of U.S. 33.

Shuler said the City's sole role according to the agreement is funding 50% of the costs associated with the work. The City's portion is expected to be less than \$12,000 (\$11,710.60).

Shuler asked the Board to adopt the resolution.

Landis/Swartley made a motion to adopt Resolution 2025-33, Interlocal Agreement with County of Elkhart for Funding for the Horn Ditch Maintenance, Brushing, and Stabilization Project #25-006 Reconstruction of the Bridge on College Avenue Crossing Horn Ditch. The motion passed 5-0.

6) Legal Department request: Approve and ratify Mayor Leichty's execution of the attached amendment to agreement with Cathy's Cleaning Service to allow the City to add cleaning services to the current agreement with Cathy's to include certain leased spaces in the Historic County Courthouse

City Attorney Bodie Stegelmann recommended that the Board approve and ratify Mayor Leichty's execution of an amendment to the agreement entered into on May 31, 2024 with Service Provider Cathy's Cleaning Service to now include cleaning services for certain leased spaces in the Historic County Courthouse, 101 North Main Street. The leased space to be cleaned was described in attached Exhibit A.

Stegelmann said the City has agreed to compensate Cathy's Cleaning Service \$8,320 a year, which more specifically breaks down to \$160 a week, for performing the services under this amendment. Additionally, the City agreed to compensate Cathy's Cleaning Service \$220 as a one-time charge for initial deep clean including a storage room. He said Cathy's will begin cleaning the Courthouse in mid-December, pending completion of construction.

Landis/Swartley made a motion to approve and ratify Mayor Leichty's execution of the attached amendment to the agreement with Cathy's Cleaning Service to allow the City to add cleaning services to the current agreement to include certain leased spaces in the Historic County Courthouse. The motion passed 5-0.

7) Engineering Department request: Approve the Construction Engineering Services consultant contract with A&Z Engineering LLC, for the College Avenue Phase I project, for a not-to-exceed amount of \$1,260,597
City Engineering Project Manager Andrew Lund said he was bringing to the Board a request related to the College Avenue Phase 1 Reconstruction for which project bids will open next week with the Indiana Department of Transportation (INDOT).

Lund said INDOT re-advertised a request for proposals for Construction Engineering Services (CE or Construction Inspection) in October, on behalf of the City of Goshen. The received proposals from four consultants. He said a scoring team evaluated each proposal based upon the established INDOT review process and chose A&Z Engineering as the highest-scoring consultant.



Lund said City staff have completed contract negotiations with A&Z Engineering and recommend approval of an LPA-Consulting Contract for construction inspection for the estimated three-year duration of the College Avenue, Phase I construction project, for a total amount not-to-exceed \$1,260,597.

Lund said this contract is based on hourly labor rates, except for direct non-salary costs from sub-consultant work and expenses such as field equipment, supplies, and mileage, as detailed in Appendix D of the contract.

Lund said the City Redevelopment Commission approved the contract at the November meeting; Redevelopment will fund the entire project. He said INDOT and Michiana Area Council of Governments (MACOG) staff members have also reviewed the contract and found it acceptable.

In response to a question from Deputy Mayor Brinson, Lund said MACOG will provide about \$50,000 to the project. Landis/Swartley made a motion to approve the Construction Engineering Services consultant contract with A&Z Engineering LLC, for the College Avenue Phase I project, for a not-to-exceed amount of \$1,260,597. The motion passed 5-0.

8) Engineering Department request: Approve the Professional Services consultant contract with DLZ, for the Biennial Bridge Inspections project, for a not-to-exceed amount of \$31,350

City Civil Engineer Brad Minnick said he was bringing to the Board a request pertaining to the biennial bridge inspections and the associated approval of professional services, for a consultant contract with DLZ.

Minnick said the City Engineering Department received proposals from three consultants in response to its 2026/2028 Goshen Biennial Bridge Inspection Program RFP (Request for Proposals) due Nov. 5, 2025. He said a scoring team evaluated the proposals based upon the RFP's review process and chose DLZ as the highest-scoring consultant.

Minnick said DLZ has submitted a fee proposal for the estimated 2.5-year duration of the in-service bridge inspections project, for a total amount not-to-exceed \$31,350. The anticipated cost impacts are \$21,100 for work completed on/before September 25, 2026 and the remaining \$10,250 to be completed on/before July 31, 2028. He added that this contract is to be paid based on negotiated labor rates, except for expenses such as mileage, as detailed in the contract.

Deputy Mayor Brinson asked if this work would include inspection of the Goshen College railroad tunnel. Minnick said it was included in the contract and that the college would reimburse the City for the cost. He confirmed the City has 16 bridges.

Landis/Swartley made a motion to approve the Professional Services consultant contract with DLZ, for the Biennial Bridge Inspections project, for a not-to-exceed amount of \$31,350. The motion passed 5-0.

The following item was added to the agenda. Before the meeting, the City Legal Department provided the Board with a one-page memorandum, dated Dec. 4, 2025, as well as a Memorandum of Understanding and related documents (EXHIBIT #2).

9) Legal Department request: Approve and authorize the Mayor to execute contract documents with Caliber Public Safety to allow the City to enter into a subscription for a new records management system (RMS) for the Goshen Police Department

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute contract documents with Caliber Public Safety to allow the City to enter into a subscription for a new records management system (RMS) for the Goshen Police Department, which will enable interconnectivity with all other county law enforcement agencies and the county-wide 911 dispatch center.

Stegelmann began describing the costs, but then pointed out that the figures were incorrect. Stegelmann and Christina M. Bonham, a paralegal with the City Legal Department, clarified that for the first year costs.



They said the costs would be \$45,199 for the subscription service and mobile related fees of \$34,036 for a total cost of \$82,307. The second year cost, for maintenance and support, would be \$53,379.90.

Assistant Police Chief Shawn Turner this was an unexpected expense, but a necessary one.

Chief Turner explained that Elkhart County's computer-aided 911 system ties into the City's records management system, with records shared with law enforcement agencies throughout Elkhart County. He said the current system is antiquated, and the city has been having trouble with it needing maintenance, which has led to down time. To remain connect with other agencies, Chief Turner said the Police Department wants to move to a new and more efficient system.

Deputy Mayor Brinson asked if there would be any cost reductions for moving to a new system. Chief Turner said "There is, to an extent, because we're sharing the burden of the maintenance costs and so on with other agencies, including the Elkhart County 911 system. "So, if we were to stay with our current system, which, again, would be problematic for us, we would have the burden of all those costs related to maintenance and so on without sharing that with the rest of the county."

At the request of Board member Landis, Bonham clarified the cost of the two-year contract. She added that "as far as costs are concerned, Elkhart County is taking on the training as well, so we're not paying for the training for the new system." Board member Landis said he would like the City to get a better explanation of the second-year costs. Landis/Swartley then made a motion to approve and authorize Mayor Leichty to execute the contract documents with Caliber Public Safety to allow the City to enter into a subscription for a new records management system (RMS) for the Goshen Police Department with year one having a total cost of \$82,307 and the second year of \$53,379.90, with the request that as they finalize this, they have an actual breakdown of what makes up the \$53,379.90. The motion passed 5-0.

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

Deputy Mayor Brinson opened Privilege of the Floor at 4:47 p.m. There were no comments.

At 4:48 p.m., the Deputy Mayor opened a hearing on the final review of an unsafe building order by the City Building Commissioner.

REVIEW/COMPLIANCE HEARING ON BUILDING COMMISSIONER ORDERS:

4:00 p.m., Dec. 4, 2025

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

Members: Deputy Mayor Mark Brinson, Mike Landis, Orv Myers, Mary Nichols, Barb Swartley

10) Final report for property at 208 Queen Street, which was the subject of prior enforcement efforts by the Board (Artisan Investment Group, LLC, property owner)

At 4:47 p.m., Deputy Mayor Brinson opened a hearing for a final report for the property at 208 Queen Street, which was the subject of prior enforcement efforts by the Board (Artisan Investment Group, LLC, property owner)



BACKGROUND:

In a Dec. 4, 2025 memorandum to the Board, Assistant City Attorney Don Shuler wrote that the unsafe building matter concerning 208 Queen Street has now been fully resolved. Following enforcement efforts in 2023 and 2024 that led to multiple transfers of the property, Shuler wrote that the current property owner – Artisan Investment Group, LLC – “has completed all repairs and required renovations. All inspections have passed, and the Building Commissioner issued an Order of Rescission, as directed by prior Board action.”

Shuler wrote that the property had been vacant since at least 2009 under prior ownership and is now restored to a safe and habitable conditions. He concluded, “No further action by the Board is required.”

REPORT ON DEC. 4, 2025 BOARD HEARING:

After convening the hearing, Deputy Mayor Brinson invited a presentation from Assistant City Attorney Don Shuler. Shuler used a PowerPoint presentation (EXHIBIT #3) to discuss the case.

Shuler recounted the long and complicated history of the property, going back to 1991, as follows:

- There have been a multitude of enforcement efforts for the property, going back decades, including:
 - 2011 Agreement
 - 2013 Agreement
 - 2015 Legal action – multiple findings of contempt and fines in 2016, 2017, and 2018
- The City Building Commissioner issued an Order requiring demolition in November 2023. The order was affirmed by the Board of Work in February 2024.
- There have been multiple changes in ownership
 - Ron Davidhizar sold the property at auction in January 2024 and it was acquired by Leopoldo Mendoza.
 - When Mendoza was unable to show adequate progress at the property, additional Board of Works action in September/October 2024 led to the sale of the property to Artisan Investment Group
- Artisan completed various repairs and renovation, which were reviewed by the Board of Works in November 2024, March 2025, and June 2025.
- The property has been fully rehabilitated and an Order of Rescission was issued by the Building Commissioner

Shuler showed Board members photographs of the property’s poor and deteriorating condition before it was purchased by Artisan Investment Group. He then showed the property’s current rehabilitated condition.

Shuler summarized the conclusion of his PowerPoint, which stated, “The remediation process took two years from the first demolition order with the City’s more aggressive stance against blighted properties, but the property has been an ongoing compliance issue for over 30 years. However, the matter has now been fully resolved with a full rehabilitation of the subject property.”

Shuler expressed appreciation to the Board for holding hearings on the property and seeking rehabilitation.

Deputy Mayor Brinson said it was good to end the meeting on “a high note.” He thanked Shuler for his work.

Because this was a final review hearing, there were no motions or votes.

At 4:51 p.m., the Deputy Mayor closed the hearing on the final review of an unsafe building order by the City Building Commissioner.



APPROVAL OF CIVIL & UTILITY CLAIMS

Deputy Mayor Brinson made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Swartley seconded the motion.

ADJOURNMENT

Deputy Mayor Brinson adjourned the meeting at 4:52 p.m.

EXHIBIT #1: *Executive Order 2025-09, which was signed by Goshen Mayor Leichty on Dec. 3, 2025. It stated that Mayor Leichty would be unavailable on Dec. 4, 2025, and in her absence, Deputy Mayor Mark Brinson was empowered to exercise all duties of the Mayor, including serving as a member of the Board of Public Works & Safety.*

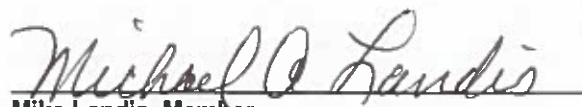
EXHIBIT #2: *A one-page memorandum, dated Dec. 4, 2025, as well as a Memorandum of Understanding and related documents for agenda item #9, Legal Department request: Approve and authorize the Mayor to execute contract documents with Caliber Public Safety to allow the City to enter into a subscription for a new records management system (RMS) for the Goshen Police Department.*

EXHIBIT #3: *A 10-page PowerPoint presentation, dated Dec. 4, with the title, "Unsafe Building Resolution – Staff Final Report, 208 Queen Street, Goshen." The PowerPoint was presented by Assistant City Attorney Don Shuler during his report on agenda item #10, Final report for property at 208 Queen Street, which was the subject of prior enforcement efforts by the Board ((Artisan Investment Group, LLC, property owner).*


APPROVED:



Mayor Gina Leichty



Mike Landis, Member



Orv Myers, Member



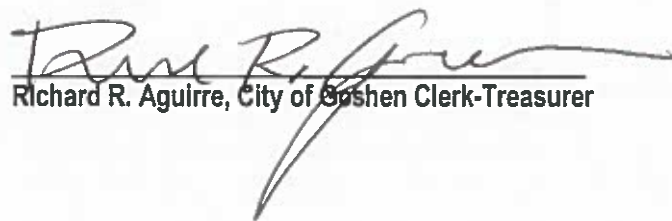


Mary Nichols, Member



Barb Swartley, Member

ATTEST:



Richard R. Aguirre, City of Goshen Clerk-Treasurer

Exhibit #1

Dec. 4
exhibits

EXECUTIVE ORDER 2025-09

**Designation of Deputy Mayor Mark Brinson
as Acting Executive December 4, 2025**

Designated Mayor of the City of Goshen, Indiana will be absent from the

WHEREAS, Indiana Code § 36-4-5-8 provides that, whenever the executive of a city is absent, or going to be absent, from the city, ill, or injured, the executive may designate the deputy mayor as acting executive, with all the powers of the office;

WHEREAS, the Common Council of the City of Goshen, Indiana established the position of Deputy Mayor when it adopted Ordinance 5093;

WHEREAS, Mark Brinson currently holds the position of Deputy Mayor of the City of Goshen, Indiana; and

WHEREAS, the city executive is a member of the City of Goshen Board of Public Works and Safety under I.C. § 36-4-9-8(c).

NOW THEREFORE, I, Gina Leichty, Mayor of the City of Goshen, do hereby designate Mark Brinson, Deputy Mayor of the City of Goshen, Indiana, as acting executive during my absence from the City of Goshen on December 4, 2025, with all the powers of the office, including those associated with being a member of the City of Goshen Board of Public Works and Safety.

This designation shall expire at the end of the day, December 4, 2025, at which time I will resume my duties as executive of the City of Goshen, Indiana.

By providing a copy of this executive order to the president and to the clerk of the Common Council of the City of Goshen, Indiana, I certify the designation and the expiration of the designation, in accordance with I.C. § 36-4-5-8(b).

Dated this 12/3/2025 day of December, 2025.

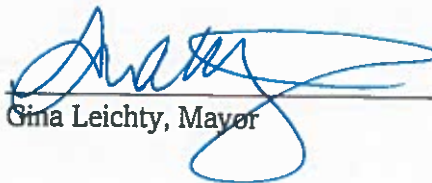

Gina Leichty, Mayor

Exhibit #2



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

December 4, 2025

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Contract Documents with Caliber Public Safety (Colossus, Inc.) Regarding Subscription for Records Management System (RMS)

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached contract documents with Caliber Public Safety to allow the City to enter into a subscription for a new records management system (RMS) for the Goshen Police Department, which will enable interconnectivity with all other county law enforcement agencies and the county-wide 911 dispatch center.

Year 1:

Subscription: \$45,199.00 & Maintenance and Support: \$3,072.00 for a total cost of \$82,307.00.

Year 2:

Subscription, Maintenance and Support total cost: \$53,379.90.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached contract documents with Caliber Public Safety to allow the City to enter into a subscription for a new records management system (RMS) for the Goshen Police Department.



Quotation | Order Form

Quote For: *City of Goshen, Indiana*
 Goshen Police Dept
 111 E. Jefferson St. Suite 5
 Goshen, IN 46528

Contact: Jose Miller
 Phone: (574) 533-8661
 Mobile:
 Email: josemiller@goshencity.com

Quote #: Q-05249 - 1
 Create Date:
 3/17/2025, 12:20 PM
 Expires On:
 12/31/2025
 Payment Terms: Net 30

Sales Rep: Deldre Chaney
 Phone: (225) 717-5290
 Email: dchaney@caliberpublicsafety.com
 Orders Fax: (866) 368-8602

Product Code	Product Description	Location	Qty	Price Each	Extended
Mobile					
MC-CLNT-SAAS	Mobile Annual Subscription NLETS Host (includes soft token)		64.00	\$264.00	\$16,896.00
MC-MOBMAP	Mobile Mapping Client Software (per client)		64.00	\$240.00	\$15,360.00
INTERDEX	InterDEX (Caliber's nationwide data sharing network that allows participating agencies to share data easily, increase agency interoperability, and improve officer safety.)		1.00	\$0.00	\$0.00
PS-MC-PSAddOn	Mobile Professional Services Add On	Remote	10.00	\$178.00	\$1,780.00
Mobile TOTAL:					\$34,036.00

Online RMS

OL-RMS-PLUS	Online RMS Plus - Sworn		67.00	\$370.00	\$24,790.00
OL-RMS-PLUS-NS	Online RMS Plus - Non-Sworn		11.00	\$300.00	\$3,300.00
OL-GP-M	Online RMS - Google Places Validation Medium (16-99)		1.00	\$600.00	\$600.00
OL-INT	Online RMS eCitation interface (Standard one-way Inbound data exchange-Changes to interface will incur additional costs)		1.00	\$840.00	\$840.00
CI-OL-INT	Online RMS Interface Setup Fee	Remote	1.00	\$3,115.00	\$3,115.00
OL-INT	Aries - IN only LexisNexis (Verify States) ReportBeam (Mississippi) Standard Crash ICD		1.00	\$840.00	\$840.00
CI-OL-INT	Online RMS Interface Setup Fee	Remote	1.00	\$3,115.00	\$3,115.00
OL-INT	Online RMS - Odyssey JTAC Warrants Interface		1.00	\$500.00	\$500.00
CI-OL-INT	Online RMS Interface Setup Fee	Remote	1.00	\$3,115.00	\$3,115.00
OL-PS-RMSAddAgcy	Adding an Agency to an Existing RMS - all services remote	Bundle	1.00	\$4,984.00	\$4,984.00
Online RMS TOTAL:					\$45,199.00
Annual Maint & Support:					\$3,072.00

Order Total: \$82,307.00

Year 2 Total Annual Maint, Support & Subscription: \$53,379.90

Special Order Note(s):

- This Quotation, when signed by the Customer, is governed by the terms and conditions of the Indiana Professional Services Contract EDS # H28-10-1 dated September 17, 2009, as amended from time to time, and Customer herein agrees to be bound by the terms and conditions of said Contract.

Additional Note(s):

This quote is valid only if you sign your contract and go through the implementation process at the same time as the Elkhart Sheriff's Office. All training will be provided from the Elkhart Sheriff's Office.

Acceptance:

Colossus, Incorporated

City of Goshen, Indiana
Goshen Police Dept

Signature:

Chris Faircloth

Signature:

Name (Print):

Chris Faircloth

Name (Print):

Gina M. Leichty
Mayor

Title:

VP of Sales and Marketing

Title:

Date:

12/3/2025

Date:

Please sign and email to Deldre Chaney at dchaney@caliberpublicsafety.com or fax to (866) 368-8602.

Terms & Conditions

1) This Quotation incorporates by reference the following signed document(s) between COLOSSUS, INCORPORATED (herein referred to as "Caliber Public Safety") and Customer: i) Master Purchase, License & Services Agreement; ii) RMS Software as a Service Agreement; iii) End User Licenses Agreement; iv) Software Maintenance terms; and/or v) Statement of Work, as applicable.

2) Payment Terms: Customer will be invoiced as follows:

- 100% Equipment set forth on the Quotation/Order Form (if any purchased) at signing of this Agreement;
- 35% of the total Quotation/Order Form value upon Caliber's receipt of Customer's purchase order or signed Quotation/Order Form;
- 25% of the total Quotation/Order Form value at completion of 1st Software product's Business Practice Review;
- 30% of the total Quotation/Order Form value at delivery of 1st Software product's installation on Customer's server; and
- 10% of the total Quotation/Order Form value at Cut-Live.
- All invoices are due and payable net-30 days from the date of invoice.

3) Any purchase order provided by Customer is valid only for purposes of identifying the "bill to" and "ship to" addresses. No additional terms contained within the purchase order shall be binding on Caliber Public Safety.

4) Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.

5) Each party executing this Quotation acknowledge and warrant that [he][she] is duly authorized by Caliber Public Safety and/or the Customer to execute this Quotation on Caliber Public Safety's and/or the Customer's behalf.

6) Unless otherwise marked on the actual invoice, payment terms are net-30 days from the date of invoice.

7) Transmission of images of signed Quotation by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

8) Estimated Travel Expenses are included up to \$0.00. Anything above this amount will be handled via change order.

**Memorandum of Understanding
Mobile Data Sharing iLEDDS Host/User Guidelines
for Caliber/CJIS/NLETS/State CJIS System Agency Networks**

Indiana Data and Communications System (IDACS)

(If Applicable) State CJIS System Agency ("State CSA") Name

Once executed by all parties, this MOU must remain on file with the Host, User, NLETS and if applicable, State CSA. This Memorandum of Understanding ("MOU") is an agreement entered into this ____ day of _____ by and between Colossus, Incorporated (hereinafter referred to as "Colossus" or "Caliber"), an Internet Law Enforcement Data Delivery Service ("iLEDDS"), hereafter referred to as the "iLEDDS Host" and City of Goshen IN-Police Dept, a Criminal Justice Agency, hereafter referred to as the "User."

I. Purpose & Scope:

This MOU entered into between the iLEDDS Host and User is intended to define the terms, conditions, and mutual responsibilities of the parties hereto, for the purpose of enabling User access, via the User's mobile data terminals/devices to the Criminal Justice Information System ("CJIS"), National Crime Information Center ("NCIC"), and the National Law Enforcement Telecommunications Systems ("NLETS") and if applicable the State CSA network, utilizing the Host's iLEDDS server and other hardware and software based equipment necessary to operate wireless devices. The Colossus host iLEDDS server is located at the NLETS Network Operations Center ("NOC") in Phoenix, Arizona. The Host and User agree to adhere to 1) Colossus, Incorporated End User License Agreement, Attachment 1, 2) iLEDDS Support Maintenance Guide, Attachment 2, 3) Caliber Hosted Information Security Policy & Procedure, Attachment 3, and 4) NLETS Information Security Policy, FBI CJIS Security Policy, and if applicable the State CSA CJIS Security Policy available from your State, collectively referred hereinafter as "NLETS/FBI CJIS /State CSA CJIS Security Policy", Exhibit A of Attachment 3, each attached hereto and made a part hereof by reference.

The iLEDDS Host and User hereby agree:

1. To be bound by the conditions of this MOU and to notify each other in the event that any of the conditions stated in this MOU change in the future;
2. To notify the iLEDDS Host of pending termination, as provided in the final paragraph of this MOU;
3. To develop and maintain a written agreement that includes a procedural statement that clearly identifies the responsibilities of each user agency when access to the iLEDDS server is not functioning, and which the Host is responsible for managing the user response process from the iLEDDS server. This agreement should detail the maintenance process, including who (User) is responsible for contacting the iLEDDS Host for connection service issues and costs associated with the iLEDDS Host server and usage;
4. That all calls for service to the iLEDDS Host must be made by the User agency; and
5. Per Section 1.1.4 of the Caliber Hosted Information Security Policy & Procedure, a violation of this MOU shall be considered a violation of the NLETS/FBI /State CSA CJIS Security Policies and Colossus, Incorporated End User License Agreement between the violating party and the iLEDDS Host.

II. iLEDDS Host's Responsibilities under this MOU:

The iLEDDS Host understands that use of the iLEDDS Host server by criminal justice agencies is standard protocol where such access is necessary to aid the User criminal justice agency in the performance of the User's official criminal justice duties.

The iLEDDS Host hereby agrees:

1. To allow the User to utilize the iLEDDS Host system for access to any and all information on CJIS/NLETS/State CSA networks, via approved wireless devices, which will aid in the performance of the User's official criminal justice duties, provided the dissemination of information not be in violation of any laws or regulations of the United States and is in compliance with CJIS, NLETS, State CSA and iLEDDS security policies and procedures. To facilitate the lawful exchange of information between the User and CJIS/NLETS/State CSA networks and data repositories for the purpose of performing official criminal justice duties;

2. To provide assistance as may be requested in the furtherance of criminal justice information processing and communications through record inquiry, message transmittals, or record entries in keeping with all standards; and further agrees to limit access to such information to authorized, CJIS certified employees of the User;
3. To maintain a log of inquiries or transactions, by electronic or other means, made to the Host's system by any of the User's wireless devices. Specifically the log must include, for at least one year, the department and the date from which the inquiry was made, the operator of the device, the operator's department and the date and time of the inquiry or transaction;
4. This log must be available and provided to FBI CJIS, NLETS or State CSA upon request.

III. User's Responsibilities under this MOU

The User hereby acknowledges understanding of, and shall advise its employees with access, of the use and dissemination guidelines, and penalties relating to unauthorized access or dissemination of criminal justice information as found in US Title Code 28 CFR, Chapter 1 – Department of Justice, Part 20 – Criminal Justice Information Systems.

The User hereby agrees:

1. To abide by all laws of the United States and the rules and regulations of the responsible administrative agencies, including NLETS, FBI CJIS, State CSA, and if applicable, the standards and conditions of the CJIS User Agreement entered into by the User and FBI CJIS concerning the security, entry, collection, storage, verification, retrieval, access, and dissemination of criminal justice information;
2. That all its personnel with access to the iLEDDS Host server abide by Attachment 1, the Caliber Hosted Information Security Policy & Procedure; and also the current versions of both the FBI CJIS Security Policy and if applicable, the appropriate State CSA CJIS Security Policy.
3. That the Host's system will be used for inquiries only, and that the responsibility for updating or validating records required by any and all laws of the United States and the rules and regulations of the responsible administrative agencies, including Colossus, NLETS, State CSA and the CJIS User Agreement, are the responsibility of the User;
4. That all its personnel with access to wireless devices utilizing the iLEDDS Host system have been trained, tested and certified for access to CJIS information as approved by both NLETS, FBI CJIS and State CSA; and that all its personnel will be re-certified on a bi-annual basis. Prior to accessing the iLEDDS system, the User will provide to Colossus all training records and certifications upon request.

IV. It is Mutually Understood and Agreed by and between the Parties that:

Either the iLEDDS Host or User may, upon thirty (30) days written notice to either Party, cancel this MOU in its entirety. Cancellation will immediately terminate the User's access to the Colossus' iLEDDS/NCIC/Nlets/State CSA Networks. Upon determination that the User has violated any law, rule, or regulation concerning criminal justice information or violated the terms of this MOU, the iLEDDS Host in cooperation with NLETS, NCIC and State CSA, reserves the right to terminate this MOU with or without notice.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the dates set forth below.

HOST: COLOSSUS, INCORPORATED

BY: CR. Faltt

Title: VP of Sales and Marketing

Date: 12/2/2025

USER: City of Goshen, Indiana

*BY: Gina M. Leichty, Mayor

Title: Gina M. Leichty, Mayor

Date: _____

*Signature of person who is legally authorized to sign for the User agency



**INTERDEX™ MEMORANDUM OF UNDERSTANDING
BETWEEN COLOSSUS, INCORPORATED (hereinafter referred to as "Caliber")**

AND

City of Goshen, IN-Police Dept., [CONTRIBUTING AGENCY]
111 E. Jefferson St. Suite 5 [STREET ADDRESS]
Goshen, IN 46528 [CITY, STATE, ZIP]
Gina M. Leichter [AGENCY'S PRIMARY CONTACT]
mayer@goshencity.com [PRIMARY CONTACT'S EMAIL]
574.533.8621 [PRIMARY CONTACT'S PHONE]

Jose Miller
jose miller

FOR PARTICIPATION IN THE INTERDEX DATA SHARING PROGRAM

Purpose:

The purpose of Caliber's inter-agency data sharing project is multi-fold:

1. Officer Safety – provide a mechanism for officers to query multiple agency databases, to receive focused information prior to making contact, about a person, vehicle, or location;
2. Agency Interoperability – provide the capability for agencies to collaborate and securely share data with other agencies; and
3. Increase Law Enforcement Effectiveness – provide officers with actionable data at the point of enforcement to equip officers with the information needed to make informed decisions in the field.

The purpose of this InterDEX Memorandum of Understanding ("MOU") establishes permissions and guidelines for the use of Records Management System ("RMS"), and other law enforcement agency data the parties agree to share with other law enforcement and public safety agencies to include, but not limited to:

- Local government jurisdictions in your state and other states that wish to participate and enter into this MOU;
- State agencies in your state and other states that wish to participate and enter into this MOU; and
- Federal agency units based in your state and their specialized field units, and other agency units outside your state who wish to participate and enter into a MOU.

Understandings:

- A. This MOU is entered into by Caliber and the Contributing Agency for the purpose of participating in the Caliber InterDEX Data Sharing Program (hereinafter referred to as "InterDEX").
- B. This MOU relates to participation in the InterDEX data sharing initiative. Data submitted by contributing agencies is and remains the property of the contributing agencies. Access by authorized Contributing Agencies will be controlled and monitored by Caliber. The security of Caliber's data center is secured consistent with FBI-CJIS guidelines.
- C. Security of authorized users will be verified by the responsible authority at the Contributing Agency. Caliber will report any unusual activity to the Contributing Agency holding the subscription for that user. Follow up on this report will be the responsibility of that Agency, consistent with the Agency's internal policies, FBI-CJIS guidelines, Code Of Federal Regulations, Title 28—Judicial Administration, chapter I—Department of Justice, Part 20—Criminal Justice Information Systems.
- D. Caliber created InterDEX as an inter-agency data sharing network of criminal records management system data, and other pertinent law enforcement agency data to be shared and analyzed among other contributing public safety agencies. Caliber will provide the Contributing Agency with technical assistance for the submission of relevant data from their automated systems to the secure Caliber Data Center, if required by the Contributing Agency.
- E. The Contributing Agency retains sole ownership of and sole responsibility for the data it contributes, including but not limited to, the accuracy of the information. Receiving agencies will take no enforcement action without first verifying the current status of that data with the Contributing Agency.



- F. InterDEx is a law enforcement officer safety and crime analysis tool and is not an intelligence analysis tool. If an Intelligence Agency accesses InterDEx for analysis, that agency shall ensure that data remains law enforcement sensitive and will not insert classified data into InterDEx.
- G. Each party to this MOU agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by applicable state and federal laws. Where injury or property damage result from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable laws, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.
- H. Caliber shall have the authority to inspect and audit the records and operation of the Contributing Agency to determine compliance with this MOU, InterDEx policy, procedures, and all applicable state and federal laws.
- I. Caliber reserves the right to immediately suspend service to the Contributing Agency if Caliber determines that this MOU or any applicable state or federal law, rule, or regulation has been violated by the Contributing Agency or an employee of the Contributing Agency. Caliber may reinstate the service upon receipt of satisfactory assurances that such violations have been corrected and measures have been taken to prevent future violations by the Contributing Agency and its employees.
- J. Either Caliber or the Contributing Agency may, upon seven (7) days written notice to the other party, discontinue service or participation in InterDEx. Caliber shall not be required to give notice prior to suspending services as stated in Paragraph I.
- K. The point of contact at Caliber for any questions regarding this MOU is Caliber's Legal Department which can be reached at legal_caliberpublicsafety@harriscomputer.com.
- L. The point of contact for InterDEx and this MOU for the Contributing Agency will be reported to the Caliber point of contact after execution of this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU by the signatures of the duly authorized representative of each on the dates indicated. A photocopy or facsimile signature is as valid as the original. This MOU is effective upon the last signature date.

COLOSSUS, INCORPORATED

X CE. Faith
Signature
Chris Faircloth
Print Name
VP of Sales and Marketing
Title
12/2/2025
Date

THE CONTRIBUTING AGENCY: City of Goshen, Indiana

Gina M. Leichty
Signature
Print Name
Mayor
Title
Date

Please sign and return the entire MOU to Caliber via fax 866.368.8602

SCHEDULE 1 to EXHIBIT J
COLOSSUS, INCORPORATED d/b/a INTERACT PUBLIC SAFETY SYSTEMS
PROFESSIONAL SERVICES CONTRACT - EDS# H 28-10-1

RMS MASTER SUBSCRIPTION AGREEMENT
(Other Indiana Governmental Entities)

This RMS Master Subscription Agreement (this "Agreement") is made a part of, and incorporated into, the Professional Services Contract, as amended, between the State of Indiana acting through the Integrated Public Safety Commission ("IPSC") on behalf of the Indiana State Police ("ISP"), and for limited purposes, all Other Indiana Governmental Entities (the State, IPSC, ISP, and all other Indiana Governmental Entities may be collectively referred to as "the State") and COLOSSUS, INCORPORATED, a North Carolina corporation d/b/a InterAct Public Safety Systems ("the Contractor"), as amended by Amendments #1, 2, 3 and 4 (collectively, the "Contract"). Paragraph 4 of the Contract ("Guaranteed Most Favored Customer and Most Favored Terms") is fully applicable to this Agreement.

This Agreement shall apply to subscriptions to the Contractor's Online Record Management Services ("InterAct OnlineRMS") set forth on Attachment 1 to this Agreement, RMS ~~[Platinum]~~ [Gold] Tiered Support Program as set forth on Attachment 3 to this Agreement and Online University as set forth on Attachment 4 to this Agreement by 1 (the "Governmental Entity") pursuant to the QPA issued by the State using a properly executed Purchase Order referencing this Agreement, the Contract, and the QPA and by agreeing to be bound by all of the rights and obligations of the State under this Agreement and the Contract.

This Agreement controls and takes precedence over any and all standard terms, conditions, or policies which are now or may be posted on the website used to access the Services described below.

1. DEFINITIONS.

"Online University" means those services listed on the online university table on Schedule D-2 of the contract.

"RMS [Platinum] [Gold] Tiered Support Program" means those services listed on the RMS [Platinum] [Gold] Tiered Support Program table on Schedule D-2 of the Contract.

"Services" means the online, internet-based applications and platforms meeting applicable NIEM standards provided by the Contractor for use in law enforcement records management, on a subscription basis, including the RMS [Platinum] [Gold] Tiered Support Program and Online University services.

"Governmental Entity Data" means all electronic information submitted by the Governmental Entity while using the Services.

"Purchase Order" means the purchase order or other documentation executed by and delivered to the Contractor for the purpose of gaining access to the Services, as well as RMS [Platinum] [Gold] Tiered Support Program and Online University, consistent with this Agreement.

2. INTERNET-BASED SERVICES.

A. The Contractor grants to Governmental Entity the right to access the Services via the internet and use the Services as authorized in this Agreement, for its own purpose and operations. The Governmental Entity acknowledges that its access and use of the Services will be web-based only. The Services will be

hosted by the Contractor and accessed and used by the Governmental Entity through the use of the internet and the Governmental Entity's computers. The Services are a subscription, not a license.

B. The Governmental Entity will use the Services only as permitted by this Agreement, and shall not resell or sub-license the Services.

3. SERVICES PROVIDED.

A. The Contractor will provide the Governmental Entity with the Services, which Services shall conform to NIEM standards. The Services shall meet functional requirements, configurations, and data sharing specifications agreed to in writing by the Contractor and the Governmental Entity in an agreed-to Statement of Work. The Statement of Work will identify requirements, configurations and data sharing specifications that will be available as part of the Services offered. No subscription for Services will become effective until the Governmental Entity and the Contractor have signed the Statement of Work and a Purchase Order has been issued.

B. The Governmental Entity may request additional functional requirement specifications, and such additional specifications must be detailed in a Statement of Work signed by Contractor and the Governmental Entity requesting the additional functionality. No request for additional functionality from the Governmental Entity shall become effective until it and the Contractor have signed a Statement of Work and a Purchase Order has been issued.

C. The Governmental Entity agrees that a minimum of five (5) concurrent users is required to activate a subscription.

D. The Services shall be available 24 hours a day, 7 days a week, 365 days a year at a rate of 99.5% uptime. The Contractor will provide the Governmental Entity with no less than two weeks actual notice of any standard maintenance downtime and a detailed release notice. Contractor will, to the best of its ability, provide the Governmental Entity with as much notice as possible for any emergency down-time that may be required.

E. The annual subscription fees include standard service level support. The Governmental Entity has the option, for an additional fee, to elect i) Enhanced; or ii) Premium service level support, which service levels are set forth on Attachment 2 to this Agreement.

F. The Services includes all enhancements and upgrades. The Contractor will give the Governmental Entity no less than two (2) weeks actual notice of upgrades and enhancements, during which time the Governmental Entity will have the opportunity to test and verify the functionality of such upgrades or enhancements. Web-based training sessions and demos shall be made available and are included as part of the Services at no additional charge.

G. The Contractor shall not purge or delete any Governmental Entity Data except upon written authorization from the Governmental Entity. The Services include secure data storage of 0.75 GB per concurrent user per year for the duration of the Contract. Secure data storage requirements in excess of this allocation shall be billed at \$20.00/GB/year.

H. Annual RMS ~~[Platinum]~~ [Gold] Tiered Support Program. In consideration of the State's payment of Annual ~~[Platinum]~~ [Gold] Tiered Support Fees set forth in the Contract, Exhibit D-2, InterAct shall provide the Annual ~~[Platinum]~~ [Gold] Tiered Support Program in accordance with the Annual ~~[Platinum]~~ [Gold] Tiered Support Program set forth in Attachment 3, attached and made a part hereof, subject to the terms and conditions of this Exhibit J. All services set forth in Attachment 3 must be utilized within the

annual term associated with the Annual ~~[Platinum]~~ [Gold] Tiered Support fees paid or they will be forfeited.

I. Online University. In consideration of the State's payment of Annual Online University Subscription Fees set forth in the Contract, Exhibit D-2, InterAct shall provide the Annual Online University program in accordance with the Annual Online University program set forth in Attachment 4, attached and made a part hereof, subject to the terms and conditions of this Exhibit C. All services set forth in Attachment 4 must be utilized within the annual term associated with the Annual Online University Subscription Fees paid or they will be forfeited.

4. TERM AND RENEWALS. A subscription to the Services commences on the date a Purchase Order is accepted by the Contractor and the Services are made available to the Governmental Entity for one (1) year, unless otherwise set forth on the Purchase Order. After the initial term, this Agreement will automatically renew for successive one-year renewal terms. The annual fee for each renewal is payable in full prior to the start of the renewal term and is non-refundable except as provided in paragraph 5 C, below. Either party may terminate a subscription by notifying the other party in writing ninety (90) days in advance of the end of the then current term. Any such early termination shall only become effective upon the expiration of the then-current service term. In no event shall any termination relieve the Governmental Entity of the obligation to pay any fees payable to Contractor for the period prior to the date of actual termination of the Services.

5. PAYMENT FOR SERVICES.

A. The annual subscription fees, annual ~~[Platinum]~~ [Gold] Tiered Support fees, and annual Online University fees are set forth on Exhibit D-2, and are payable in advance (as allowed by IC 4-13-2-20 (b) (3), (4), and (14)) in full prior to the initiation or annual renewal of Services. The annual subscription fee includes all hosting services, maintenance, support, upgrades and enhancements.

B. The failure of any Other Indiana Governmental Entity to make payment as required by its Purchase Order shall not be deemed a failure or breach by any other Indiana Governmental Entity or by the State. The Contractor shall look solely to the defaulting Indiana Governmental Entity for relief.

C. If the Governmental Entity terminates this Agreement or any pre-paid subscription for cause, the Governmental Entity may deduct or offset the pro-rated pre-paid subscription fees from any other payments due the Contractor.

6. CONTRACTOR'S WARRANTIES. The Contractor warrants and represents as follows:

A. Ownership. The Contractor is the owner of the Services or otherwise has the right to enter into this Agreement with the Governmental Entity to use the Services without violating any rights of any third party, and there is no actual or threatened suit by any such third party based on an alleged violation by the Contractor.

B. Business Requirements. The Contractor is aware of the Governmental Entity's requirements and intended uses for the Services. The Contractor warrants that the Services when configured in accordance with the applicable Statement of Work will substantially perform the functions as described therein.

C. Location of Governmental Entity Data within the United States. All of the Governmental Entity Data will be housed within the United States, and all systems administrators associated with this Agreement shall be located within the United States.

D. Security. The Contractor maintains its data security procedures as part of an information privacy, security policy and compliance plan consistent with Ind. Code§ 24-4.9-3-3.5. During the term of this Agreement, the security measures will not be less than those presented to the State. The Governmental Entity and the Contractor shall review these security measures on a regular basis and shall update them to conform to then-current industry standards. The Contractor warrants that the Services will comply with applicable CITS security policies and meet all applicable NIST standards. The Contractor will provide the Governmental Entity, on request, with results of FISMA compliance audits, SAS70 Type II audits, and ISO 27001 and 27002 audits.

E. Access to the Governmental Entity Data. The Contractor will not insert or activate any disabling codes or viruses into the Governmental Entity Data. The Contractor will not allow its employees to access the Governmental Entity Data except to facilitate the Services. The Contractor will perform a background check on its employees, including a review of the individual's criminal history (if any) on any individual it give access to the Governmental Entity Data. The Contractor will not grant access to the Governmental Entity Data if the background check or other information in the Contractor's possession would lead a reasonable person to suspect that the individual has committed identity theft or otherwise misused third party data or that the individual presents a threat to the security of the Governmental Entity Data.

F. Privacy. The Contractor will not share or disclose the Governmental Entity Data unless authorized in writing by the Governmental Entity to do so. The Contractor will not collect or disclose information on the Governmental Entity's individual users. The Contractor shall notify the Governmental Entity prior to disclosing to any third party information contained in its access logs. The Contractor shall notify the Governmental Entity prior to disclosing to any third party information contained in its access logs. The privacy obligations under this paragraph are in addition to the obligations of the Contractor set forth in paragraph 10 below ("Property and Ownership Rights - the Governmental Entity").

G. Protection against Misuse and Notification. The Contractor is aware of, and will comply with, all applicable federal and state laws and regulations regarding access to or use of the Governmental Entity Data. Should the Contractor become aware that any of the Governmental Entity Data was or may have been acquired by an unauthorized person, the Contractor shall immediately notify the Governmental Entity, the Indiana Attorney General's Identity Theft Unit, and appropriate Federal authorities of any suspected misuse or security breach, shall conduct prompt investigations of alleged misuses or security breaches, and shall cooperate fully with the designees of the State or Federal authorities to investigate suspected misuse(s) or security breach(es), and/or to address related issues and concerns. The Contractor shall be responsible for paying the costs of all notices required to be given under federal or state law, including Ind. Code§ 4-1-10 and Ind. Code§ 24-4.9-3 unless the unauthorized disclosure was caused by the Governmental Entity. The remedies and obligations set forth in this subparagraph are in addition to any others the Governmental Entity may have.

7. INTELLECTUAL PROPERTY INDEMNIFICATION.

A. The Contractor shall defend the Governmental Entity from and against any and all third-party claims, demands, suits or causes of action arising from or relating to any alleged or actual infringement by any Services of any third-party intellectual property right (an "Indemnified Claim") and pay the damages and costs finally awarded against the Governmental Entity or agreed upon in settlement in such actions, provided (i) the Governmental Entity notifies the Contractor in writing promptly upon learning that such a claim may be asserted, but in any case not later than ten (10) business days after the Governmental Entity receives notice of such lawsuit; (ii) subject to I.C. § 4-6-2 and I.C. 34-13-3 (the Indiana Tort Claims Act), the Governmental Entity grants the Contractor sole control over the defense of such claim and any negotiation for its settlement or compromise; (iii) the Governmental Entity accepts any remedial actions

reasonably provided by the Contractor under subparagraph b, below; and (iv) the Governmental Entity provides such assistance as the Contractor reasonably requests.

B. In the event of a claim under this paragraph, the Contractor shall have the right to: (i) procure for the Governmental Entity the right to continue using the Services, (ii) replace or modify the Services so it becomes non-infringing, provided the functionality of the Services does not change in any material respect, or (iii) remove all or the infringing part of the Services and refund to the Governmental Entity the fees actually paid by the Governmental Entity for the infringing components of the Services.

8. THE GOVERNMENTAL ENTITY'S RESPONSIBILITIES. The Governmental Entity will be responsible for:

A. All activity occurring under its users' accounts;

B. The accuracy, quality, integrity, and legality of the Governmental Entity Data;

C. Risks associated with the Governmental Entity's use of others' data which may be accessed via the Services, the accuracy of which is not the responsibility of Contractor;

D. Abiding by all applicable laws in connection with the Governmental Entity's use of the Services;

E. Notifying the Contractor immediately of any unauthorized use of any password or account or any other known or suspected breach of security

F. Making payments as required under this Agreement;

G. Providing the computer equipment and knowledge sufficient to access the Services.

9. PROPRIETARY RIGHTS - CONTRACTOR. All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to the Services will remain the exclusive property of the Contractor or its licensors, whether or not specifically recognized or perfected under applicable law. The Governmental Entity will not take any action that jeopardizes the Contractor's proprietary rights. The Governmental Entity acknowledges and agrees that it acquires no rights in the subscription Services except as provided in this Agreement. The Contractor and its licensors, as applicable, will own all rights in any copy of the Services or any derivative work, including any improvements or developments. The Governmental Entity agrees to take, at the Contractor's sole expense, any actions reasonably requested by the Contractor to perfect such rights in the Contractor's or an applicable licensor's name.

10. PROPERTY AND OWNERSHIP RIGHTS - THE GOVERNMENTAL ENTITY.

A. The Governmental Entity retains all right, title and interest in and to the Governmental Entity Data, which at all times is the exclusive property of the Governmental Entity. Without the Governmental Entity's prior written consent, the Contractor will not access or use the Governmental Entity Data other than as necessary to provide the Services, and will not give any third party access to the Governmental Entity Data.

B. In the event that the Contractor receives a request, whether by subpoena, court order, or otherwise, from another government agency or any third party to disclose the Governmental Entity Data, the Contractor shall immediately notify the Governmental Entity, and reasonably cooperate with the Governmental Entity in any effort to seek a protective order or otherwise to contest such required disclosure, at the Governmental Entity's expense.

11. AUDIT. The Contractor reserves the right to perform an annual audit on the Governmental Entity's use of the Services to determine the actual number of concurrent users accessing the Services per subscription during the term of the previous year. If an annual audit reveals that concurrent usage has been exceeded more than six (6) times per subscription, the Contractor will propose that additional subscriptions be acquired. The Governmental Entity will either purchase additional subscriptions or better manage the use of its existing subscriptions. If excess use is shown on a succeeding year's audit, the Contractor may adjust the annual subscription fee accordingly.

12. LIMITATION OF LIABILITY. The Contractor shall not be responsible for any special, indirect, or consequential damages.

13. TERMINATION FOR CAUSE. If, pursuant to the payment provisions in Section 5, the State is more than 60-days late, Contractor can change the State's access to "read-only" and if applicable, suspend the RMS ~~[Platinum]~~ [Gold] Tiered Support Program and Online University until such time as the State resolves its outstanding payment due. If State terminates this Agreement while in read-only access, then State must pay full amount of past due subscription fees prior to the return of the data to the State under Section 14.

14. CONTRACTOR'S OBLIGATIONS UPON EXPIRATION OR TERMINATION.

A. At the expiration or termination of this Agreement or any subscription, the Contractor shall provide the Governmental Entity with an electronic copy of its incident-related Governmental Entity Data in a mutually agreed-upon industry standard format based on NIEM standards. If the Governmental Entity requests non-standard conversion of the Governmental Entity Data, the Contractor will provide conversion at a price agreed upon by the parties. There is no limit on how long the Governmental Entity has to make the request for extraction of the data; however, the Governmental Entity shall pay then current rates for storage fees of the data to the Contractor. The Contractor shall not purge or erase the Governmental Entity Data until it has provided the Governmental Entity with such electronic copy.

B. After the Governmental Entity has acknowledged acceptance of the Governmental Entity Data in the agreed-upon industry standard format, the Contractor shall destroy or delete the Governmental Entity Data so that no copy of the Governmental Entity Data can be accessed or restored in any way.

15. RMS ~~[Platinum]~~ [Gold] Tiered Support Program Services. The RMS ~~[Platinum]~~ [Gold] Tiered Support Program Services set forth in Attachment 3 are subject to the terms and conditions of this Agreement. InterAct shall provide the RMS ~~[Platinum]~~ [Gold] Tiered Support Program in accordance with the RMS ~~[Platinum]~~ [Gold] Tiered Support Program table set forth on Attachment 3.

16. Online University. The Online University set forth in Attachment 4 are subject to the terms and conditions of this Agreement. InterAct shall provide the Online University in accordance with the Online University table set forth on Attachment 4.

17. Miscellaneous Provisions.

- a. Attachment. Each of the attachments listed below shall be incorporated into and shall for all purposes be deemed a part of this Agreement:

Attachment 1 - Subscription Services
Attachment 2 - InterAct Online RMS Standard Support SLA
Attachment 3 - RMS [Platinum] [Gold] Tiered Support Program
Attachment 4 - Online University

ACKNOWLEDGEMENT AND AGREEMENT

The party signing below represents and warrants that: (i) he/she is an authorized representative of the Governmental Entity identified below; (ii) he/she is ordering off the QPA on behalf of the Governmental Entity and that such purchase has been duly authorized by the Governmental Entity; (iii) he/she has read the terms and conditions of this Agreement, the Contract and the QPA and is authorized to agree to such terms and conditions on behalf of the Governmental Entity; and (iv) the Governmental Entity shall be liable to InterAct for all obligations of such Governmental Entity related to its exercise of its purchase rights under this Agreement, the Contract and the QPA, including the obligations to make timely payments to InterAct.

Accepted and Agreed to:
City of Goshen, IN-Police Dept.
(the "Governmental
Entity")

BY: _____
Name Printed: Gina M. Leichty
Title: Mayor
Date: _____

Attachment 1

Subscription Services

Per InterAct Quotation/Order Form No: Q-05249-1, dated 3-17-2025

Attachment 2

InterAct Online RMS Standard Support SLA

Severity	Severity Description	Standard Support	Enhanced Support	Premium Support
Priority 1 - Critical	<ul style="list-style-type: none"> The problem critically impacts the Client's ability to do business (mission critical usability problems) The system is down/inaccessible Results in corruption or loss of data No known workaround or solution to the problem at the time the call is logged 	Same business day as report received	30 minute response business hour response via Phone Submission	30 minute response via Phone Submission
Priority 2 - Major	<ul style="list-style-type: none"> Prevents the use of an explicitly documented major function of the software A significant number of users are unable to use the system. EXISTING User logon Issues No known workaround or solution to the problem at the time the call is logged 	Same business day as report received	2 hour response business hour response via Phone Submission	2 hour response via Phone Submission
Priority 3 - Medium	<ul style="list-style-type: none"> It does not meet the criteria of a priority 1 or priority 2 Product does not work as explicitly documented Non-mission critical usability Issues (e.g. printing) 	8 business hour response	8 business hour response	8 business hour response
Priority 4 - Minor	<ul style="list-style-type: none"> It does not meet the criteria of previous priorities The problem is minor and negligibly impacts the Customer's ability to do business. Routine priorities also include questions and/or general consultation. Documentation errors New user set-up New instance/schema set-up Data load (example: Citation codes) Installation Issues/Access set-up (new user, new machine, new method) 	5 business day response	5 business day response	5 business day response

Business Hours are Monday through Friday from 8:00am to 5:00pm EST except posted holidays.



CALIBER
Public Safety

Attachment 3 RMS [Platinum] [Gold] Tiered Support

All Product Services Package	GOLD	PLATINUM
Caliber Online University annual passes	8	16
Limited Training Assistance – assist with configuration & organizational changes (virtual)	✓	✓
Two admissions to 2018 Customer Conference Event <ul style="list-style-type: none"> Platinum/Gold customer name-tag Platinum/Gold client appreciation reception 	✓	✓
Quarterly virtual meetings with client <ul style="list-style-type: none"> Customer Status & Health Review Current Status of Agency & Needs Product & Ticket Satisfaction Reviews 	✓	✓
Bi-Annual onsite meeting with client <ul style="list-style-type: none"> May include product management, technician or executive staff Will also include health checks 		✓
Up to 16 hours of Technical Services for minimal IT related needs to be performed remotely – (e.g. Caliber Software reload on new hardware)		✓
RMS	GOLD	PLATINUM
Security Consultation – Annual Consultation Work per hour <ul style="list-style-type: none"> Additional consultation hours can be purchased as a professional service. Security consultation includes but is not limited to CJIS audit questions, hosting security questions, or security audits. (RMS) 	4	8
RMS Upload attachment storage size increase in MB; (vs. the standard 10 MB). <ul style="list-style-type: none"> The file type limitation will remain in place. E.G. No audio or video files (RMS) 	20 MB	30 MB
Report Consultation – Up to 8 hours of Custom report development annually (RMS)	✓	✓
Specialized Agency NIBRS Clerk training on how to validate and generate a NIBRS compliant submission file from the Online RMS (Online Training – 2 - 4 hours) (RMS)	✓	✓
Technical configuration assistance to validate Online RMS Offense codes and NIBRS code tables (Online review 4 – 8 hours). (RMS)	✓	✓

- Customer's procurement of a Gold or Platinum Tiered Support Program for multiple products, i.e. CAD/Mobile and RMS, entitles Customer to one (1) "All Product's Services Package".
- Quotes can be provided for on-site assessments and assistance.
- All Travel for on-site visits are billed to client
- All Services included in the package must be utilized within the term of the tiered support subscription or they will be forfeited.
- Customer will receive Platinum/Gold Plaque

Attachment 4

Online University

Online University Annual Subscription (8 sessions, 2 attendees per Subscription)

Online University Annual Subscription (14 sessions, 2 attendees per Subscription)

Sessions will be available in a virtual environment and are limited to the number of staff specified per session and only for the confirmed subscriber. No refunds allowed. If a pre-paid session is cancelled within fifteen (15) days prior to session start date, a future occurrence credit will be issued for the same course or of equal or lesser value. There will be no refunds or credits issued for incomplete sessions. Network connectivity and system compatibility to participate in the virtual session is the responsibility of the subscriber.

Exhibit #3

Unsafe Building Resolution – Staff Final Report

208 Queen Street, Goshen
December 4, 2025

Summary

- Multitude of enforcement efforts for the property, going back decades, including
 - 2011 Agreement
 - 2013 Agreement
 - 2015 Legal action – multiple findings of contempt and fines in 2016, 2017, and 2018
- Building Commissioner issued Order requiring demolition November 2023. Affirmed by BOW February 2024.
- Multiple changes in ownership
 - Davidhizar sold the property at auction in January 2024, acquired by Leopoldo Mendoza.
 - When Mendoza was unable to show adequate progress at the property, additional BOW action in Sept/Oct 2024 led to sale of property Artisan Investment Group
- Artisan completed various repairs and renovation, with reviewed by the BOW in November 2024, March 2025, and June 2025.
- Property has been fully rehabilitated. Order of Rescission issued by Building Commissioner

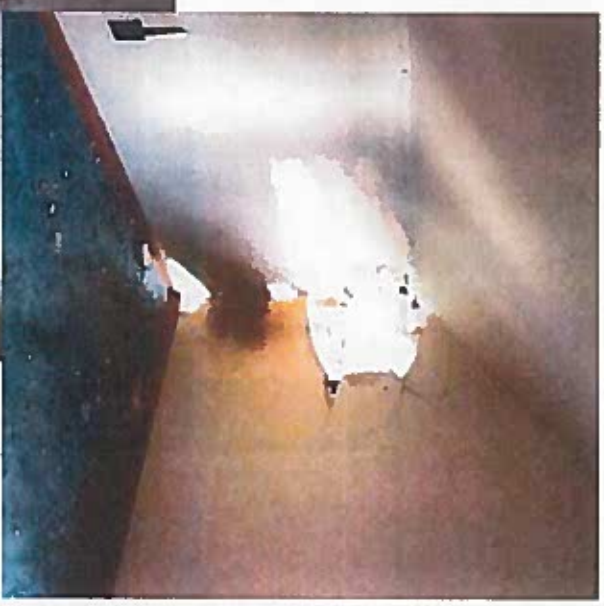
Before Photographs



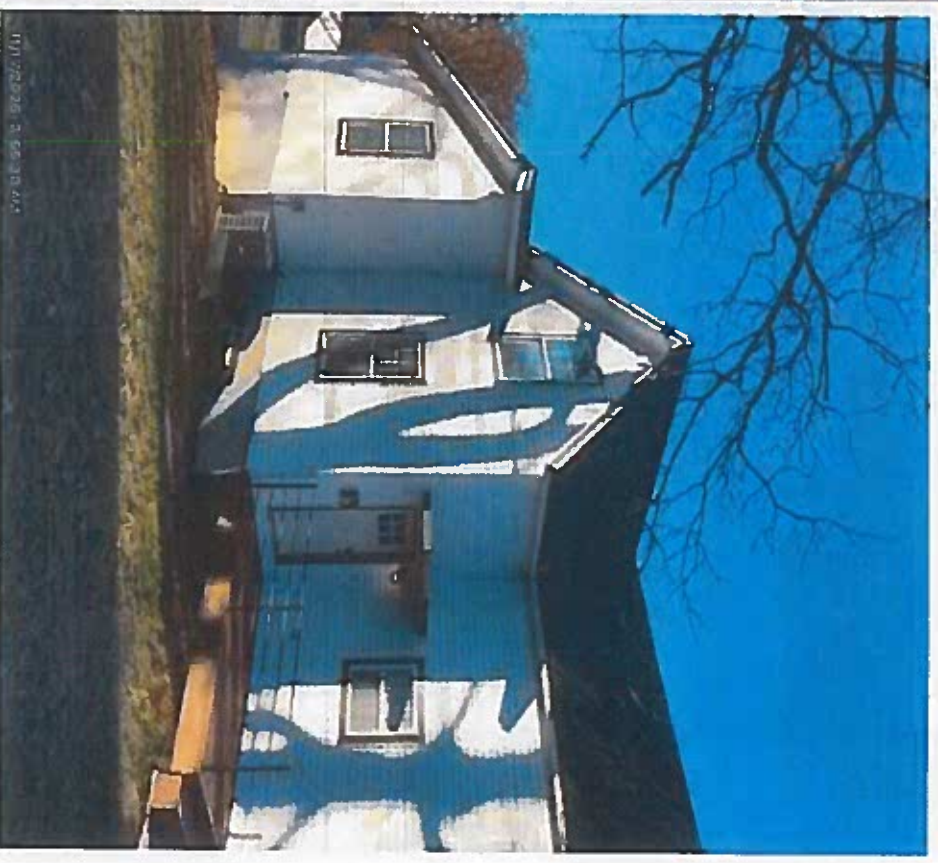
Before Photographs



Before Photographs



After Photographs



After Photographs



After Photographs



After Photographs



Conclusion

- The remediation process for took two years from the first demolition order with the City's more aggressive stance against blighted properties, but the property has been an ongoing compliance issue for over 30 years.
- However, the matter has now been fully resolved with a full rehabilitation of the subject property.

