



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., SEPTEMBER 24, 2026

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

To access online streaming of the meeting, go to <https://goshen.in.gov/events/>

Call to Order by Mayor Gina Leichty

Approval of Minutes: September 17, 2026 meeting

Approval of Agenda

1) Police/Legal Departments request: Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Spencer Macoie Brubacher, dated March 17, 2026, to serve as a Probationary Patrol Officer

2) Police Department request: Approve the hiring of Spencer Brubacher as a Probationary Police Officer, retroactive to Friday, Sept. 18, 2026

3) Police/Legal Departments request: Approve Resolution 2026-19, Approving Revised City of Goshen Police Department Policies and Repealing Certain Policies, effective Oct. 1, 2026

4) Eric and Kimberly Kurtz request: Approve a request for a connection to City water and sewer service for an accessory building at 201 North 22nd Street

5) Shanklin Millrace neighborhood request: Approve the closure of the northern half of the 700 Block of Emerson Street, from West Douglas Street to the alleyway between Douglas and Garfield, from 9 a.m. to 2 p.m. on Oct. 3, 2026 for the annual block party

6) Post Youth Center request: Approve the temporary closure of a portion of 6th Street, adjacent to 301 East Lincoln Avenue, from 4 p.m. to 9 p.m. on Saturday, Sept. 26, 2026 for the Post's Kick-Off for Kids community fundraising event

7) St. John the Evangelist Catholic Church request: To allow parishioners to safely enjoy the festival in the parish school parking lot, approve the partial closure of Third Street, from noon until 11 p.m. on Saturday, Oct. 3, 2026 during the annual parish festival

8) GME Testing request: Approve a lane closure on Virginia Street and Park Avenue on Oct. 1, 2026 during work to obtain soil borings for a reconstruction project

9) Encore Construction Concepts request: Approve construction of a retaining wall in the City's right-of-way on the northwest corner of 604 North 5th Street



10) Legal Department request: Adopt Resolution 2026-18, Interlocal Memorandum of Understanding for 2026 Edward Byrne Memorial Justice Assistance Grant Formula Program

11) Legal Department request: Approve and ratify the Mayor's execution of the Transit Services Agreement with the Michiana Area Council of Governments (MACOG) for \$85,000 in local matching funds to be used for the transit program's administration, operation, and capital equipment needs in 2026

12) Legal Department request: Approve and ratify the Mayor's execution of the Memorandum of Understanding with the St. Joseph River Basin Commission for water level monitoring

13) Legal Department request: Approve Resolution 2026-20, Authorizing Execution of Documents and Sale, Purchase, and Development of Real Estate Agreement, and authorize the Mayor to execute the Agreement on the City's behalf

14) Engineering Department request: Approve the contract with Evergreen Roadworks, LLC for the 2026 Chip and Seal Project C in the amount of \$577,625.86

15) Engineering Department request: Approve the road closure of Chicago Avenue, Monday, Sept. 28, 2026 through Friday, Oct. 9, 2026, for pavement reconstruction

16) Engineering Department request: Approve the road closure of River Race Drive, from Sept. 28, 2026 to Oct. 21, 2026, to accommodate road construction operations

17) Engineering Department request: Approve the southbound lane closure on Century Drive, from College Avenue to Eisenhower Drive, until Saturday, Nov, 21, 2026

18) Engineering Department request: Approve the re-scheduled lane closure using temporary traffic signals on College Avenue, east of the bridge over Horn Ditch, from Oct. 5 through Oct. 16, 2026 for the NIPSCO gas utility relocation (JN: 2019-0022)

19) Stormwater Department request: Accept the post-construction stormwater management plan for Zollinger Subdivision as it has been found to meet the requirements of City Ordinance 5228

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE SEPTEMBER 17, 2026 CLAIMS REVIEW & APPROVAL MEETING
Convened in the Goshen Police Building, 111 East Jefferson St., Goshen, Indiana

Present: Mayor Gina Leichty, Mike Landis, Orv Myers, Mary Nichols and Barb Swartley (none absent)

Call To Order: Mayor Leichty called the meeting to order at 4:00 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the Sept. 10, 2026 meeting as prepared by Clerk-Treasurer Richard R. Aguirre. 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: Mayor Leichty presented the agenda with added agenda item #1, *Engineering Department request: Approve the lane restriction on southbound Ferndale Road from County Home Road to Lincolnway East/US 33 from Monday, Sept. 21, until Friday, Oct. 2, 2026.* Board member Landis made a motion to approve the agenda as amended. Board member Swartley seconded the motion. The motion passed 5-0.

1) Engineering Department request: Approve the lane restriction on southbound Ferndale Road from County Home Road to Lincolnway East/US 33 from Monday, Sept. 21, until Friday, Oct. 2, 2026

City Civil Engineer Brad Minnick said DEI Corp. requested lane restrictions for the First Federal Savings Bank Outlot project on southbound Ferndale Road, between County Home Road and Lincolnway East/US 33. DEI Corp will be providing traffic control. He said partial lane restrictions will occur between Sept. 21 and Oct. 2, 2026. A copy of the traffic control plan was provided to the Board.

NOTE: Before the meeting, the Engineering Department gave Board members a one-page memorandum, dated Sept. 17, 2026, with two pages of maps, explaining the request. (EXHIBIT #1)

Landis/Swartley made a motion to approve the lane restriction on southbound Ferndale Road, from County Home Road to Lincolnway East/US 33, from Monday, Sept. 21 until Friday, Oct. 2, 2026. Motion passed 5-0.

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

Mayor Leichty opened Privilege of the Floor at 4:03 p.m. There were no comments.

Approval of Civil City and Utility Claims

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

Adjournment

Mayor Leichty then adjourned the meeting at 4:03 p.m.

EXHIBIT 1: Before the meeting, the Engineering Department gave Board members a one-page memorandum, dated Sept. 17, 2026, with two pages of maps, explaining the request in added agenda item #1, Approve the lane restriction on southbound Ferndale Road from County Home Road to Lincolnway East/US 33 from Monday, Sept. 21, until Friday, Oct. 2, 2026



APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, Clerk-Treasurer



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

September 24, 2026

To: Goshen Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Goshen Police Department Conditional Offer of Employment Agreement with Spencer Macoie Brubacher

A conditional offer of employment was extended on behalf of the Board of Public Works and Safety to Spencer Macoie Brubacher for employment with the Goshen Police Department, and a Conditional Offer of Employment Agreement was entered into on March 17, 2026. It is recommended that the Board approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement.

Suggested Motion - Move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Spencer Macoie Brubacher dated March 17, 2026.

**GOSHEN POLICE DEPARTMENT
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into effective as of the latter date of the signatures hereon, by and between **Spencer Macoie Brubacher** ("Brubacher") and **City of Goshen, Indiana** ("City").

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

CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Brubacher employment as a probationary patrol officer with the Goshen Police Department. Brubacher accepts City's conditional offer of employment. City and Brubacher understand and agree that the offer of employment is contingent upon the following:

- (1) City may not currently have a personnel vacancy in the Goshen Police Department rank and file. Brubacher understands that a personnel vacancy in the rank and file of the Goshen Police Department may not currently exist. Although the Goshen Police Department is initiating the baseline statewide physical examination and baseline statewide mental examination, Brubacher understands that actual employment with the City of Goshen and Goshen Police Department will not occur until such time that a personnel vacancy is available and/or positions are being added to increase the number of police officers.
- (2) In accordance with Indiana Code § 36-8-3-21(b), Brubacher understands that Brubacher must meet the conditions for membership in the Indiana Public Retirement System's (INPRS) 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund) to be a firefighter with the Goshen Police Department. Brubacher agrees to complete the INPRS Application for Membership in the 1977 Fund (State Form 4928). All terms, conditions, and understandings set forth in the Application for Membership in the 1977 Fund are incorporated into this agreement by reference. Brubacher understands that the application requires Brubacher to authorize the release of medical information, the completion of a comprehensive general medical history and the completion of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the cost for Brubacher to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that Brubacher has certain preexisting condition(s) that would constitute an excludable medical condition (Class 3 medical condition), any reports or additional testing that may be required concerning the preexisting condition(s) shall be at Brubacher's expense. If additional reports and/or testing are required, Brubacher may elect to terminate this agreement by providing City notice in writing.
- (4) Brubacher understands that Brubacher must successfully pass the baseline statewide physical examination and the baseline statewide mental examination. In the event that Brubacher does not pass the physical and mental examinations, City withdraws this offer of employment, and Brubacher shall accept City's withdrawal and this agreement shall be terminated.
- (5) Brubacher understands that the INPRS Board of Trustees must approve Brubacher's Application for Membership to the 1977 Fund. If the INPRS Board of Trustees approves the Application for Membership to the 1977 Fund, the Goshen Police Department will request the Goshen Board of Public Works and Safety to ratify the execution of this agreement and approve the hiring of

Brubacher in a public meeting when a position opening becomes available in the Goshen Police Department. In the event that the INPRS Board of Trustees does not approve the Application for Membership in the 1977 Fund, and Brubacher does not appeal the decision, City withdraws this offer of employment, and Brubacher shall accept City's withdrawal and this agreement shall be terminated.

- (6) If Brubacher decides to decline employment with the City of Goshen and Goshen Police Department prior to the approved hiring in paragraph (5), Brubacher shall provide City notice in writing, and City shall withdraw this offer of employment and this agreement shall be terminated.

AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS

- (1) As a condition of employment with City and Goshen Police Department, Brubacher is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Brubacher agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Brubacher's first day of employment with Goshen Police Department.
- (2) As a further condition of employment, City and Goshen Police Department shall require and Brubacher agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Brubacher agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Brubacher will be paid for the time Brubacher spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Brubacher fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Brubacher's first day of employment with Goshen Police Department, Brubacher's employment with City and Goshen Police Department shall terminate.

AMENDMENT

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Works and Safety.

SEVERABILITY

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision and shall not affect any other provision of this agreement.

INDIANA LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

BINDING EFFECT

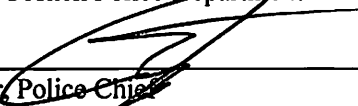
This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning the subject matter hereof.

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

City of Goshen, Indiana
Goshen Police Department



Jose Miller, Police Chief
or
Shawn Turner, Assistant Police Chief



Spencer Macoie Brubacher

Date: 3-17-2026

Date: _____

The terms and conditions of this agreement are approved, and the execution by the above individual on behalf of the City of Goshen, Indiana, Goshen Police Department, is ratified by the Goshen Board of Public Works and Safety on the date set forth below.

Gina M. Leichty, Mayor

Date: _____



Andy Stephenson
Chief of Police
Goshen Police Dept.
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: September 18, 2026

From: Andy Stephenson

Reference: Hiring of Probationary Police Officer

We respectfully request that the Board of Public Works & Safety approve the hiring of Spencer Brubacher as a Probationary Police Officer, effective Friday, September 18, 2026.

Mr. Brubacher has successfully completed the hiring process and has been approved by the local and state pension boards.

We are excited for him to begin serving the residents of the City of Goshen.

Respectfully,

A handwritten signature in black ink, appearing to be "A. Stephenson", written over a horizontal line.

Andy Stephenson



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
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Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
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Date: September 24, 2026

To: Board of Public Works and Safety

From: Bodie J. Stegelmann

Re: Resolution 2026-19, Approving 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 revisions to existing policies deemed appropriate due to legislative or other changed circumstances.

Attached to Resolution 2026-19 are redlined existing policies to show the revisions suggested. If the Board approves Resolution 2026-19, the redlines will be removed and the policies will be inserted into the Policy Manual in final form.

Suggested Motion: Move to approve Resolution 2026-19, Approving Revised City of Goshen Police Department Policies and Repealing Certain Policies, effective October 1, 2026.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2026-19**

**Approving 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 2025/09/05.

WHEREAS, as part of the process of keeping its policies up to date, the Police Department and Lexipol LLC staff have identified certain 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 revised policies identified below, and to repeal policies previously approved, separately identified below.

NOW, THEREFORE, BE IT RESOLVED THAT the Goshen Board of Public Works and Safety hereby adopts the following revised City of Goshen Police Department Policies, red-line versions of which are attached hereto and made a part hereof, effective October 1, 2026:

- 208 – LETB Uniform Statewide Defensive Tactics Training Program
- 410 – Emergency Detentions
- 414 – Immigration Violations
- 426 – Homeless Persons
- 504 – Operating While Intoxicated
- 802 – Records Maintenance and Release
- 805 – CJIS Access, Maintenance, and Security
- 900 – Temporary Custody of Adults
- 1000 – Recruitment and Selection

BE IT FURTHER RESOLVED that the Goshen Board of Public Works and Safety, upon the approval of the above-described City of Goshen Police Department Policies, hereby repeals the following current City of Goshen Police Department Policies, effective October 1, 2026:

- 208 – LETB Uniform Statewide Defensive Tactics Training Program
- 410 – Emergency Detentions

- 414 – Immigration Violations
- 426 – Homeless Persons
- 504 – Operating While Intoxicated
- 802 – Records Maintenance and Release
- 805 – CJIS Access, Maintenance, and Security
- 900 – Temporary Custody of Adults
- 1000 – Recruitment and Selection

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on September 24, 2026.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

LETB Uniform Statewide Defensive Tactics Training Program

208.1 ATTACHMENT

See attachment: [AMENDED-LETB](#) ~~-Uniform-~~ [_Statewide_Defensive_Tactics_Training](#)
~~Program~~

Attachments

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Attachments - 2

Attachment

Policy Manual

*****DRAFT*****

AMENDED-LETB-Statewide-DefensiveTactics- Training-Policy-APPROVED-2.17.26.pdf

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AMENDED-LETB-Statewide-
Defensive-Tactics-Training-Policy-
APPROVED-2.17.26.pdf - 3

*****DRAFT*****

	<i>LETB UNIFORM STATEWIDE POLICY</i>	Agency Policy/General Order Number:
	Subject: Uniform Statewide Defensive Tactics Training Program	
	Effective: February 17, 2026	Revised: February 17, 2026

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 and Program 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 trained in defensive tactics 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.

III. UNIFORM STATEWIDE DEFENSIVE TACTICS TRAINING PROGRAM

The Uniform Statewide Defensive Tactics Training Program (“Training Program”) requires that every Indiana law enforcement officer must train in the following mandatory categories annually to ensure Indiana’s law enforcement officers are skilled in defensive tactics.

- A. All law enforcement officers subject to mandatory in-service training must complete four (4) hours of active hands-on defensive tactics training in the following mandatory skills to satisfy the requirement established in IC 5-2-1-9 and 250 IAC 2-7-1:
 1. Strikes: Training in this mandatory skill will incorporate strikes that an officer may execute using hands, arms, elbows, knees, legs, feet, and/or head. These may include strikes from both a standing and grounded position.
 2. Standing Control Skills: Training in this mandatory skill will incorporate standing control and/or escape techniques. Clinches, takedowns, and standing escapes are fundamental elements of standing grappling that prepare an officer to control, transition, or disengage during a standing resistance situation.

3. Ground Fighting: Training in this mandatory skill will incorporate offensive and/or defensive techniques, including ground escapes, that an officer may use during a grounded confrontation.
4. Weapons Defense, Retention, and Use of Impact Weapon: Training in this mandatory skill will incorporate techniques that an officer may use to defend against an attempt to disarm, retain the officer's weapon(s), and/or use to gain compliance, defend an attack, or maintain control. Weapons include firearms, edged-weapons, intermediate weapons, and/or impact weapons. Training in this skill should include techniques from a standing and grounded position.

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, however, this may not be used for any portion of the required four (4) hours of in-service defensive tactics training.

- B. Defensive Tactics Instructors must develop a training program that incorporates the four (4) mandatory skills each year. In addition to the four (4) mandatory skills, instructors should use any remaining time within the four (4) annual hours to incorporate training in other defensive tactics skills to address the needs of the agency. The following skills may be incorporated as time allows:
 1. Blocks: Training in this skill includes defense against strikes thrown from the hands, arms, elbows, legs, knees, feet, and head, including blocks from both a standing and grounded position.
 2. Positioning: Training in this skill includes positioning techniques to gain or maintain control over an individual.
 3. Subject Control, Displacement, Transition: Training in this skill includes techniques used to gain or maintain control over an individual.
 4. Scenario-based Training: Training in this area should include use of force decision-making practice and incorporate two or more additional skills in a scripted dynamic scenario.
 5. Handcuffing: Training in this skill should include handcuffing practice in standing, kneeling, and prone positions.
 6. Vascular Neck Restraint: 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. Training in this skill will continue the education officers received during basic training including the

effective and safe use of the technique to gain compliance and escape techniques for officers.

Agencies using Vascular Neck Restraint must conduct annual hands-on training to ensure proper application during active resistance.

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7. Any additional defensive tactics skill developed by an approved training provider for use by a law enforcement officer.
- C. To ensure that officers are competent and knowledgeable in defensive tactics, each officer shall correctly demonstrate and explain each skill trained for successful completion of the inservice requirement. Defensive Tactics Instructors shall affirm that each officer in attendance demonstrated a clear understanding of the defensive tactics skills trained or provide remedial training until the officer correctly demonstrates his/her understanding. An officer who fails to successfully complete the training by the end of the calendar year will lose law enforcement authority until the training is successfully completed.
- D. The LETB, through the Executive Director of the Indiana Law Enforcement Academy or designee, may waive the active participation requirement of the mandatory defensive tactics inservice training only for officers on limited duty status, as reflected in ACADIS. Waiver will only be available to officers whose limited duty status will continue for the remainder of the calendar year. The waiver must be requested by the chief executive officer or training coordinator of the law enforcement agency, office, or department and the request should include the anticipated duration of the officer's limited duty.

IV. CERTIFIED INSTRUCTORS

- A. Psychomotor skill instructors certified in defensive tactics must complete a LETB-approved instructor course(s) that provides instructor-level training in the mandatory defensive tactics skills and receive a certificate as a Defensive Tactics Instructor.
- B. Indiana Law Enforcement Academy ("ILEA") Defensive Tactics Instructors will be responsible for reviewing and approving all defensive tactics training provider applications. ILEA is responsible for maintaining the list of LETB-approved defensive tactics instructor programs and shall maintain updated copies of any approved program for review.
- C. All Defensive Tactics training providers must notify ILEA of any changes to the approved program and provide an updated instructor manual to maintain approval status as a LETB-approved course for in-service training and LETB Defensive Tactics Instructor certification.
- D. Defensive Tactics Instructors must hold a valid and current certification in a LETB-approved instructor course to provide defensive tactics in-service training and may not provide instruction outside of their certified program(s).

- E. Defensive Tactics Instructors must maintain a lesson plan that documents the skills trained and practiced during in-service training as well as the training objectives. The lesson plan must be maintained by the law enforcement agency and/or the Defensive Tactics Instructor for a minimum of three (3) years from the date of training, a copy of which shall be provided to the LETB upon request.
- F. Instructors are responsible for accurately documenting any in-service training provided to maintain their LETB instructor certificate.

Emergency Detentions

410.1 PURPOSE AND SCOPE

This policy provides guidelines for when officers may place a person under emergency detention.

410.1.1 DEFINITIONS

Definitions related to this policy include:

Emergency detention - When an individual is involuntarily detained by an officer for immediate hospitalization 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.

Gravely disabled - An individual who, due to mental illness, is in danger of coming to harm because they (I.C. § 12-7-2-96):

- (a) Are unable to provide for their food, clothing, shelter, or other essential needs.
- (b) Have a substantial impairment or an obvious deterioration of judgment, reasoning, or behavior that results in an inability to function independently.
- (c) Lack fixed, regular, and adequate shelter, resulting in their remaining outdoors in places that are not intended to be used for sleeping during weather conditions that are likely to result in death or serious physical injury when shelter or mental health services have been offered and are available.

410.2 POLICY

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

An officer may apprehend and transport an individual to the appropriate facility in the following circumstances:

- (a) There is 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

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.

Goshen Police Department

Policy Manual

Emergency Detentions

- (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.

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 detention 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

Transport for any individual for emergency 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.

410.6 TRANSFER TO APPROPRIATE FACILITY

Upon arrival at the facility, the officer will escort the individual into a treatment area designated by a facility staff member. If the individual is not seeking treatment voluntarily, the officer should 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.

Absent exigent circumstances, the transporting officer should not assist facility staff with the admission process, including restraint of the individual. However, if the individual is transported and delivered while restrained, the officer may assist with transferring the individual to facility restraints and will be available to assist during the admission process, if requested. Under normal circumstances, officers will not apply facility-ordered restraints.

410.7 DOCUMENTATION

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

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.

Goshen Police Department

Policy Manual

Emergency Detentions

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 themselves 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.

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

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)).

Immigration Violations

414.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines to members of the Goshen Police Department relating to immigration and interacting with federal immigration officials.

414.2 POLICY

It is the policy of the Goshen Police Department that all members make personal and professional commitments to equal enforcement of the law and equal service to the public. Confidence in this commitment will increase the effectiveness of this department in protecting and serving the entire community and recognizing the dignity of all persons, regardless of their national origin or immigration status.

414.3 VICTIMS AND WITNESSES

To encourage crime reporting and cooperation in the investigation of criminal activity, all individuals, regardless of their immigration status, must feel secure that contacting or being addressed by members of law enforcement will not automatically lead to immigration inquiry and/or deportation. While it may be necessary to determine the identity of a victim or witness, members shall treat all individuals equally and not in any way that would violate the United States or Indiana constitutions (I.C. § 5-2-18.2-8).

An officer may not request verification of the citizenship or immigration status of an individual from federal immigration authorities if the individual is only reporting a crime or is a victim or witness to a crime (I.C. § 5-2-20-3).

414.4 DETENTIONS

An officer should not detain any individual, for any length of time, for a civil violation of federal immigration laws or a related civil warrant.

An officer who has been requested for assistance by a Federal Agency and who has a reasonable suspicion that an individual already lawfully contacted or detained has committed a criminal violation of federal immigration law may detain the person for a reasonable period of time in order to contact federal immigration officials to verify whether an immigration violation is a federal civil violation or a criminal violation. If the violation is a criminal violation, the officer may continue to detain the person for a reasonable period of time if requested by federal immigration officials (8 USC § 1357(g)(10)). No individual who is otherwise ready to be released should continue to be detained only because questions about the individual's status are unresolved.

If the officer has facts that establish probable cause to believe that a person already lawfully detained has committed a criminal immigration offense, he/she may continue the detention and may request a federal immigration official to respond to the location to take custody of the detained person (8 USC § 1357(g)(10)).

Immigration Violations

An officer is encouraged to forgo detentions made solely on the basis of a misdemeanor offense when time limitations, availability of personnel, issues of officer safety, communication capabilities, or the potential to obstruct a separate investigation outweigh the need for the detention.

An officer should notify a supervisor as soon as practicable whenever an individual is being detained for a criminal immigration violation.

414.4.1 SUPERVISOR RESPONSIBILITIES

When notified that an officer has detained an individual and established reasonable suspicion or probable cause to believe the person has violated a criminal immigration offense, the supervisor should determine whether it is appropriate to:

- (a) Transfer the person to federal authorities.
- (b) Lawfully arrest the person for a criminal offense or pursuant to a judicial warrant (see the Law Enforcement Authority Policy).

414.5 ARREST NOTIFICATION TO IMMIGRATION AND CUSTOMS ENFORCEMENT

Generally, an officer should not notify federal immigration officials when booking arrestees at a jail facility. Any required notification will be handled according to jail operation procedures. No individual who is otherwise ready to be released should continue to be detained solely for the purpose of notification.

414.6 FEDERAL REQUESTS FOR ASSISTANCE

Requests by federal immigration officials for assistance from this department should be directed to a supervisor. The Department may provide available support services, such as traffic control or peacekeeping efforts.

414.7 INFORMATION SHARING

No member of this department will prohibit, or in any way restrict, any other member from doing any of the following regarding the citizenship or immigration status, lawful or unlawful, of any individual (8 USC § 1373; I.C. § 5-2-18.2-3):

- (a) Sending information to, or requesting or receiving such information from, federal immigration officials
- (b) Maintaining such information in department records
- (c) Exchanging such information with any other federal, state, or local government entity
- (d) Exercising any duty to cooperate with state or federal agencies as provided in I.C. § 5-2-18.2-7:

1. Upon arrest of an individual for a felony or misdemeanor, an officer should notify the jail staff at intake if there is probable cause to believe the person is not lawfully present in the United States.

(e) [Gathering information within the limits of applicable federal or state law or policy](#)

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Immigration Violations

414.7.1 IMMIGRATION DETAINERS

No individual should be held based solely on a federal immigration detainer under 8 CFR 287.7 unless the person has been charged with a federal crime or the detainer is accompanied by a warrant, affidavit of probable cause, or removal order. Notification to the federal authority issuing the detainer should be made prior to the release.

414.8 U VISA AND T VISA NONIMMIGRANT STATUS

Under certain circumstances, federal law allows temporary immigration benefits, known as a U visa, to victims and witnesses of certain qualifying crimes (8 USC § 1101(a)(15)(U)).

Similar immigration protection, known as a T visa, is available for certain qualifying victims of human trafficking (8 USC § 1101(a)(15)(T)).

Any request for assistance in applying for U visa or T visa status shall be forwarded to the Elkhart County Prosecutors Office for review and considered per County directive issued by the Elkhart County Prosecutors Office.

Homeless Persons

426.1 PURPOSE AND SCOPE

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

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

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.

426.4 FIELD CONTACTS

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

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.

426.4 HOMELESS STREET CAMPING ON PUBLIC PROPERTY

Upon discovering a homeless person who is street camping, the officer shall (I.C. § 36-1-31.5):

- (a) First determine whether there are reasonable grounds for emergency detention (See Mental Health Issues subsection of this policy).
- (b) If there are no grounds for emergency detention, the officer shall issue a warning and provide the person with information where services or shelters are located (See Field Contacts subsection of this policy).
- (c) If the person fails to move in the time and distance required by I.C. § 36-1-31.5, they may be charged with violating the street camping law.

Homeless Persons

Street camping for the purpose of this section is the use of public property for camping, sleeping, or long-term shelter when the property has not been authorized for that purpose (I.C. § 36-1-31.5-1).

426.5 MENTAL HEALTH ISSUES

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 an emergency detention when facts and circumstances reasonably indicate such a detention is warranted (see the Emergency Detentions Policy).

426.6 PERSONAL PROPERTY

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

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.

Operating While Intoxicated

504.1 PURPOSE AND SCOPE

This policy provides guidance to those department members who play a role in the detection and investigation of drivers operating vehicles while intoxicated (OWI).

504.2 POLICY

The Goshen Police Department is committed to the safety of the roadways and the community and will pursue fair but aggressive enforcement of Indiana's OWI laws.

504.3 INVESTIGATIONS

The Patrol Division Chief will develop and maintain, in consultation with the prosecuting attorney, report forms with appropriate checklists to assist investigating officers in documenting relevant information and maximizing efficiency. Any OWI investigation will be documented using these forms. Information documented elsewhere on the form does not need to be duplicated in the report narrative. Information that should be documented includes, at a minimum:

- (a) The field sobriety tests (FSTs) administered and the results.
- (b) The officer's observations that indicate impairment on the part of the individual, and the officer's health-related inquiries that may help to identify any serious health concerns (e.g., diabetic shock).
- (c) Sources of additional information (e.g., reporting party, witnesses) and their observations.
- (d) Information about any audio and/or video recording of the individual's driving or subsequent actions.
- (e) The location and time frame of the individual's vehicle operation and how this was determined.
- (f) Any prior related convictions in Indiana or another jurisdiction.

504.4 FIELD TESTS

The Patrol Division Chief should identify standardized FSTs and any approved alternate tests for officers to use when investigating violations of Indiana OWI laws.

504.5 CHEMICAL TESTS

A person implies consent to a chemical test or tests, and to providing the associated chemical sample, under any of the following (I.C. § 9-30-6-1 et seq.; I.C. § 9-30-7-2):

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(a) The officer has probable cause to believe that the person has committed an offense under any of the following:

1. OWI (I.C. § 9-30-5-1 et seq.)
2. Implied Consent (I.C. § 9-30-6-1 et seq.)
3. Circuit Court Alcohol Abuse Deterrent Programs (I.C. § 9-30-9-1 et seq.)
4. Open Alcoholic Beverage Containers/Consumption of Alcohol in Motor Vehicles (I.C. § 9-30-15-1 et seq.)

An officer may administer more than one chemical test during the course of an OWI investigation (I.C. § 9-30-6-2; I.C. § 9-30-7-3).

If a person withdraws this implied consent, or is unable to withdraw consent (e.g., the person is unconscious), the officer should consider implied consent revoked and proceed as though the person has refused to provide a chemical sample.

[An officer shall offer a chemical test that includes a blood test to any person they have reason to believe operated a vehicle that was involved in a fatal accident \(I.C. § 9-30-7-3\).](#)

504.5.1 STATUTORY NOTIFICATIONS

Officers should advise a person that in order to comply with the implied consent laws of Indiana, the person must submit to each chemical test offered (I.C. § 9-30-6-2).

504.5.2 BREATH SAMPLES

The Patrol Division Chief shall ensure that all devices used for the collection and analysis of breath samples are properly serviced and tested, and that a record of such service and testing is properly maintained.

Officers obtaining a breath sample should monitor the device for any sign of malfunction. Any anomalies or equipment failures should be noted in the appropriate report and promptly reported to the Patrol Division Chief.

504.5.3 BLOOD SAMPLES

Only persons authorized by law to draw blood shall collect blood samples. The blood draw should be witnessed by the assigned officer. No officer, even if properly certified, should perform this task (I.C. § 9-30-6-6).

Officers should inform an arrestee that if he/she chooses to provide a blood sample, a separate sample can be collected for alternate testing. Unless medical personnel object, two samples should be collected and retained as evidence, so long as only one puncture is required.

The blood sample shall be packaged, marked, handled, stored and transported as required by the testing facility.

If an arrestee cannot submit to a blood draw because he/she has a bleeding disorder or has taken medication that inhibits coagulation, he/she shall not be required to take a blood test. Such inability to take a blood test shall not be considered a refusal. However, that arrestee may be required to complete another available and viable test.

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504.5.4 PORTABLE BREATH TEST

A portable breath test (PBT) may be offered when an officer has reasonable suspicion to believe that a person is OWI. Officers should use caution if the subject has been involved in an accident resulting in actual or imminent death, or serious bodily injury. The PBT may be considered by local courts as the one (1) test allowed by law. Officers should confer with investigators prior to administering a preliminary breath test. (I.C. § 9-30-7-2; I.C. § 9-30-7-3).

504.6 REFUSALS

When an arrestee refuses to provide a chemical sample, officers (I.C. § 9-30-6-7; I.C. § 9-30-6-

- 8): (a) Should advise the arrestee of the requirement to provide a sample.
- (b) Should audio- and/or video-record the admonishment and the response when it is practicable.
- (c) Shall document the refusal in the appropriate report.
- (d) Shall prepare a probable cause affidavit to be forwarded to the prosecuting attorney of the county where the alleged offense occurred.

504.6.1 STATUTORY NOTIFICATIONS UPON REFUSAL

Upon refusal to submit to a chemical test, officers shall inform the person that refusal will result in the suspension of his/her driving privileges and take possession of the person's driver's license or permit. The officer shall issue the person a receipt (I.C. § 9-30-6-7).

504.6.2 BLOOD SAMPLE WITHOUT CONSENT

A blood sample may be obtained from a person who refuses a chemical test when any of the following conditions exist:

- (a) A search warrant has been obtained.
- (b) The officer can articulate that exigent circumstances exist. Exigency does not exist solely because of the short time period associated with the natural dissipation of alcohol or controlled or prohibited substances in the person's bloodstream. Exigency can be established by the existence of special facts, such as a lengthy time delay resulting from an accident investigation or medical treatment of the person.
1. An exigent circumstance occurs when the officer has probable cause to believe that the person has violated OWI laws and has been involved in an accident that caused serious bodily injury or death of another and the offense occurred no more than three hours prior to the sample being requested (I.C. § 9-30-6-6).

504.6.3 FORCED BLOOD SAMPLE

If an arrestee indicates by word or action that he/she will physically resist a blood draw, the officer should request a supervisor to respond.

The responding supervisor should:

- (a) Evaluate whether using force to obtain a blood sample is appropriate under the circumstances.

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- (b) Ensure that all attempts to obtain a blood sample through force cease if the person agrees to, and completes, a viable form of testing in a timely manner.
- (c) Advise the person of his/her duty to provide a sample (even if this advisement was previously done by another officer), and attempt to persuade the individual to submit to providing such a sample without physical resistance.
 - 1. This dialogue should be recorded on audio and/or video when appropriate and practicable.
- (d) Ensure that the blood sample is taken in a medically approved manner (I.C. § 9-30-6-6).
- (e) Ensure that the forced blood draw is recorded on audio and/or video when appropriate and practicable.
- (f) Monitor and ensure that the type and level of force applied appears reasonable under the circumstances (I.C. § 9-30-6-6):
 - 1. Unless otherwise provided in a warrant, force should generally be limited to handcuffing or other restraint methods.
 - 2. In misdemeanor cases, if the arrestee becomes violent or more resistant, no additional force will be used and a refusal should be noted in the report.
 - 3. In felony cases, force which reasonably appears necessary to overcome the resistance to the blood draw may be permitted. An officer in situations involving resistance which would result in the use of force, should seek guidance from a supervisor, investigator, or the on-call prosecutor.
- (g) Ensure the use of force and methods used to accomplish the collection of the blood sample are documented in the related report.

If a supervisor is unavailable, officers are expected to use sound judgment and perform the duties of a supervisor, as set forth above.

504.7 ARREST AND INVESTIGATION

If an officer has probable cause to believe that a person committed an OWI offense, the person may be arrested. However, if the chemical test results in prima facie evidence that the person is intoxicated, the person shall be arrested for an OWI offense (I.C. § 9-30-6-3).

504.7.1 TIME TO ADMINISTER TEST

All chemical tests shall be administered to a person within three hours after an officer has made the determination that the person is OWI or that the person has been involved in an accident resulting in serious bodily injury, or actual or imminent death (I.C. § 9-30-6-2; I.C. § 9-30-6-6; I.C. § 9-30-6-7).

504.7.2 MEDICAL TEST RESULTS

For the criminal investigation, officers should obtain chemical test results conducted by medical personnel acting under the direction or protocol of a physician. The test results shall be provided

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to an officer even if the person has not consented or authorized his/her release (I.C. § 9-30-6-6).

504.8 RECORDS SECTION RESPONSIBILITIES

The Administrative Assistant will ensure that all case-related records are transmitted according to current records procedures and as required by the prosecuting attorney's office.

Records Maintenance and Release

802.1 PURPOSE AND SCOPE

This policy provides guidance on the maintenance and release of department records. Protected information is separately covered in the Protected Information Policy.

802.2 POLICY

The Goshen Police Department is committed to providing public access to records in a manner that is consistent with the Indiana Public Records Act (I.C. § 5-14-3-1 et seq.).

802.3 CUSTODIAN OF RECORDS RESPONSIBILITIES

The Chief of Police shall designate a Custodian of Records. The responsibilities of the Custodian of Records include but are not limited to:

- (a) Managing the records management system for the Department, including the retention, archiving, release, and destruction of department public records.
 - 1. The retention and disposal of public records shall be in accordance with I.C. § 5-15-1-1 et seq. and the Indiana Archives and Records Administration (IARA) schedule for Public Safety Agencies.
- (b) Maintaining and updating the department records retention schedule, including:
 - 1. Identifying the minimum length of time the Department must keep records.
 - 2. Identifying the department division responsible for the original record.
- (c) Establishing rules regarding the inspection and copying of department public records as reasonably necessary for the protection of such records and ~~to~~ regulating any material interference with the regular discharge of the functions or duties of the Department and its members (I.C. § 5-14-3-7).
- (d) [Determining how the department's website may be used to receive public records requests consistent with state law \(I.C. § 5-14-3-3.3; I.C. § 5-14-3-11\).](#)
- (e) Identifying records or portions of records that are confidential under state or federal law and not open for inspection or copying.
- (f) Establishing rules regarding the processing of subpoenas for the production of records.
- (g) Ensuring the availability of a current schedule of fees for public records as allowed by law is available (I.C. § 5-14-3-8).
- (h) Ensuring a daily log is maintained that lists suspected crimes, accidents, or complaints and makes available information relating to arrests, summons, and jailed persons as required by I.C. § 5-14-3-5.

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- (i) Establishing a process for redacting information that identifies or could be used to identify a child victim or witness from reports or affidavits completed by officers and submitted to a judicial officer as part of an investigation into the commission of a possible misdemeanor or felony. Any name required to be redacted shall be replaced with a descriptive designator (i.e., Child Witness, Passenger, etc.). Initials or references to family relationships are prohibited. Identifying information required to be redacted includes (I.C. § 35-32-4-1; I.C. § 35-32-4-2; I.C. § 35-32-4-3; I.C. § 35-32-4-4):
 - 1. The name of a child victim or witness.
 - 2. The name of a person that could be used to identify a child victim or witness.
 - 3. Addresses (mail or electronic mail), dates of birth, and telephone numbers of witnesses or victims.
- (j) Providing the number of citations issued and arrests made for IC 36-1-31.5-1 (prohibited street camping) to the state police annually, in accordance with I.C. § 36-1-31.5-4.

802.4 PROCESSING REQUESTS FOR PUBLIC RECORDS

Any department member who receives a request for any record shall route the request to the Custodian of Records or the authorized designee.

802.4.1 REQUESTS FOR RECORDS

The processing of requests for any record is subject to the following:

- (a) All requests for public records shall be in writing or on a form supplied by the Department and shall identify with reasonable particularity the record being requested (I.C. § 5-14-3-3).
 - (b) A written response shall be provided to the requester within seven days.
 - (c) Within a reasonable time after the request, the Custodian of Records or the authorized designee shall make records or copies available to the requester as provided by I.C. § 5-14-3-3.
 - (d) Copies of electronic data may be provided in the medium requested if it is compatible with the department's system (I.C. § 5-14-3-3).
 - (e) The Department is not required to create records that do not exist.
 - (f) When a record contains material with release restrictions and material that is not subject to release restrictions, the restricted material shall be redacted and the unrestricted material released (I.C. § 5-14-3-6).
- (a) A copy of the redacted release should be maintained in the case file for proof of what was actually released and as a place to document the reasons for the redactions. If the record is audio/video, a copy of the redacted audio/ video release should be maintained in the department-approved media storage

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system and a notation should be made in the case file to document the release and the reasons for the redacted portions.

[See attachment: Records Request with Translation](#)

802.4.2 DENIALS

The denial of a written request for records shall (I.C. § 5-14-3-9):

- (a) Be made within seven days of receipt of the request.
- (b) Be in writing.
- (c) Include the reason for the denial.
- (d) Contain a citation to the specific authority that authorizes the denial.
- (e) Contain the name and position title of the person denying the request.

802.5 RELEASE RESTRICTIONS

Examples of release restrictions include:

- (a) Any personal identifying information, including an individual's photograph; Social Security and driver identification numbers; name, address, and telephone number; and medical or disability information that is contained in any driver's license record, motor vehicle record, or any department record, including traffic accident reports, is restricted except as authorized by the Department, and only when such use or disclosure is permitted or required by law to carry out a legitimate law enforcement purpose (18 USC § 2721; 18 USC § 2722; I.C. § 5-14-3-4).
- (b) Personnel files and files of applicants except for names; compensation; job title; business address and telephone number; job description; education and training background; previous work experience or dates of first and last employment of present or former members; information relating to the status of any formal charges against a member; and the factual basis for a disciplinary action in which final action has been taken and that resulted in the member being suspended, demoted, or discharged (I.C. § 5-14-3-4).
 - 1. Job titles and job descriptions of officers shall remain confidential (I.C. § 5-14-3-4.3).
 - 2. The home address, telephone number, and contact information of an officer shall remain confidential (I.C. § 5-14-3-4(b)(19)).
 - 3. If an officer is operating undercover, the name, compensation, business address and telephone number, education and training background, previous work experience, or dates of first employment shall also remain confidential.
- (c) Records that are either intra-agency/interagency advisories or deliberative material that are expressions of opinion or of a speculative nature and that are communicated for the purpose of making a decision (I.C. § 5-14-3-4).
- (d) Work product of an attorney for the Department (I.C. § 5-14-3-4).

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- (e) Administrative or technical information that would jeopardize a record keeping or security system (I.C. § 5-14-3-4).
- (f) The telephone number and address of a complainant contained in department records except if the address is the location of the suspected crime, infraction, accident, or complaint reported (I.C. § 5-14-3-4).
- (g) Records requested by an offender that contain personal information about a correctional officer, law enforcement officer, judge, the victim of a crime, or a family member of any of the preceding (I.C. § 5-14-3-4).
- (h) Certain law enforcement juvenile-related records (I.C. § 31-39-3-4).
- (i) Investigatory records (I.C. § 5-14-3-2; I.C. § 5-14-3-4).
- (j) Criminal intelligence information (I.C. § 5-14-3-2; I.C. § 5-14-3-4).
- (k) Certain types of reports involving but not limited to child abuse and molestation (I.C. § 31-33-18-1; I.C. § 31-33-18-2) and endangered adult abuse (I.C. § 12-10-3-15).
- (l) Personal identifying information submitted by a person to obtain or renew a license to carry a handgun, or information obtained by a federal, state, or local government entity in the course of an investigation concerning a person who applies to obtain or renew a license to carry a handgun (I.C. § 35-47-2-3).
- (m) Audio, visual, or audiovisual recordings of law enforcement activities captured by a body-worn camera or MAV system (I.C. § 5-14-3-4):
 - 1. If disclosure of any law enforcement recording is required under I.C. § 5-14-3-5.1 or I.C. § 5-14-3-5.2, the Administrative Assistant should ensure applicable portions are obscured as required, before releasing the recordings.
- (n) A recording that has captured information about airport security, procedures, areas, or systems, unless there is approval by an appropriate public agency.
- (o) A record assembled, prepared, or maintained to prevent, mitigate, or respond to an act of terrorism, including a record which, if released, would have a reasonable likelihood of threatening public safety by exposing a vulnerability of locations or structures to a terrorist attack (I.C. § 5-14-3-4(b)(19)).
- (p) School safety plans and associated information as provided in I.C. § 10-21-1-10 and I.C. § 10-21-1-12.
- (q) Any other information that may be appropriately denied by those records declared confidential by a rule adopted by the Department granted by statute, state statute, rules adopted by the Indiana Supreme Court, or federal law (I.C. § 5-14-3-4).

802.6 SUBPOENAS AND DISCOVERY REQUESTS

Any member who receives a subpoena duces tecum or discovery request for records should promptly contact a supervisor and the Custodian of Records for review and processing. While a subpoena duces tecum may ultimately be subject to compliance, it is not an order from the court that will automatically require the release of the requested information.

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Generally, discovery requests and subpoenas from criminal defendants and their authorized representatives (including attorneys) should be referred to the Prosecuting Attorney, City Attorney or the courts.

All questions regarding compliance with any subpoena duces tecum or discovery request should be promptly referred to legal counsel for the Department so that a timely response can be prepared.

802.7 SECURITY BREACHES

Any member who becomes aware that any Goshen Police Department system has been subject to a cybersecurity incident should notify the Administrative Assistant as soon as practicable (I.C. § 4-13.1-1-1.5).

The Administrative Assistant should provide notice to all entities in the form and manner required by federal, state, and local law. Notice should be given as soon as practicable but not later than two business days after discovery (I.C. § 4-13.1-2-9).

802.8 EXPUNGEMENT

Expungement orders received by the Department shall be reviewed for appropriate action by the Custodian of Records. Records may include but are not limited to a record of arrest, investigation, detention, or conviction.

The Custodian of Records shall expunge such records as ordered by the court. Once expunged, members shall respond to any inquiry as though the record did not exist (I.C. § 35-38-9-6; I.C. § 35-47-14-6).

A court order that requires records to be marked as expunged shall be clearly and visibly marked by the Custodian of Records. These records shall remain public records (I.C. § 35-38-9-7).

802.9 TRAINING

All members authorized to manage, release or facilitate public access to department records shall complete a training program that includes identification of material appropriate for public access and the department systems and procedures guiding such release and access.

Attachments

Attachment

Policy Manual

Records Request with translation.pdf



Records Request

Phone: 574.533.8661 Fax: 574.533.1826

Email: police@goshencity.com

111 E Jefferson St, Goshen IN 46528

Date and Time of Request: _____ Case/Incident# _____

Your Information:

Name: _____ Phone #: _____ Fax#: _____

Address: _____

Email: _____

Signature Required: _____

Date: _____

Complete Appropriate Section for Records Requested: Case/Incident # _____

Case Report: Incident Date/Time: _____ Incident Location: _____

Nature of Incident: _____

Person Involved: _____ DOB: _____ Address: _____

Other: _____

Please Mark Type of Records Requested:

☐ Case or Incident Reports, Other Records (does not include digital media)

☐ Digital Media (photos, dispatch recordings, videos, etc.)

For GPD Use Only: Total Cost \$

Received by:

Request Approved Denied by:

Comments:

Date Mailed:

Initials: _____

Date Called for Pickup:

Initials: _____

Revised 06/02 512

Fecha y Hora de la Solicitud:

Caso/Incidente# _____

Tu Informacion:

Nombre:

Numero de Telefono:

Fax#: _____

Direccion:

Correo Electronico:

Firma Requerida:

Fecha: _____

Completar la Seccion Apropriada para los Registros Solicitados: Caso/Incidente # _____

Reporte de Caso: Fecha/Hora del Incidente: _____ Ubicacion del Incidente: _____

Tipo de Incidente: _____

Persona Involucrada: _____ Fecha de Nacimiento: _____ Direccion: _____

Mas Informacion:

Por Favor Marque el Tipo de Registros Solicitados:

☐ Informe de Caso o Incidente, Otro Registros (no incluye medios digitales)

☐ Medios Digitales (fotos, grabaciones de despachar, videos, etc.)

CJIS Access, Maintenance, and Security

805.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the use, maintenance, and security of department systems that access [process, store, or transmit](#) Criminal Justice Information.

805.1.1 DEFINITIONS

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 [process, store, or transmit](#) 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

It is the policy of the Goshen Police Department to maintain the security, confidentiality, and integrity of its information systems that access ~~CJI by~~ [process, store, or transmit CJI by](#) collaborating with appropriate state and federal agencies to implement the applicable established protocols.

805.3 CJIS COORDINATOR

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

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.
- (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.

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CJIS Access, Maintenance, and Security

2. Configuring member accounts in accordance with federal and state requirements (e.g., limiting unsuccessful login attempts, [validating new passwords against known compromised or commonly used passwords](#)).
 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) [Configuring remote access systems and devices only with the explicit authorization of the Chief of Police or the authorized designee, including:](#)
1. [Routing through authorized and managed access control points \(e.g., firewalls, secure gateways\).](#)
 2. [Mandatory multi-factor authentication for users.](#)
 3. [Use of automated mechanisms to monitor and control remote access methods.](#)
 4. [Mandatory encryption \(e.g., VPN, Transport Layer Security\).](#)
 5. [Required logging of all remote access activity.](#)
- (e) 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. (f) 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
- (g) Implementing and carrying out the department Incident Response Plan, including:

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CJIS Access, Maintenance, and Security

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).
 4. Providing information on security incidents to any third-party software developers or vendors as appropriate.
- (h) Protecting digital and non-digital media that contain CJI, including physical security, transportation, destruction/sanitization, and documentation requirements.
- (i) Developing and updating department information security and privacy literacy training and incident response training as required by policy.
- (j) Maintaining audit records in accordance with the established records retention schedule, but in no event for less than one year.
- (k) Managing the development, documentation, and dissemination of [applicable policies and](#) procedures for the following:
1. [Access control](#)
 2. Awareness and training
 3. ~~Incident response~~
 4. ~~Audit~~ [Auditing](#) and accountability
 5. ~~Access control~~
 6. [Assessment, authorization, and monitoring](#)
 7. [Configuration management](#)
 8. [Contingency planning](#)
 9. Identification and authentication
 10. ~~Configuration management~~ [Incident response](#)
 11. [Maintenance](#)
 12. Media protection
 13. Physical and environmental protection
 14. [Planning](#)
 15. [Personnel security](#)
 16. [Risk assessment](#)

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CJIS Access, Maintenance, and Security

17. System and [services acquisition](#)
 18. [Systems and](#) communications protection
 19. System and information integrity
 20. ~~Maintenance~~
 21. ~~Security and privacy planning~~
 22. ~~Contingency planning~~
 23. ~~Risk assessment~~
 24. [Supply chain risk management](#)
- (I) 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

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.

Personally owned devices or systems and publicly accessible systems shall not be used to access, process, store, or transmit CJI.

805.5 SUPERVISOR RESPONSIBILITIES

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

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.

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805.6.1 ACCESS AUTHORIZATION

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

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.

805.7 MEDIA PROTECTION

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 only be conducted by authorized members and shall be documented.

805.7.1 MEDIA DISPOSAL AND RELEASE

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

The integrity of department CJI systems shall be protected through the implementation of appropriate controls such as:

- (a) Flaw remediation.
- (b) System monitoring.

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- (c) Security alerts, advisories, and directives.
- (d) Software, firmware, and information integrity controls.
- (e) Spam protection.

805.9 SECURITY AWARENESS TRAINING

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.

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

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

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 or testing 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

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

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

No adult should be in temporary custody for longer than six hours.

900.3.1 INDIVIDUALS WHO SHOULD NOT BE IN TEMPORARY CUSTODY

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.

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- (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 Detentions Policy](#)).
 - (a) 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

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.

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

Entry into any location where a person is held in custody should be restricted to:

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Temporary Custody of Adults

- (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

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

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:
 - 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.

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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

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.
 - (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.

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900.5 SAFETY, HEALTH AND OTHER PROVISIONS

900.5.1 TEMPORARY CUSTODY REQUIREMENTS

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.
 - 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.

900.5.2 MEDICAL CARE

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.

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900.5.3 ORTHOPEDIC OR PROSTHETIC APPLIANCE

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

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

- (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.

900.6 USE OF RESTRAINT DEVICES

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 [temporary custody should only be secured to a fixed object if the object is designed and intended for such use.](#)

[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

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Women who are known to be pregnant should be restrained in accordance with the Handcuffing and Restraints Policy.

900.7 HOLDING CELLS

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

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.

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- (e) Notification of the City Attorney.
- (f) Notification of the Elkhart County Homicide Unit.
- (g) Evidence preservation.

900.9 RELEASE AND/OR TRANSFER

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.
- (h) 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

The Patrol Division Chief will ensure any reasonably necessary supplemental procedures are in place to address the following issues:

- (a) General security
 - 1. 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

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- (g) Fire and life-safety
- (h) Disaster plans
- (i) Building and safety code compliance

900.11 TRAINING

~~Department~~ Training for department members should ~~be trained and familiar with~~ include initial and annual review, including but not limited to: (a) A review of this policy and any (b) related procedures.

- (c) Appropriate training on procedures related to using processing/testing areas.
- (d) In-service training as required by the Department.

Recruitment and Selection

1000.1 PURPOSE AND SCOPE

This policy provides a framework for employee recruiting efforts and identifying job-related standards for the selection process. This policy supplements the rules that govern employment practices for the Goshen Police Department and that are promulgated and maintained by the Human Resources.

1000.2 POLICY

In accordance with applicable federal, state, and local law, the Goshen Police Department provides equal opportunities for applicants and employees regardless of actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law. The Department does not show partiality or grant any special status to any applicant, employee, or group of employees unless otherwise required by law.

The Department will recruit and hire only those individuals who demonstrate a commitment to service and who possess the traits and characteristics that reflect personal integrity and high ethical standards.

1000.3 RECRUITMENT

The Assistant Chief or designee should employ a comprehensive recruitment and selection strategy to recruit and select employees from a qualified and diverse pool of candidates.

The strategy should include, when feasible:

- (a) Identification of racially and culturally diverse target markets.
- (b) Use of marketing strategies to target diverse applicant pools.
- (c) Expanded use of technology and maintenance of a strong internet presence. This may include an interactive department website and the use of department-managed social networking sites, if resources permit.
- (d) Expanded outreach through partnerships with media, community groups, citizen academies, local colleges, universities and the military.
- (e) Employee referral and recruitment incentive programs.

The Assistant Chief or designee shall avoid advertising, recruiting and screening practices that tend to stereotype, focus on homogeneous applicant pools or screen applicants in a discriminatory manner.

The Department should strive to facilitate and expedite the screening and testing process, and should periodically inform each candidate of his/her status in the recruiting process.

Goshen Police Department

Policy Manual

Recruitment and Selection

1000.4 SELECTION PROCESS

The Department shall actively strive to identify a diverse group of candidates that have in some manner distinguished themselves as being outstanding prospects. Minimally, the Department shall employ a comprehensive screening, background investigation, and selection process that assesses cognitive and physical abilities and includes review and verification of the following:

- (a) A comprehensive application for employment (including previous employment, references, current and prior addresses, education, military record)
- (b) Driving record
- (c) Personal and professional reference checks, including at least three personal references
- (d) Employment eligibility, including U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form I-9 and acceptable identity and employment authorization documents. This required documentation should not be requested until a candidate is hired. This does not prohibit obtaining documents required for other purposes.
- (e) Information obtained from public internet sites:
 - 1. This review should include the identification of any activity that promotes or supports unlawful violence or unlawful bias against persons based on protected characteristics (e.g., race, ethnicity, national origin, religion, gender, gender identity, sexual orientation, disability).
- (f) Financial history consistent with the Fair Credit Reporting Act (FCRA) (15 USC § 1681 et seq.)
- (g) Local, state, and federal criminal history record checks (including a fingerprint check for criminal records)
- (h) Polygraph or voice stress analyzer examination (when legally permissible)
- (i) Medical and psychological examination (may only be given after a conditional offer of employment)
- (j) Review board or selection committee assessment
- (k) Entire employment file from law enforcement agencies that have employed, or currently employ, a law enforcement officer candidate, including ~~findings and orders~~ [all documents](#) related to prior disciplinary action or internal investigations (I.C. § 36-8-2-2)
- (l) Checks against the Indiana Protection Order Registry
- (m) Relevant national and state decertification records, if available, including the National Decertification Index [_](#)

1000.4.1 EXAMINER AND INVESTIGATOR QUALIFICATIONS

Goshen Police Department

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Recruitment and Selection

If a polygraph/voice stress analyzer examination is administered, the examiner should be appropriately licensed or certified and a copy of the license or certification should be maintained by the Investigations Division Chief.

Medical and psychological examinations should be administered by appropriately licensed professionals. Examination results should be securely maintained in accordance with Indiana state law and the established records retention schedule (see the Personnel Records and the Records Maintenance and Release policies).

1000.4.2 HIRING PREFERENCE

The Department will provide preference as required by I.C. § 36-8-10-10.4.

1000.5 BACKGROUND INVESTIGATION

Every candidate shall undergo a thorough background investigation to verify his/her personal integrity and high ethical standards, and to identify any past behavior that may be indicative of the candidate's unsuitability to perform duties relevant to the operation of the Goshen Police Department.

1000.5.1 INVESTIGATOR TRAINING

Members who conduct background investigations shall receive department-approved training in collecting the required information.

1000.5.2 NOTICES

Background investigators shall ensure that investigations are conducted and notices provided in accordance with the requirements of the FCRA (15 USC § 1681d).

1000.5.3 REVIEW OF SOCIAL MEDIA SITES

Due to the potential for accessing unsubstantiated, private or protected information, the Assistant Chief or designee should not require candidates to provide passwords, account information or access to password-protected social media accounts.

The Assistant Chief or designee should consider utilizing the services of an appropriately trained and experienced third party to conduct open source, internet-based searches and/or review information from social media sites to ensure that:

- (a) The legal rights of candidates are protected.
- (b) Material and information to be considered are verified, accurate and validated.
- (c) The Department fully complies with applicable privacy protections and local, state and federal law.

Regardless of whether a third party is used, the Assistant Chief or designee should ensure that potentially impermissible information is not available to any person involved in the candidate selection process.

1000.5.4 DOCUMENTING AND REPORTING

The background investigator shall summarize the results of the background investigation in a report that includes sufficient information to allow the reviewing authority to decide whether to

Goshen Police Department

Policy Manual

Recruitment and Selection

extend a conditional offer of employment. The report shall not include any information that is prohibited from use, including that from social media sites, in making employment decisions.

The report and all supporting documentation shall be included in the candidate's background investigation file.

1000.5.5 RECORDS RETENTION

The background report and all supporting documentation shall be maintained in accordance with the established records retention schedule.

1000.6 DISQUALIFICATION GUIDELINES

As a general rule, performance indicators and candidate information and records shall be evaluated by considering the candidate as a whole, and taking into consideration the following:

- Age at the time the behavior occurred
- Passage of time
- Patterns of past behavior
- Severity of behavior
- Probable consequences if past behavior is repeated or made public
- Likelihood of recurrence
- Relevance of past behavior to public safety employment
- Aggravating and mitigating factors
- Other relevant considerations

A candidate's qualifications will be assessed on a case-by-case basis, using a totality-of-the-circumstances framework.

1000.7 EMPLOYMENT STANDARDS

All candidates shall meet the minimum standards required by state law. Candidates will be evaluated based on merit, ability, competence and experience, in accordance with the high standards of integrity and ethics valued by the Department and the community.

Validated, job-related and nondiscriminatory employment standards shall be established for each job classification and shall minimally identify the training, abilities, knowledge and skills required to perform the position's essential duties in a satisfactory manner. Each standard should include performance indicators for candidate evaluation. The Human Resources should maintain validated standards for all positions.

1000.7.1 STANDARDS FOR OFFICERS

Candidates shall meet minimum standards established by Indiana law, including the following (I.C.

§ 36-8-3.5-12; 250 IAC 2-3-1 et seq.):

Goshen Police Department

Policy Manual

Recruitment and Selection

- (a) Be a citizen of the United States.
- (b) Be at least 21 years of age, but less than the maximum age as established by law when applicable.
 - 1. Veterans are exempt from the maximum age restriction when applicable (I.C. § 36-8-4.7-5).
- (c) Have obtained a high school degree or a recognized equivalent.
- (d) Be free from any felony convictions or any other crime or series of crimes that would indicate to a reasonable person that the applicant is potentially dangerous, violent, or has the propensity to break the law.
- (e) Demonstrate successful completion of minimum agility and aptitude tests.
- (f) Be free from any physical, emotional, or mental condition that might adversely affect the exercise of police powers.
 - 1. Before a candidate may be selected as an officer, they shall be examined by a licensed medical doctor according to the requirements in I.C. § 36-8-8-19, which must include the following:
 - (a) A general medical history.
 - (b) A determination of the candidate's ability to perform the essential functions of the position of officer.
 - 2. Before a candidate may be selected as an officer, they must obtain a positive recommendation of emotional and mental fitness.
- (g) Be of good moral character as determined by a thorough background investigation and criminal history investigation.
- (h) Possess a valid driver's license.
- (i) Be fingerprinted for both a state and federal criminal records check.
- (j) The Goshen Police Department may establish additional standards for selection of a candidate for the position of officer pursuant to I.C. § 36-8-3.2-6.

1000.8 PROBATIONARY PERIODS

The Assistant Chief or designee should coordinate with the Training Lieutenant and Field Training Coordinator to identify positions subject to probationary periods and procedures for (I.C. § 36-8-3.5-12):

- (a) Appraising performance during probation.
- (b) Assessing the level of performance required to complete probation.
- (c) Documenting successful or unsuccessful completion of probation.



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

To: City of Goshen Board of Public Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: Sept. 24, 2026
Subject: Request to approve water and sewer connections to a secondary structure

On Sept. 9, 2026, Dale Klassen submitted the following request for Eric and Kimberly Kurtz of 201 North 22nd Street:

I would like to start work on a request for connection to City water and sewer for an accessory building that my client would like to convert to living space. I believe there is a Board of Works meeting on Sept. 24. Our request before the Board of Zoning Appeals is scheduled for the 22nd.

My clients are Eric & Kim Kurtz; they live at 201 N 22nd Street. They have a storage barn close to their house and wish to convert it to living space for guests, and possibly for future use by their disabled son.

The connections will be made to the existing sewer line outside the home and after the water meter inside the house. There really is no possibility that this space could be divided out in the future. Thank you.

Dale Klassen
574-596-5088
dale.klassen1@gmail.com

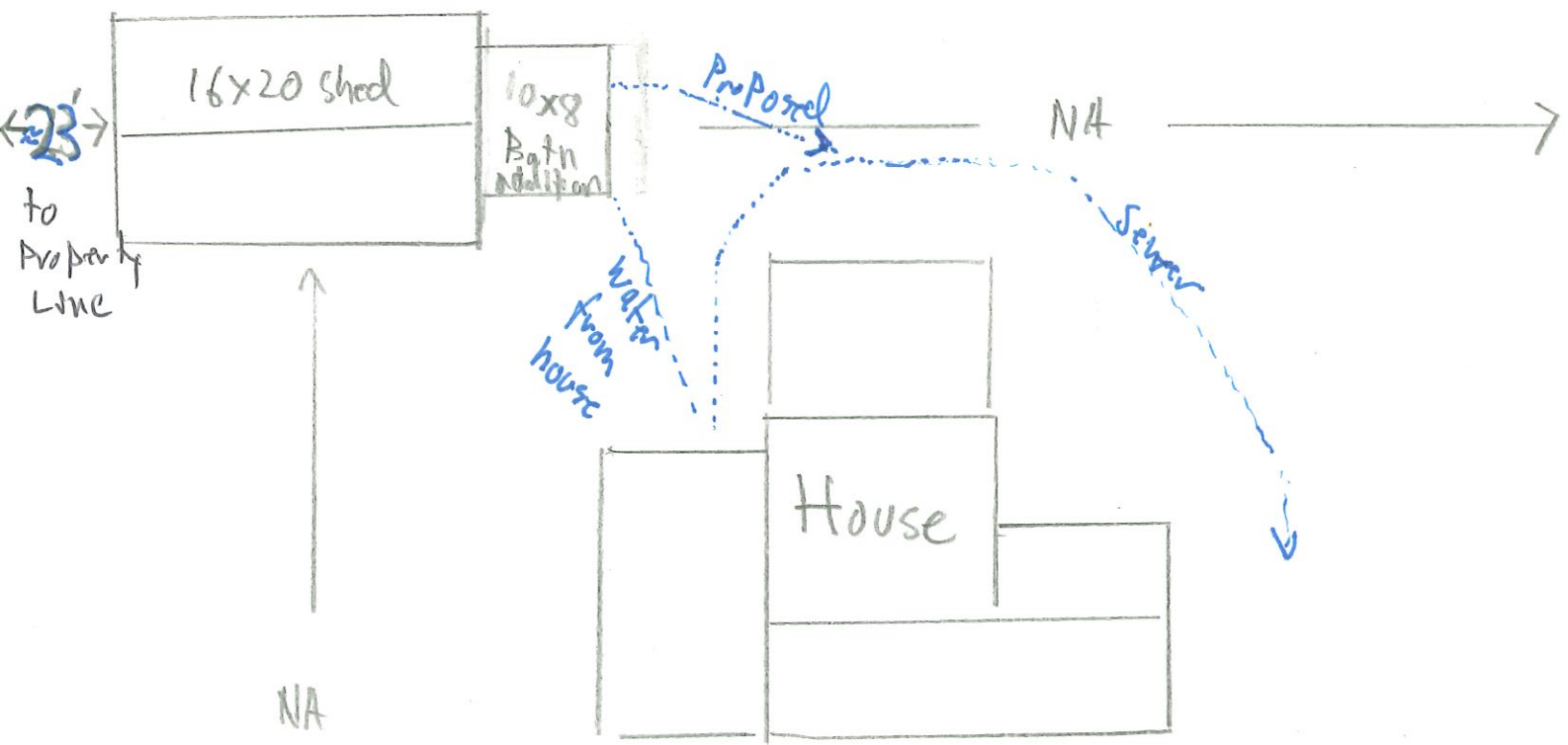
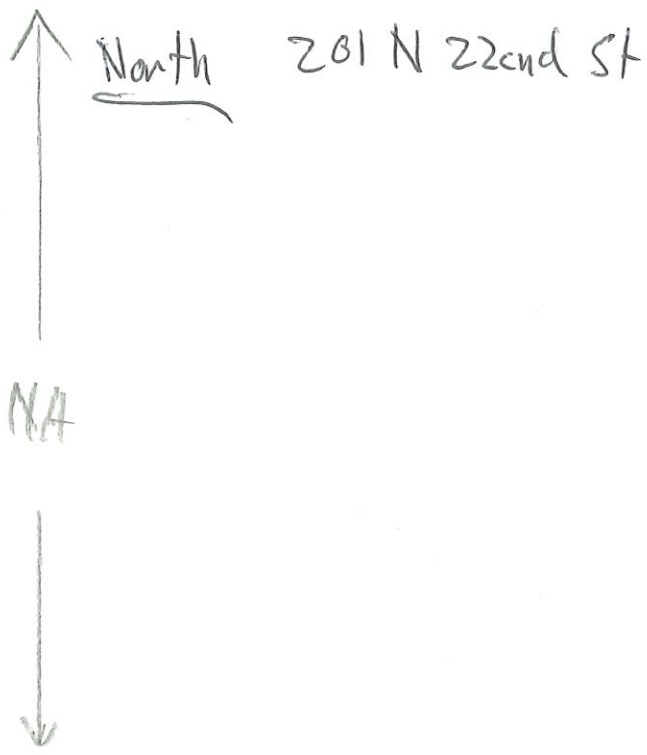
The Petitioner, Eric & Kim Kurtz 201 N 22nd wish to convert an existing storage shed (16' by 20') to living space. The shed is approximately 30' diagonally NW of the house.

The idea of converting this space has been in play for many years. Initial use will be for guests and family to stay when visiting, but long term use may include providing a semi independent living space for their son who will never be able to live completely on his own.

There is ample parking space for this living space in front of the shop building located almost immediately west of this shed. The shop has two parking spaces inside and room for another two, possibly three cars outside on the apron.

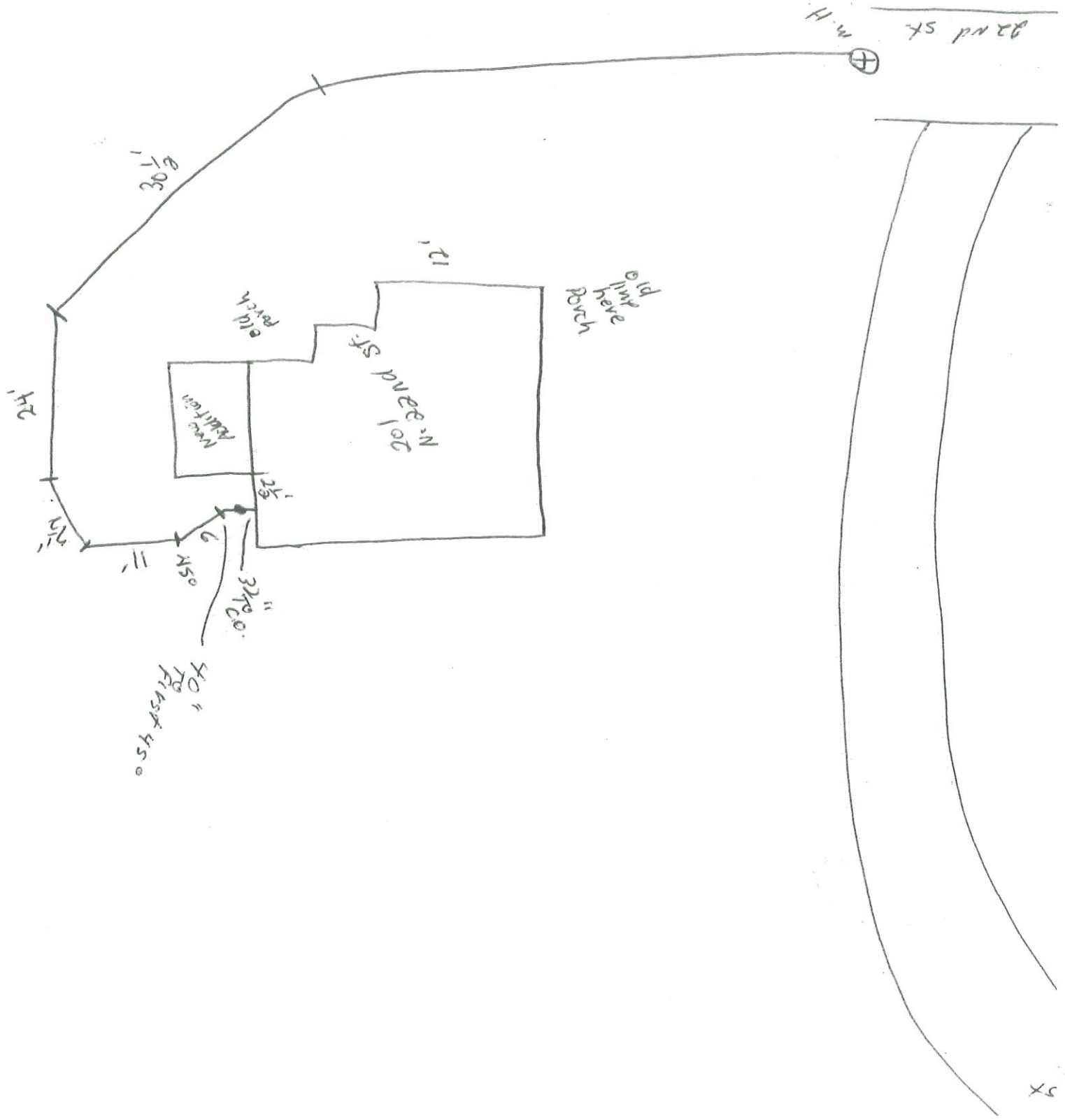
The water and sewer for this project will be tied into the house system. No new water meter or new connection to sewer main will be needed.

This semi rural (while still within city limits) property has ample space to add additional living quarters and converting an existing space is seen as the easiest option instead of locating somewhere more distant on the property.



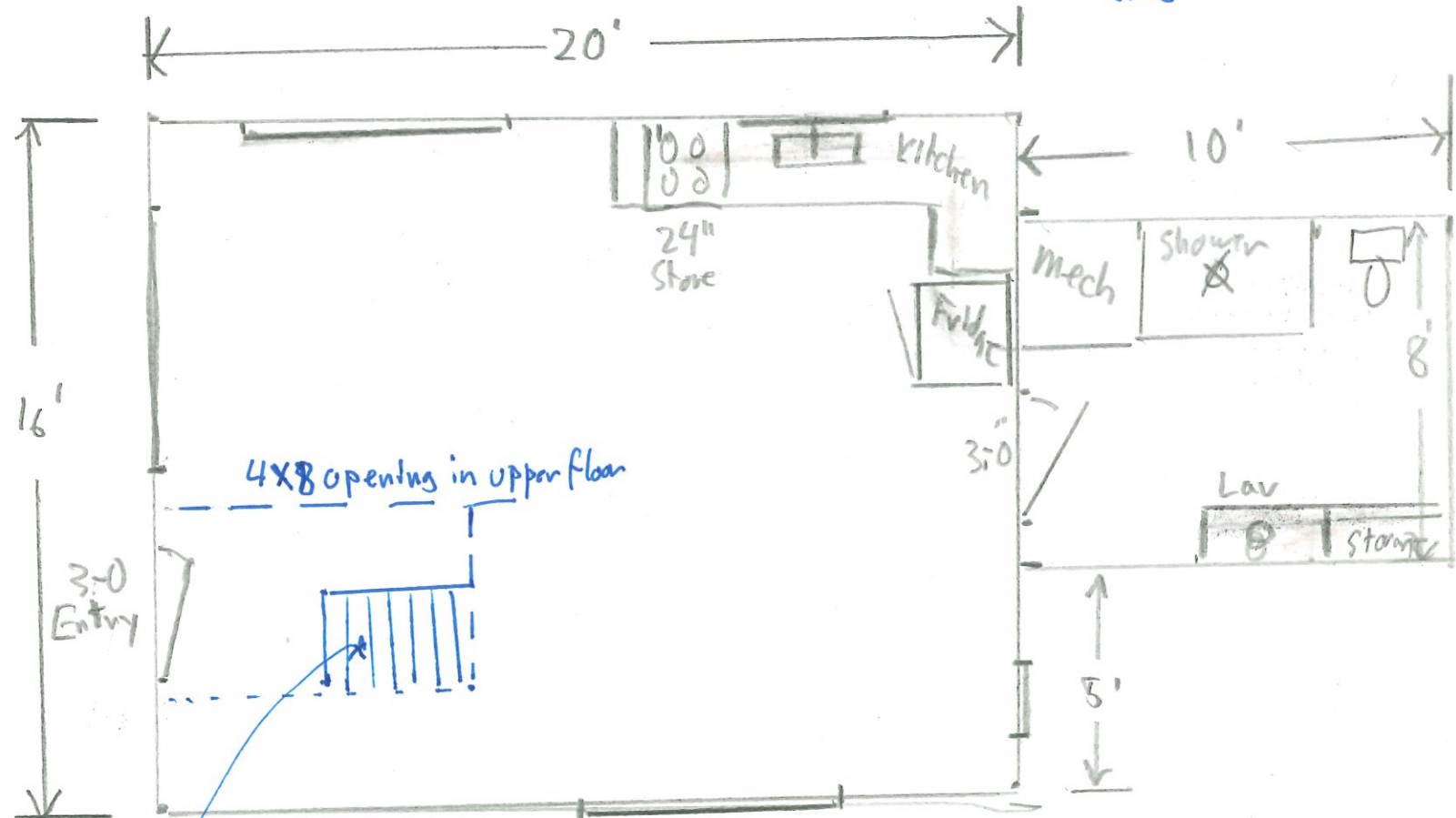
water & sewer will be tied into the house. No new water meter. The sewer will connect NW of house

201 N 22nd st
Kurtz sewer drawing by P&L excavating (copy)
this was after adding new addition.
Should be on file with water/sewer dept



Kurtz 201 N 22nd St
Shed floor Plan

New bathroom
over concrete
slab



→ "Barr" style steps
to 10 ft. (10 ft for storage
or "hang out;" Bed on ground level

To the Board of Public Works,

My name is Emma Conrad and I am a resident of the Shanklin Millrace neighborhood. In 2025 a few neighbors got together and collectively held a Block Party for Emerson Street neighbors. We believe the party was a success and we are excited to request the same accommodations for our 2026 party. The city has approved our grant request for this upcoming event.

I am requesting to have the northern half of the 700 Block of Emerson Street closed, from West Douglas Street to the alleyway between Douglas and Garfield, on the date of October 3, 2026. The block party is scheduled to take place from 11am to 1pm. Set up will begin roughly 2 hours before the start time and likely take 1-2 hours to clean up and remove the barriers. Realistically we are looking at a closure from 9am to 3pm on October 3rd. Neighbors will be informed of a block party by flyers and by street signs.

To recap the details:

Block Party Request

Date: Saturday, October 3, 2026

Time: Party from 11am to 1pm

Time of Requested Closure: 9am-3pm

Street: Northern half of 700 Block, Emerson Street, Shanklin Millrace neighborhood

Please consider this request. Thank you!

Take Care,

Emma Conrad

(574) 312-0996

erconrad42958@gmail.com

THE POST YOUTH CENTER

301 E. Lincoln Ave. | Goshen, IN 46528 | 574-534-7678 | christy@the-post.org

DATE: September 4, 2026
TO: City of Goshen Board of Public Works & Safety
FROM: Christy Matthews, Executive Director, The Post Youth Center
RE: Temporary Street Closure Request - Kick-Off for Kids, September 26, 2026

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

The Post Youth Center respectfully requests permission for a temporary street closure immediately adjacent to our facility at **301 E. Lincoln Ave., Goshen, Indiana**, for our **Kick-Off for Kids** community fundraising event on **Saturday, September 26, 2026**.

The event will be held from **5:00 PM to 8:00 PM**. To provide time for setup, guest arrival, the event itself, and cleanup, we are requesting the closure from **4:00 PM until 9:00 PM**.

For the safety of the youth, families, volunteers, sponsors, and community members attending the event, we respectfully request that vehicular access be restricted at the following points:

1. **6th Street at the Lincoln Avenue intersection**, at the corner directly in front of The Post Youth Center; and
2. **6th Street at The Post Youth Center driveway**, creating a controlled section of 6th Street alongside The Post property.

The purpose of this temporary closure is to reduce vehicle and pedestrian conflicts during a period of increased activity around the youth center. Children and families will be entering and leaving the property throughout the event, and limiting through-traffic immediately beside the facility will provide a safer event perimeter.

We will maintain access for emergency personnel and will comply with any barricade placement, traffic-control, notification, or other safety requirements established by the City of Goshen, Police Department, Fire Department, Engineering Department, or Street Department.

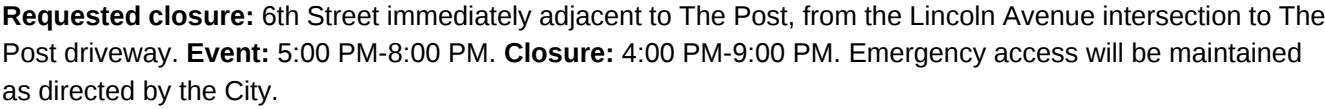
An overhead closure diagram identifying the requested closure points is attached for review.

Thank you for your consideration and for your continued support of The Post Youth Center and the young people and families we serve.

Sincerely,

Christy Matthews
Executive Director
The Post Youth Center
574-534-7678
christy@the-post.org

Requested Temporary Street Closure | Saturday, September 26, 2026 | 4:00 PM - 9:00 PM





St. John the Evangelist Catholic Church

422 South Main Street • Goshen, IN 46526 • 574.533.3385

September 16, 2026,

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 October 3, 2026 starting at 4pm and ending at 10pm. The goal of the festival is to bring our parish together to build fellowship. The festival will be held in the parking lot of the parish school. In order to safely have enough space for our parishioners to enjoy the festival; we are requesting the Board's permission to block part of S. 3rd street, parallel to the parish school, and a section of West Monroe St. in front of the parish rectory. We ask that both streets be block by 12pm to set up. The festival will be done by 10pm. The streets will open by 11pm or as soon as we clean up.

I have included for your convenience a map that indicates with highlighted areas the streets 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





A UES. Company

September 22, 2026

City of Goshen Engineering Dept.
204 E Jefferson Street
Goshen, IN 46528

REF: Goshen Engineering Board Meeting/Lane Closure (Virginia St and Park Ave)

City of Goshen:

We are requesting to be put on the September 24th Borad Meeting to receive approval regarding the above-referenced project. We are requesting the Virginia Street and Park Avenue one lane closure to take place on October 1st, 2026, with a re-open date of the same day. Lane closure hours of operation would be 8 am to 5 pm. The proposed maintenance of traffic plan submitted to the City Engineering Department on September 18, 2026, was acceptable by the civil engineer, and is also attached.

Sincerely,

Liam Northrup, E.I.

Proposed Boring Locations

Legend

Virginia St

MEN AT WORK
ONE LANE ROAD AHEAD

FLAGGER

B1

~400 ft

B2

B3

Virginia St

~400 ft

FLAGGER

MEN AT WORK
ONE LANE ROAD AHEAD

B4



Proposed Boring Locations

Legend

📍 Virginia St





20243 CR 138

Goshen, IN 46526

Mike@encoredoesit.com

574-343-0217

09/20/2026

To: Goshen Board of Public Works and Safety

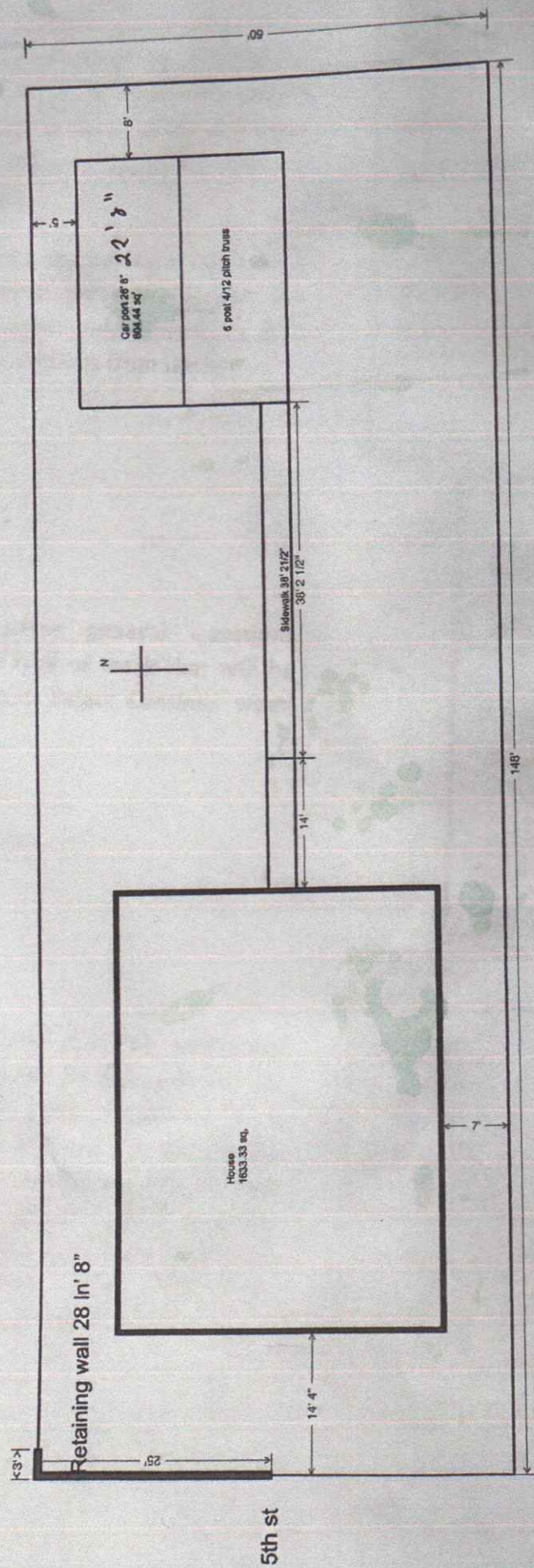
Re: Retaining Wall Replacement @ 604 N 5th St Goshen

Encore Construction Concepts has been contracted to remove and replace 28' of retaining wall on the northwest corner of the property at 604 N 5th St., Goshen, IN 46526. The retaining wall at that location is on a public easement. We are prepared to start immediately upon all the necessary approvals. A permit application has already been submitted to the city of Goshen and is pending engineering and Public Works approval. I have attached copies of all the permit applications and a sketch of the work site. Thank you for your consideration.

A handwritten signature in black ink, appearing to read "Mike Johnson", with a long horizontal line extending to the right.

Mike Johnson

Project Manager



1/16"



BUILDING
City of Goshen

204 E Jefferson St, Suite 5 • Goshen, Indiana 46528
574-534-1811 • • TDD (574) 534-3185
building@goshencity.com • www.goshenindiana.org/building-department

RECEIPT

Receipt Number: 26-03891
Associated Location: 604 N 5th St
Payment Date: 9/8/2026
Payment Amount: \$20.00
Payment Method: Credit Card #16791956
Payer Name: ENCORE CONSTRUCTION CONCEPTS LLC
Payer Address: 20243 CR 138, GOSHEN, IN 46526
Cashier Name: LAMA Public Web

Permit #20262230-DRV,

type	description	revenue code	amount
Permit 20262230-DRV (DRV-N/A)	Permit - Sidewalk	201.3491	\$20.00
Total Amount			\$20.00
Total Amount Paid			\$20.00

*This receipt does not include the 3% convenience fee charged by PayGov. See the receipt from PayGov that will go to the email you provided at the time of payment.

PERMIT APPLICATION

Permit Number: 20262230-DRV
Project Location: 604 N 5th St
Applicant(s): ENCORE CONSTRUCTION CONCEPTS LLC
20243 CR 138
GOSHEN, IN 46526
(574) 500-8768
mjohnson56075@hotmail.com
Owner(s):
Contractor: ENCORE CONSTRUCTION CONCEPTS LLC
20243 CR 138 GOSHEN, IN 46526
(574) 500-8768 mjohnson56075@hotmail.com
Description of Work: REMOVE AND REPLACE 28' OF RETAINING WALL ON THE NORTHWEST CORNER OF THE PR

<u>Street Cut Surface</u>	<u>Dimensions (ft)</u>	<u>Quantity</u>
	x	
<u>Boring Surface</u>	<u>Length (ft)</u>	<u>Quantity</u>

Fees:

Type	Amount
Sidewalk:	\$20.00

Please make check payable to: "CITY OF GOSHEN"

- The permit fee for each right-of-way cut, including a non-pavement cut, up to 100 feet in length shall be \$20.00.
- In addition, the permit fee for each right-of-way cut exceeding 100 ft in length shall be \$15.00 per 100 ft., up to a maximum of \$500.00.
- Payment is expected before the permit is issued, unless otherwise stated.

Total \$20.00

Conditions

This permit is contingent upon the information provided, and the applicant hereby agrees to the terms outlined below under 'Right-of-Way Terms,' as well as any special conditions specified herein:

Approved for Issuance:

Director of Public Works

Amount Due: \$20.00

Amount Paid:

Payment Type:

Payment Date:

This document is a copy of the application, not the permit. The permit will be issued separately and must be obtained before any work can commence.



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.goshen.in.gov

September 24, 2026

To: Goshen Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Resolution 2026-18, Interlocal Memorandum of Understanding for 2026 Edward Byrne Memorial Justice Assistance Grant Formula Program Award

The County of Elkhart, City of Elkhart, and City of Goshen jointly applied for and were awarded funding under the Edward Byrne Memorial Justice Assistance Grant Program. Each entity will receive \$26,046.33 for fiscal year 2026, to be used for eligible criminal justice purposes. The attached resolution is to approve the terms and conditions of the Interlocal Memorandum of Understanding (MOU) between the three entities, and ratify Mayor Leichty's execution of the MOU on behalf of the Board of Public Works and Safety and the City.

Suggested Motion:

Move to adopt Resolution 2026-18, Interlocal Memorandum of Understanding for 2026 Edward Byrne Memorial Justice Assistance Grant Formula Program Award.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2026-18**

**Interlocal Memorandum of Understanding for
2026 Edward Byrne Memorial Justice Assistance Grant Formula Program Award**

WHEREAS in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, the County of Elkhart, City of Elkhart and City of Goshen have submitted a joint application for fiscal year 2026 JAG funding to be used for permissible criminal justice purposes;

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; and

WHEREAS the attached Interlocal Memorandum of Understanding between the three participating units of local government identifies the County of Elkhart as the fiscal agent for the JAG funding, and sets forth the amount of funding to be distributed to each unit.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the Interlocal Memorandum of Understanding for 2026 Edward Byrne Memorial Justice Assistance Grant Formula Program Award between County of Elkhart, City of Elkhart, and City of Goshen attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Board ratifies the execution of the Interlocal Memorandum of Understanding by Mayor Gina M. Leichty on behalf of the Goshen Board of Public Works and Safety and the City of Goshen.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on September 24, 2026.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

OJP/USDOJ OPPORTUNITY NUMBER O-BJA-2026-172705

THE STATE OF INDIANA
COUNTY OF ELKHART

KNOW ALL BY THESE PRESENT

INTERLOCAL MEMORANDUM OF UNDERSTANDING (MOU) FOR
2026 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FORMULA
PROGRAM AWARD

This Interlocal Memorandum of Understanding (MOU) is made and entered into effective this 15th day of September, 2026 by and between the County of Elkhart, Indiana acting by and through its governing body the Board of Commissioners of the County of Elkhart, Indiana for and on behalf of the Elkhart County Sheriff's Office, hereinafter referred to as "COUNTY", the City of Elkhart, Indiana acting by and through its Mayor for and on behalf of the Elkhart Police Department, hereinafter referred to as "ELKHART;" and the City of Goshen, Indiana acting by and through Board of Public Works and Safety with the approval of the Goshen Common Council on behalf of the Goshen Police Department, hereinafter referred to as "GOSHEN;"

WITNESSETH:

WHEREAS each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall do so in a manner in compliance with applicable law from current funds legally available to that party;

WHEREAS COUNTY, ELKHART and GOSHEN believe it to be in the best interests of the community to reallocate the JAG funds as provided herein;

WHEREAS each governing body finds that the terms, provisions, and performance of this MOU with respect to the 2026 Byrne Justice Assistance Grant (JAG) Program Award is in the best interests of the parties, that the undertaking will benefit the public, and that the allocation of funds fairly compensates the performing parties for the services or functions contemplated herein;

NOW, THEREFORE, in consideration of the premises and the terms and provisions contained herein, COUNTY, ELKHART, and GOSHEN agree as follows:

Section 1 The COUNTY agrees to be the fiscal agent for the joint funds and submit a joint application for the aggregate funds allocated.

Section 2 The COUNTY assumes the responsibility for the administration of the funds including distribution of the funds, monitoring the award, submitting reports including performance measurements and program assessment data, and providing ongoing assistance to ELKHART and GOSHEN.

Section 3 The JAG funds must be used to supplement existing funds for program activities and cannot replace, or supplant, non-federal funds that have been appropriated for the same purpose. JAG funds cannot be used, directly or indirectly, for security enhancements or equipment to non-governmental entities not engaged in criminal justice or public safety.

Section 4 The COUNTY will establish a non-interest-bearing trust fund in which to deposit the JAG funds and will be responsible for assuring that all award monies are expended within the 4-year grant period.

Section 5 All parties agree that ELKHART and GOSHEN shall each utilize their full individual allocation amounts – twenty-six thousand forty-six dollars and thirty-three cents (\$26,046.33) each of the aggregate JAG funds allocated herein for officer and community safety in activities of prevention and crime control. ELKHART and GOSHEN shall each timely submit one or more appropriately completed and executed claim forms to COUNTY for processing of a distribution or distributions of the aggregate JAG funds allocated herein for them.

Section 6 All parties agree that the COUNTY shall utilize their full individual allocation amount of the twenty-six thousand forty-six dollars and thirty-four cents (\$26,046.34) of the aggregate JAG funds allocated herein for officer and community safety in activities of prevention and crime control.

Section 7 ELKHART and GOSHEN agree to provide timely and appropriate data to assist the COUNTY in monitoring the award and submitting reports.

Section 8 ELKHART and GOSHEN agree to maintain open communications with the COUNTY in regard to the expenditure of JAG funds.

Section 9 ELKHART and GOSHEN agree that any program adjustments must be approved by the Bureau of Justice Assistance Program compliance personnel through the COUNTY and that they will provide the COUNTY a minimum of thirty (30) days' notice of program changes allowing the COUNTY to obtain approval of the program adjustment.

Section 10 Each party to this MOU will be responsible for its own actions in providing services or in receiving funding herein and shall not be responsible for any civil liability that may arise from the furnishing of the services or the receipt of funding by the other parties.

Section 11 By entering into this MOU, the parties do not intend to create any obligations, express or implied, other than those set out herein. Further this MOU shall not create any rights in any party, not a signatory hereto.

Section 12 All parties understand that all activities related to the JAG Program are bound by and compliance must be made with Title II ~ Improving the Department of Justices Grant Programs; Subtitle A ~ Assisting Law Enforcement and Criminal Justice Agencies Sec 500 ~ 508 and the Justice Assistance Grant Application submitted to the Bureau of Justice Assistance, in addition to requirements that may be later added. COUNTY, ELKHART and GOSHEN each respectfully agree to defend, indemnify, and hold harmless that other parties hereto from any claims, demands, damages, liabilities, fines and penalties arising from each party's own respective violation of or failure to comply with these legal requirements.

Section 13 This MOU shall be binding upon the parties hereto and their respective successors. This MOU may be executed in multiple counterparts and separate signature pages with the multiple counterparts and separate signature pages constituting but one single, complete and entire document.

OJP/USDOJ OPPORTUNITY NUMBER O-BJA-2026-172705

COUNTY:

BOARD OF COMMISSIONERS OF THE
COUNTY OF ELKHART, INDIANA

By _____
Bradley Rogers, President

Attest: _____

Title: _____

Date: _____

ELKHART CITY
ELKHART:

By: _____
Title: Rod Roberson, Mayor of Elkhart

Attest: _____

Title: _____

Date: _____

GOSHEN:

BOARD OF PUBLIC WORKS

By: _____
Title: Gina Leichty, Mayor of Goshen

Attest: Shannon Marks
Title: Legal Compliance Admin.

Date: 9/10/26



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.goshen.in.gov

September 24, 2026

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Transit Services Agreement with MACOG

It is recommended that the Board approve and ratify the Mayor's execution of the attached Transit Services Agreement with Michiana Area Council of Governments ("MACOG").

MACOG is the recipient of grant funds which are used to provide the Interurban Trolley and Interurban Trolley ADA Paratransit Services. The City will contribute to MACOG \$85,000 in local matching funds to be used for this transit program's administration, operation, and capital equipment needs in 2026.

Suggested Motion:

Approve and ratify the Mayor's execution of the Transit Services Agreement with MACOG.

Transit Services Agreement

This Agreement is made by and between the City of Goshen, Indiana (hereinafter known as the "City"), and the Michiana Area Council of Governments (hereinafter referred to as "MACOG"),

WITNESSETH THAT:

1. WHEREAS, the City, realizing that a need exists for a usable form of transportation services to certain targeted segments and the general population, desires to address said need in the form of a fixed-route bus system known as The Interurban Trolley and Interurban Trolley Access ADA Paratransit Services (hereinafter referred to as the "Program").

2. WHEREAS, MACOG is, under certain terms and conditions, willing to perform and administer the Program of Projects as described within the FTA Section 5307 grant. Federal Transit Administration (FTA) programs are shown in the Catalog of Federal Domestic Assistance under Section 20.500.

3. WHEREAS, as part of the City's participation in public transit, it is required to perform certain duties and obligations which it desires MACOG to perform and administer, and,

NOW THEREFORE, the parties agree as follows:

1. That MACOG is the recipient of grants from the Indiana Department of Transportation (INDOT) and from the Federal Transit Administration (FTA). The City agrees that said funds shall be used expressly for the purpose of the Program's administration, operation, and capital equipment needs as outlined in the annual Elkhart-Goshen Urbanized Area Program of Projects.

2. That the City shall make available to MACOG \$85,000 (Eighty-five Thousand Dollars) in local matching funds for the express purposes stated above for the period January 1, 2026, through December 31, 2026.

3. That the City shall comply with all requirements prescribed by the Federal Transit Administration (FTA) and the Indiana Department of Transportation (INDOT) under the Program, to be administered by MACOG, including, but not limited to the signing and execution of all documents, applications, reports, and the like.

4. MACOG shall administer the Program pursuant to the terms of the grant agreement between MACOG and the State of Indiana, and the Section 5307 grant between MACOG and FTA.

Transit Services Agreement

5. The City hereby designates MACOG as the administering agency for the purpose of FTA and INDOT, including but not limited to the authority to deal directly with all persons, contract agencies, and grantors for the purpose of providing the Program of Projects for the Elkhart-Goshen Urbanized Area.

6. MACOG shall maintain books and records as required by FTA and INDOT as desirable for the administration of said grants and the same shall be available for inspection to the City at any time upon request.

7. MACOG shall be responsible for meeting all audit requirements and other bookkeeping standards prescribed of any Federal or State Agency under which FTA or INDOT is conducted.

8. The City and MACOG agree that neither incurs any liability for the actions of the other in conjunction with the performance of the duties hereunder.

9. MACOG shall contract with qualified transportation providers as required to fulfill and execute the Program.

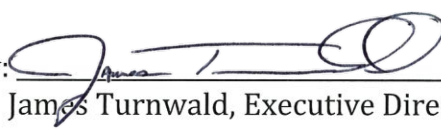
EXECUTED by:

City of Goshen, Indiana

By: 
Gina Leichty, Mayor

Date: 9 / 10 / 26

Michiana Area Council of Governments

By: 
James Turnwald, Executive Director

Date: 09 / 15 / 2026



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September 24, 2026

To: Goshen Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Memorandum of Understanding with St. Joseph River Basin Commission for Water Level Monitoring

It is recommended that the Board approve and ratify the Mayor's execution of the attached Memorandum of Understanding with St. Joseph River Basin Commission (SJRBC) for a water level monitoring project. SJRBC will be responsible for the installation and operation of water level monitoring equipment at four waterways upstream from the city. The data collected will show how high the water is flowing which will assist the City in anticipating the onset of flooding conditions and determining when flooding is occurring. The City will contribute \$14,600 to SJRBC for this project.

Suggested Motion:

Approve and ratify the Mayor's execution of the Memorandum of Understanding with St. Joseph River Basin Commission for water level monitoring.

Memorandum of Understanding

This Memorandum of Understanding ("MOU" or "Agreement") is entered into on September 11, 2026, which shall be the date of the last signature on the signature page ("Effective Date"), by and between St. Joseph River Basin Commission ("SJRCB") and City of Goshen, Indiana ("City"), a municipal government and political subdivision of the State of Indiana acting through Goshen Board of Public Works and Safety.

WHEREAS, SJRCB seeks to expand its water level monitoring capabilities within the St. Joseph River watershed through the installation and operation of water monitoring sensors equipped with real-time data transmission capabilities (the "Project");

WHEREAS, City desires to participate in this effort to improve the collection of real-time water level information on waterways upstream of the City of Goshen by contributing funding to SJRCB for the Project; and

WHEREAS, the parties wish to establish the terms and conditions of their respective responsibilities and cost-sharing obligations related to the Project.

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants contained herein, SJRCB and City agree as follows:

1. Purpose:

The purpose of this MOU is to establish a cooperative framework between SJRCB and City to acquire and deploy water monitoring equipment for the collection of real-time water level information in streams and water bodies within the St. Joseph River watershed. The data gathered by the Project will be instrumental in assessing water availability and other factors relevant to drainage, development, and land use in our communities.

2. Responsibilities:

A. St. Joseph River Basin Commission (SJRCB):

- SJRCB will procure and provide the necessary monitoring equipment, consisting of solar-powered sensors with cellular connectivity for real-time data transmission. SJRCB will own the monitoring equipment.
- SJRCB, at its own expense, will cover the annual service fees for data transmission associated with the operation of monitoring equipment.
- SJRCB will manage the contracts with service providers, ensuring uninterrupted operation and data accessibility.
- SJRCB will secure and coordinate with a contractor to install monitoring equipment and conduct the field measurements necessary to develop stage discharge curves at the selected monitoring sites.

- SJRBC will be responsible for all costs associated with ongoing maintenance, operation, and data collection from the water monitoring equipment following installation.
- SJRBC shall provide City access to or use of all data collected through the water monitoring equipment at no additional cost to City during the initial term or any renewal term of this Agreement.

B. Local Government (City):

- City will reimburse SJRBC for the costs associated with the water monitoring equipment installation and stage discharge curve development at the mutually agreed upon monitoring sites identified in Section 3. Except for the reimbursement obligation set forth in Section 4, City shall have no responsibility for future costs associated with ongoing maintenance, operation, and data collection from the water monitoring equipment.

3. Collaboration:

The success of this collaboration hinges on open communication and coordination between SJRBC and City. To ensure the efficient implementation of the water monitoring program, both parties will work closely to identify suitable monitoring locations and select the number of monitoring units.

The parties have mutually agreed upon the following four (4) monitoring site locations that are outside, but upstream to the City of Goshen:

- Turkey Creek at CR 46
- Elkhart River at CR 142
- Rock Run Creek at CR 131
- Horn Ditch at CR 31.

Any modifications to the monitoring site locations shall require mutual consent of both parties.

4. Financial Arrangements:

The purchase, maintenance, operation, and collection of data from the monitoring equipment, along with the contracts with service providers, will be the responsibility of SJRBC.

City shall reimburse SJRBC for the cost of the Project the sum of \$3,650 per site.

City's total financial obligation to SJRBC under this Agreement is the sum of \$14,600. Payment will be made by City to SJRBC within forty-five (45) days of the Effective Date of this Agreement. No additional reimbursements or payments shall be required from the City during the initial term or any renewal term of this Agreement unless otherwise agreed to in writing by the parties.

5. Duration:

This MOU is effective upon the date of the last signature on the signature page and shall remain in force for a period of five (5) years unless terminated pursuant to this MOU. At the end of the initial term, this MOU will automatically renew for subsequent one-year terms unless a party provides written notice to the other of the intention not to renew at least thirty (30) days prior to the end of the then-current term.

6. Termination:

Either party may terminate this MOU upon thirty (30) days' prior written notice to the other party. This MOU will automatically terminate should the SJRBC cease to exist in its current form.

In the event either party terminates this Agreement during the initial 5-year term, City shall be entitled to receive all data collected through the water monitoring equipment from the Effective Date through the date of termination. City shall not be entitled to a refund of any portion of the \$14,600 paid to SJRBC under is Agreement.

Upon termination of this MOU for any reason, SJRBC will take the necessary steps to terminate any contracts for ongoing services related to the Project.

7. Compliance With Laws:

The parties shall comply with all federal, State of Indiana and local laws and regulations applicable to the Project described herein, including all environmental and health and safety laws and regulations.

8. Integration; Amendment:

This MOU supersedes all prior negotiations, understandings, and agreements, whether written or oral, concerning the subject matter of this MOU and constitutes the parties' entire agreement. This MOU may not be altered except by a written instrument signed by authorized representatives of both parties.

9. Waiver:

Neither the failure nor any delay on the part of a party to exercise any right remedy, power or privilege under this MOU shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

10. Severability:

If any term or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this MOU shall continue in full force and effect unless amended or modified by mutual consent of the parties.

11. Counterparts; Signatures:

This MOU may be separately executed in counterparts by the parties, and the same, when taken together, will be regarded as one original MOU. Electronically transmitted signatures will be regarded as one original MOU. Electronically transmitted signatures will be regarded as original signatures.

12. Indemnification:

SJRBC agrees to indemnify, defend, and hold harmless City, its officers, officials, and employees from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, caused by any negligent act or omission of SJRBC, its employees, agents, contractors, or assigns with regard to the Project, or any violation of law by SJRBC, its employees, agents, contractors, or assigns relating to the Project. The terms and provisions of this Section 12 shall survive the termination of this MOU.

13. Authority:

Each undersigned person signing on behalf of his or her respective party certifies that he or she is duly authorized to bind his or her respective party to the terms of this MOU.

14. Governing Law and Venue:

This MOU will be governed by and construed in accordance with the laws of the State of Indiana. The Circuit and Superior Courts of the state of Indiana located in Elkhart County, Indiana shall have exclusive jurisdiction and venue over any legal action arising out of or relating to this MOU.

15. Attorney's Fees:

Each party shall bear its own attorney's fees and costs in any action to enforce this MOU.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have caused this Agreement to be executed on the date(s) stated below. The parties have read and understand the foregoing terms of this MOU and do, by their respective signatures hereby agree to its terms.

SJRBC

St. Joseph River Basin Commission

By: 

Printed: Matt Meersman

Its: Director & Fiscal Officer

Date: 9-11-26

Local Government

City of Goshen, Indiana

By: 

Printed: Gina M. Leichty

Its: Mayor

Date: 9/10/26



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 • goshen.in.gov
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

September 24, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

RE: Agreement with Struxure Development, LLC for 3rd & Jefferson Apartment Development

Attached for the Board's consideration is a Resolution to approve an Agreement for the Sale, Purchase, and Development of Real Estate with Struxure Development, LLC, and to authorize the Mayor to execute the same. The Agreement outlines the terms for development of Redevelopment owned property located generally in the 200 block of South 3rd Street, north of West Jefferson Street.

Under the Agreement, Redevelopment will transfer the real estate to Struxure Development for the development. The development will include construction of a three (3) story apartment building containing approximately thirty-eight (38) units, with an anticipated capital investment of \$9,500,000. The City will retain a mortgage on the Real Estate in the amount of \$1,500,000 until minimum investment thresholds are met. Closing is to occur by July 1, 2027, with commencement of construction to begin shortly thereafter and be completed by June 1, 2029.

Board of Public Works and Safety approval is necessary to authorize the utility-related provisions in the Agreement, which include funding perimeter parking, curbs, and sidewalks; permitting possible stormwater connections; and providing water and sewer service to the new property line of the subject real estate.

Suggested Motion: Move to approve the Resolution 2026-20 as presented and authorize the Mayor to execute the Agreement on the City's behalf.

RESOLUTION 2026-20

Authorizing Execution of Documents and Sale, Purchase, and Development of Real Estate Agreement

Whereas, the Goshen Redevelopment Commission (“Redevelopment Commission”) has approved an Agreement for the Sale, Purchase, and Development of Real Estate (“Agreement”) with Struxure Development, LLC (“Purchaser”), for the development of a residential apartment project located in the 200 block of South Third Street north of West Jefferson Street;

Whereas, the Agreement provides for the conveyance of approximately 0.69 acres of real estate from the Redevelopment Commission to Purchaser, subject to certain terms, conditions, and obligations detailed therein;

Whereas, pursuant to the Agreement, the City of Goshen (“City”) is responsible for certain infrastructure improvements and utility-related matters adjacent to and serving the subject real estate, including but not limited to permitting connections to city stormwater infrastructure, funding perimeter parking, curbs, and sidewalks adjacent to the subject real estate, and other related utility and infrastructure improvements;

Whereas, it is necessary and proper for the Goshen Board of Public Works and Safety to formally authorize execution of documents and the Redevelopment Director’s authority to sign documents necessary for closing and effectuating the Agreement;

Now, Therefore, Be It Resolved by the City of Goshen Board of Public Works and Safety as follows:

1. The Board of Public Works and Safety hereby approves the Agreement for the Sale, Purchase, and Development of Real Estate with Struxure Development, LLC, and authorizes the Mayor to execute the same on behalf of the City.
2. The Board of Public Works and Safety hereby authorizes the Redevelopment Director to execute all necessary documents related to closing, conveyance, and implementation of the Agreement.

PASSED and ADOPTED on September 24, 2026.

Gina M. Leichty, Mayor

Michael Landis, Member

Mary Nichols, Member

Barb Swartley, Member

Orv Myers, Members

AGREEMENT FOR THE SALE, PURCHASE, AND DEVELOPMENT OF REAL ESTATE

THIS AGREEMENT, is made effective September 8, 2026, by and between City of Goshen, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Redevelopment Commission and the Goshen Board of Public Works and Safety, hereinafter referred to as “Redevelopment,” and Struxure Development, LLC, an Indiana domestic limited liability company, hereinafter referred to as “Developer.”

WHEREAS Redevelopment issued a Request for Proposals dated July 9, 2025, seeking proposals for the purchase and development of certain real estate located in the 200 block of South Third Street in downtown Goshen, Indiana, identified as tax codes 20-11-09-413-008.000-015, 20-11-09-413-009.000-015, 20-11-09-413-010.000-015, and 20-11-09-413-011.000-015, all located in Elkhart Township in the City of Goshen, Indiana, hereinafter collectively referred to as the “subject real estate”. The subject real estate is shown as Exhibit A attached to this Agreement;

WHEREAS, Developer submitted a proposal dated September 11, 2025, and the parties thereafter entered into a Scoping Agreement dated March 10, 2026, establishing a framework for the contemplated development;

WHEREAS, Developer intends to construct a three (3) story, market-rate apartment building of approximately thirty-six thousand five hundred (36,500) square feet, containing thirty-eight (38) residential units consisting of thirty-two (32) one-bedroom units and six (6) two-bedroom units, together with on-site parking, a landscaped courtyard, and related site improvements, with an anticipated capital investment of approximately Nine Million Five Hundred Thousand Dollars (\$9,500,000.00) (the “Project”);

Developer agrees to develop the subject real estate in accordance with the terms, covenants and conditions set forth in this Agreement. Redevelopment agrees to sell and Developer agrees to purchase the subject real estate.

REAL ESTATE

The subject real estate is described as follows:

Lot Number Ten (10) in Barnes’ First South Addition to the City of Goshen, Elkhart County, Indiana; as recorded in Deed Record 15, page 273, less and excepting the West Fifteen (15) feet of said Lot.

AND

Lot Number Eleven (11) in the First South Addition (sometimes known as Barnes’ First South Addition) to the City of Goshen, Elkhart County, Indiana;

as recorded in Deed Record 15, page 273. Less and excepting the West Fifteen (15) Feet of said Lot.

AND

Lot Thirty (30) in Barns' First South Addition to the Town, now City of Goshen, Indiana, except forty-eight (48) feet off the West end of said Lot; said Plat being recorded in Deed Record 15, page 273.

AND

The West Forty-eight (48) feet of Lot Number Thirty (30) as the said Lot is known and designated on the recorded plat of Barn's South Addition to the Town, now City, of Goshen, Indiana; said Plat being recorded in Deed Record 15, page 273 in the Office of the Recorder of Elkhart County, Indiana, less and excepting the West Fifteen (15) feet.

CONSIDERATION FOR PURCHASE AND DEVELOPMENT

Developer agrees to pay Redevelopment the sum of One Dollar (\$1.00) ("purchase price") for the subject real estate at the closing. Redevelopment will transfer title of the subject real estate to Developer upon Developer obtaining all necessary zoning approvals for development of the subject real estate, and delivery of possession to Developer, by no later than July 1, 2027.

As additional consideration, Developer commits to develop the subject real estate on the terms and conditions set forth in this Agreement. Redevelopment agrees to fulfill Redevelopment's obligations as set forth in this Agreement.

REDEVELOPMENT LIEN

Redevelopment will retain a mortgage in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) to insure that Developer makes the agreed to investment in the real estate. Additionally, Redevelopment agrees to subordinate its mortgage to allow Developer to acquire financing for the Project so long as such financing is used solely for this development.

Once Developer has invested Six Million Dollars (\$6,000,000.00) into the real estate, Redevelopment will completely release its mortgage. Developer must submit a certified report, prepared by a licensed accountant or financial professional, verifying that Developer has invested the minimum of Six Million Dollars (\$6,000,000.00) into the Project and subject real estate prior to Redevelopment releasing its mortgage entirely. The investment verification must include documentation of hard and soft costs such as construction materials, labor, engineering, architectural services, and other directly related expenses.

During the term of the Project, Developer must provide Redevelopment with quarterly progress reports detailing expenditures related to the Project, starting thirty (30) days after closing. Redevelopment has the right to audit Developer's financial records related to the Project upon reasonable notice to verify Developer's required investment under this Agreement.

OBLIGATIONS OF REDEVELOPMENT

In order to induce Developer's commitment and investment, Redevelopment agrees to do the following at Redevelopment's expense:

1. Redevelopment will coordinate with the Indiana Brownfield Programs to determine if a Phase I Environmental Assessment, or any further environmental assessment, is warranted. If a Phase I Environmental Assessment or other environmental assessment is required by the Indiana Brownfields Program, the Indiana Department of Environmental Management (IDEM), or Developer's commercial lender, Redevelopment will fund such assessment. If environmental remediation is required, Redevelopment will fund the associated environmental work and will work with Developer to obtain the applicable approvals and environmental closure through the Indiana Brownfields Program and IDEM.
2. If a vapor mitigation system is required for the Project, Redevelopment will fund the installation of such system.
3. Redevelopment will establish and cause the dedication of any additional right-of-way that must be dedicated, and replat the subject real estate accordingly, if necessary, and then transfer the remaining development parcel to Developer. Redevelopment will combine the tax parcels comprising the subject real estate at the time of transfer if permitted by the Elkhart County Auditor.
4. Redevelopment will fund the perimeter parking, curbs, and sidewalks adjacent to the subject real estate, as proposed, to support the parking needs of the Project.
5. Redevelopment will provide City water and sewer service to the new property line of the subject real estate.
6. Redevelopment will fund the stormwater design associated with the public improvements, including right-of-way work and the perimeter public parking.
7. Redevelopment anticipates installing a stormwater storage facility, most likely north of The Hawks (303 River Race Drive), to accommodate drainage associated with the public improvements resulting from the Project. Developer's stormwater needs may be incorporated into the design provided Developer supplies its drainage requirements within one hundred twenty (120) days of execution of this Agreement.

and the additional capacity can be accommodated. If Developer connects to a publicly funded stormwater system, a shared stormwater agreement will be required.

8. Redevelopment agrees to affirmatively support any zoning change, use variance, and developmental variances necessary for the Project, including as to density, building height, setbacks, and parking, so long as the change is consistent with the terms and conditions of this Agreement.

OBLIGATIONS OF DEVELOPER

As additional consideration for the purchase of the subject real estate, Developer agrees to the following at Developer's expense:

1. Develop a site plan and construct the building and improvements consistent with Developer's proposal dated September 11, 2025, the site plan dated July 2, 2026, and the plans as approved by the Redevelopment Commission.
2. Construct all building water lines and building sewer lines necessary to provide water and sewer service to the building constructed.
3. Comply with all applicable federal, state and local laws including all building codes and ordinances, all applicable zoning, and subdivision ordinances and all city engineering policies and standards.
4. Submit final site plans and architectural plans to the Redevelopment Commission and obtain the Commission's approval before commencing construction. Approval will not be unreasonably withheld by the Commission.
5. Retention of stormwater by a method approved by the city engineering department or otherwise consistent with this Agreement. If Developer connects to a publicly funded stormwater system, Developer must enter into a shared stormwater agreement.
6. Install and maintain all landscaping for the Project, including landscaping located within the public right-of-way.
7. Redevelopment will execute, join in, or authorize Developer to submit all applications for zoning approvals, use variances, and developmental variances necessary for the Project, including as to density, building height, setbacks, and parking, and to affirmatively support the same before the Board of Zoning Appeals, so long as such support is consistent with the terms and conditions of this Agreement. The parties acknowledge that the sale, purchase, and development of the subject real estate is contingent upon obtaining these approvals, and that closing and transfer of title will not occur until the approvals are obtained, as provided herein.

8. Pursue and obtain the financing necessary to complete the Project.

INFRASTRUCTURE CONSTRUCTION REQUIREMENTS

Water building lines, sewer building lines, sidewalks, and other appurtenant facilities, must be constructed in accordance with detailed plans and specifications approved in advance of construction by the Goshen City Engineer and the Goshen Board of Public Works and Safety.

Redevelopment and Developer each agree to execute all deeds of easements, rights of way or other documents that are reasonably necessary, desirable or appropriate to further the development of the subject real estate and to provide for the future maintenance of the City of Goshen's water mains, sewer mains, streets and sidewalks. All easements and rights of way obtained will be recorded in the office of the Recorder of Elkhart County, State of Indiana.

City of Goshen will supply the residential building constructed on the subject real estate with water and sewer services to the property line upon the completion of the sewer building lines and water building lines necessary to provide the subject real estate with water and sewer services, but only if Developer constructs, at Developer's expense or otherwise consistent with this Agreement, water and/or sewer building lines from the building to be serviced to the existing water main or sewer main. Such building lines must be constructed in accordance with specifications reasonably approved by the Goshen City Engineer.

All new buildings constructed on the subject real estate must be connected to the City's sewer system and water system at the expense of the purchaser of the subject real estate before the building is occupied.

DUTY TO DEVELOP

Redevelopment will deliver possession of the subject real estate to Developer on or before July 1, 2027. Developer will commence construction of the Project (break ground) on or before August 1, 2027, and must complete construction of the Project on or before June 1, 2029.

If Developer determines that market conditions substantially impact the demand for the Project and thereby the ability to meet the construction deadlines set forth in this Agreement, Developer may submit a written request to Redevelopment for an extension. The request must include documentation demonstrating the specific market conditions affecting demand and a revised timeline for completion of the Project. Redevelopment will evaluate the request in good faith and may grant an extension of up to twelve (12) months, provided that Developer demonstrates continued progress on the Project and adherence to all other obligations under this Agreement. Any extension beyond twelve (12) months will require an amendment to this Agreement.

LANDSCAPING REQUIREMENTS

The landscaping must be consistent with the City of Goshen landscaping requirements, including the street tree requirements applicable to the subject real estate. Developer must pay for all required landscaping on the subject real estate and within the public right-of-way, and Developer will install and maintain the same. At or after closing, Redevelopment and Developer will enter into a separate maintenance agreement, in a form reasonably acceptable to both parties, obligating Developer, at Developer's expense, to maintain the landscaping installed within the adjacent public right-of-way as contemplated herein. Until such maintenance agreement is executed and recorded, Developer's obligation to install and maintain the landscaping under this Agreement will remain in full force and effect.

CLOSING

The closing to transfer ownership of the subject real estate to Developer will occur on or before July 1, 2027, subject to Developer obtaining all necessary zoning approvals for development of the subject real estate. The closing deadline may be extended by agreement of both parties. Parties will equally share the costs of the closing agent.

TITLE INSURANCE

At the time of closing, Redevelopment agrees to provide Developer with a deed conveying a merchantable title to the real estate and a policy of title insurance in standard ALTA owner's form insuring the title to the real estate to be conveyed by Redevelopment to Developer in an amount equal to the purchase price, to be free of defects, except such defects that are included in the standard exceptions forming a part of such policies.

WARRANTIES

Redevelopment will deliver to Developer a warranty deed conveying to Developer a merchantable title to the real estate free and clear of all liens and encumbrances, except conditions of record including zoning restrictions, taxes and assessments. Redevelopment makes no warranty, express or implied, that the real estate is suitable for any particular purpose. Developer has made its own inspection of the real estate and relies solely upon Developer's observation in deciding to purchase the real estate. Developer does not rely upon any representation of Redevelopment or any agent of Redevelopment.

POSSESSION OF REAL ESTATE

Possession and occupancy of the real estate will be delivered to the Developer on the date of closing.

RISK OF LOSS

Redevelopment will assume the risk of loss until the closing at which time Developer will assume the risk of loss.

DEVELOPER'S WARRANTIES AND REPRESENTATIONS

Developer will construct buildings and infrastructure on the subject real estate in accordance with detailed plans submitted to Redevelopment for review and comment by Redevelopment prior to construction. Developer's construction will comply with all applicable federal, state and city statutes including building codes, subdivision ordinances, zoning ordinances, environmental rules and regulations. This Agreement will not be construed to limit Developer's right to petition and obtain zoning variances as it deems necessary.

The person signing this Agreement warrants that such person has full lawful right, power and authority to execute and deliver this Agreement to Redevelopment and has the authority to obligate Struxure Development, LLC to carry out the terms and conditions of this Agreement.

DEFAULT AND REMEDIES

Each of the following shall constitute an event of default under this Agreement:

1. A proceeding under the provisions of the Federal Bankruptcy Code is filed against the Developer or the Developer voluntarily submits itself to such proceeding;
2. The Developer making an assignment for the benefit of creditors;
3. A receiver is appointed for the Developer, the subject real estate or assets of the Developer;
4. Either party materially violates or fails to keep, perform or comply with any of the terms, provisions, and covenants to be kept, complied and performed under this Agreement.

Upon the occurrence of any event of default by the Developer, Redevelopment will notify Developer in writing of the alleged default and will demand performance to remedy the default. The Developer must then proceed to remedy or cure such default within thirty (30) days after receiving the notice. If Redevelopment gives notice of a default of a nature that cannot be reasonably cured within the thirty (30) days, then no breach of this Agreement will be deemed to have occurred so long as the Developer, following notice by Redevelopment, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to cure the same within a reasonable period. In addition, no default will have been deemed to have occurred if and so long as the Developer is delayed in or prevented from curing any default as a result of an unavoidable delay. An unavoidable delay means any delay caused by reason of power outages, fire, acts of God, significant economic dislocations such as inflationary pressures, market collapses, or other unforeseen economic conditions that render performance commercially impracticable, or other reasons beyond Developer's control and not avoidable by reasonable diligence. Following any default by the Developer

for which the Developer does not diligently pursue a cure, Redevelopment may institute and exercise any and all proceedings and remedies permitted by law or equity.

In the event that either the Developer or Redevelopment breach or default under any terms of this Agreement, the non-defaulting party will have the right to such damages as may be available in law or equity, including the right to compel specific performance and/or the right to recover costs and expenses in enforcing the provisions of this Agreement, the costs and expenses incurred to the date of the breach in complying with the terms of this Agreement and the costs and expenses relating to the initiation of construction and development of the plans.

AMENDMENT

This Agreement may be amended only by mutual written consent of the parties. Either party seeking an amendment will submit a written request detailing the proposed amendment, the reasons for the amendment, and any supporting documentation.

The other party will have thirty (30) days to review and respond to the request. If both parties agree to the amendment, they will execute a written amendment that will become effective upon execution. Amendments may be used to address changes in deadlines for closing, construction completion, or any other material term of the Agreement.

In the event of unforeseen circumstances impacting the Project, including but not limited to delays in permitting, environmental remediation, or changes in market conditions, either party may propose an amendment to adjust timelines, obligations, or other relevant provisions to ensure the Project's successful completion.

NOTICE

All notices required or permitted under this Agreement must be in writing and will be deemed delivered when personally delivered, sent by overnight courier, or sent by certified mail, return receipt requested, to the addresses set forth below or such other addresses as the parties may designate in writing, with a courtesy copy sent via email:

If to Redevelopment:	City of Goshen Redevelopment c/o Becky Hutsell, Director 204 East Jefferson Street, Suite 6 Goshen, Indiana 46528 Email: beckyhutsell@goshencity.com
If to Developer:	Struxure Development, LLC P.O. Box 56 Goshen, Indiana 46527 Email: shane@struxuredevelop.com

MISCELLANEOUS

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

In the event that legal action is brought to enforce or interpret the terms and conditions of this Agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.

In the event that either party brings an action to enforce any right conferred by this Agreement or to force the other party to fulfill any obligation imposed by this Agreement, the prevailing party of such action will be entitled to recover all costs of that action, including reasonable attorney's fees.

In the event that any provision of this Agreement is found to be invalid or unenforceable, then such provision will be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

All provisions, covenants, terms and conditions of this Agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Redevelopment and Developer.

The parties' rights and obligations may not be assigned or otherwise transferred without the written consent of the other party, said consent to not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement the day and year first written above.

**City of Goshen
Redevelopment Commission**

By: _____
Brian Garber, President

Attest: _____
Jonathan Graber, Secretary

Board of Public Works and Safety

By: _____
Gina M. Leichty, Mayor

Struxure Development, LLC

By: _____

Printed: _____

Title: _____

EXHIBIT A

The Subject Real Estate



The four (4) parcels outlined above (tax codes 20-11-09-413-008.000-015, -009.000-015, -010.000-015, and -011.000-015), located at South Third Street and West Jefferson Street, comprise the subject real estate.



**ENGINEERING DEPARTMENT
CITY OF GOSHEN**

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **2026 PAVING PROJECT C – CHIP AND SEAL
JN: 2026-0002**

DATE: September 24, 2026

On September 3, 2026, we received proposals for the above referenced project. Following are the results:

Evergreen Roadworks, LLC - \$577,625.86
Pavement Solutions, Inc. - \$766,220.00

The itemized bid tab is attached for your reference.

The Engineering Department is requesting the Board of Public Works and Safety to award the contract to Evergreen Roadworks LLC as the lowest responsive and responsible bidder.

Requested Motion: **Approve the Contract with Evergreen Roadworks, LLC for the 2026 Chip and Seal Project C in the amount of \$577,625.86.**

2026 PAVING PACKAGE C - CHIP AND SEAL JN: 2026-0002
MATERIAL BID TAB
BID DUE DATE - SEPTEMBER 3, 2026

Item No.	Estimated Quantity	Unit	Description	Evergreen Roadworks, LLC		Pavement Solutions, Inc	
				Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Mobilization and Demobilization	\$87,160.00	\$87,160.00	\$20,000.00	\$20,000.00
2	1	LSUM	Temporary Maintenance of Traffic	\$58,145.00	\$58,145.00	\$15,000.00	\$15,000.00
3	1	LSUM	Erosion & Sediment Control (Structure Protection)	\$13,000.00	\$13,000.00	\$10,000.00	\$10,000.00
4	2.1	TONS	Cracks & Joints in Asphalt Pavement, Rout & Seal	\$5,094.25	\$10,697.93	\$8,000.00	\$16,800.00
5	2.1	TONS	Cracks in Asphalt Pavement, Fill	\$2,490.55	\$5,230.16	\$6,000.00	\$12,600.00
6	83103	SYD	Seal Coat, 3P, Single Application, No. 11	\$2.50	\$207,757.50	\$4.25	\$353,187.75
7	13172	SYD	Seal Coat, 6P, Double Application, No. 11 & 9	\$7.80	\$102,741.60	\$7.75	\$102,083.00
8	96275	SYD	Fog Seal, AE-F, 0.15 gal/syd (60 Degrees F)	\$0.45	\$43,323.75	\$0.85	\$81,833.75
9	231	LFT	Paint, White, Stop Bar, 24"	\$17.00	\$3,927.00	\$17.00	\$3,927.00
10	20455	LFT	Paint, White, Single Line, 4"	\$0.68	\$13,909.40	\$2.65	\$54,205.75
11	29895	LFT	Paint, Yellow, Single Line, 4"	\$0.68	\$20,328.60	\$2.65	\$79,221.75
12	200	LFT	Paint, Yellow, Single Line, 6"	\$5.65	\$1,130.00	\$9.50	\$1,900.00
13	138	LFT	Paint, White, Single Line, 12"	\$11.30	\$1,559.40	\$9.50	\$1,311.00
14	22	EA	Paint, White, Arrow (Left/Right)	\$226.41	\$4,981.02	\$375.00	\$8,250.00
15	2	EA	Paint, White, Arrow (Straight/Left/Right)	\$339.00	\$678.00	\$450.00	\$900.00
16	2	EA	Paint, White, Railroad	\$849.00	\$1,698.00	\$1,250.00	\$2,500.00
17	2	EA	Paint, White, School	\$679.25	\$1,358.50	\$1,250.00	\$2,500.00
			BID AMOUNT TOTAL:		\$577,625.86		\$766,220.00

I certify that this bid tab is true and accurate, and the contractors submitted all the required bid information.



Brad Minnick, P.E.
Civil Engineer
City of Goshen

CITY OF GOSHEN, INDIANA

CONTRACT

FOR

PROJECT: 2026 Paving Package C - Chip and Seal

PROJECT NUMBER: 2026-0002

THIS CONTRACT ("Contract") is entered into on _____, 2026, which is the date of the last signature set forth on the signature page (the "Effective Date"), by and between **Evergreen Roadworks, LLC**, an Indiana Limited Liability Company ("Contractor"), whose business address is 1414 W. Anthony Drive, Urbana, IL 61802, 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 Contract, City and Contractor agree as follows:

1. Scope of Work.

- (A) Contractor shall provide all services necessary for successful completion and acceptance of the above referenced public works project (hereinafter referred to as "Project") in accordance with the Specifications that are made a part of and incorporated by reference into this Contract. The Project includes, but is not limited to furnishing and applying liquid asphalt and cover aggregate on properly prepared bituminous streets, together with all associated supervision, labor, materials, equipment, tools, transportation, services, and other resources necessary.
- (B) For the purposes of this Contract and the Specifications, all services to be performed by Contractor for the Project shall be referred to as the "Work." The Work includes, but is not limited to, providing all associated supervision, labor, materials, equipment, tools, transportation, services, and other resources necessary for the successful completion and acceptance of the Project, including all tasks, activities, items and incidental requirements, whether or not specifically called for in the Specifications and Contract Documents, or any incorporated documents, necessary to produce a complete, functional, and compliant Project.
- (C) Contractor agrees to execute the Work by following and applying at all times the highest professional and technical guidelines and standards.

2. Component Parts of this Contract.

- (A) This Contract shall include the terms and conditions set forth herein, as well as the terms and conditions set forth in the following component parts which are specifically incorporated into this Contract by reference:
 - (1) City of Goshen, Indiana Specifications and Contract Documents for the Project, including addenda, if any.
 - (2) Contractor's proposal to perform the Work for the Project as submitted to City, including the Project Proposal Form and all submittals and attachments prepared by Contractor.
 - (3) Notice to proceed issued by City to Contractor.
 - (4) Amendments and/or change orders that may be subsequently executed by City and Contractor.
 - (5) Contractor's performance bond, payment bond, and maintenance bond.
 - (6) Contractor's certificate of insurance.

- (B) In the event of a conflict inconsistency or ambiguity in this Contract and any of the component parts, the following order of precedence shall govern:
- (1) Executed Amendments and/or Change Orders;
 - (2) This Contract;
 - (3) The City of Goshen Specifications and Contract Documents, including addenda, if any;
 - (4) Contractor's Project Proposal Form as submitted to City;
 - (5) Other documents incorporated by reference; and
 - (6) City's (and/or City's authorized representative's) written determination to resolve any conflict, inconsistency or ambiguity existing in this Contract and any of the component parts.

3. **Duties of Contractor.**

- (A) Contractor shall provide all associated supervision, labor, materials, equipment, tools, transportation, services, and other resources necessary for the successful completion and acceptance of the Project, including all tasks, activities, items and incidental requirements, whether or not specifically called for in the Specifications and Contract Documents, or any incorporated documents, necessary to produce a complete, functional, and compliant Project.
- (B) In accordance with Indiana Code § 5-16-13-9, Contractor, as a tier 1 contractor as defined by Indiana Code § 5-16-13-4(1) (the prime or general contractor), agrees that not less than fifteen percent (15%) of the total Contract price, as determined at the time the Contract is awarded, will be contributed by work performed by Contractor's employees, materials supplied directly by Contractor, and/or services supplied directly by Contractor's employees.
- (C) Contractor is responsible for ensuring that all contractors in any contractor tier that are performing some part of the work on, supplying some of the materials for, or supplying a service for the Project are also in compliance with all statutory requirements set forth in Indiana Code § 5-16-13 et seq. and all applicable provisions of this Contract.

4. **Effective Date; Term.**

- (A) The Contract shall become effective on the date of the last signature of the authorized representatives of both the City of Goshen and Contractor (the "Effective Date").
- (B) This Contract and shall continue until all Work on the Project is completed to the satisfaction of City and the respective obligations of each party have been carried out in full, unless otherwise terminated in writing.
- (C) Contractor shall begin Work as soon as practical and in proper weather conditions after receiving a written notice to proceed from City.
- (D) Contractor shall carry out all Work expeditiously with adequate work forces and shall substantially complete the Project by July 1, 2027.
- "Substantial completion" or "substantially complete" refers to the date when the Work is sufficiently complete in accordance with the Specifications and Contract Documents, as may be modified by any written and approved amendments or change orders, and the Project is available for its intended use or purpose.
- (E) If Contractor does not substantially complete the Project within the time period set forth in paragraph (D), City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not substantially completed within the time period set forth in paragraph (D), in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor

shall pay to the City of Goshen, the sum of One Thousand Dollars (\$1,000) per day as liquidated damages and not as a penalty. Liquidated damages shall be assessed for each calendar day until substantial completion is achieved.

5. Compensation.

- (A) City shall compensate Contractor for the satisfactory performance of the Work under this Contract based on the Contractor's established unit prices for the work items as set forth in the Project Proposal Form, a copy of which is attached to this Contract.

The quantities shown for each work item are estimates only and based on the best information currently available. The actual quantities needed for each work item may be higher or lower than the estimated quantities, and compensation will be made using the established unit prices for each work item and the actual quantities used in the Project. Adjustments to the actual number of units for a work item used in the Project and resulting compensation will be done by written change order.

- (B) Total (estimated) Project cost, prior to any amendment(s) or change order(s), is Five Hundred Seventy-seven Thousand Six Hundred Twenty five and 86/100 Dollars (\$577,625.86).
- (C) Contractor will be responsible for all expenses incurred in the performance of Work under this Contract. Compensation paid to Contractor is in full consideration for any Work performed and any expenses incurred while performing said Work.

6. Payment and Retainage.

- (A) City shall compensate Contractor as Work on the Project progresses, based on the dollar value of Work satisfactorily completed in accordance with the unit prices set forth in Section 5, Compensation. All progress payment amounts shall be subject to the City's verification of actual quantities.
- (B) As a condition of payment, all Work performed under this Contract must meet the City's reasonable satisfaction and comply with all requirements of the Specifications and Contract Documents. City shall have no obligation to pay for any Work determined to be unsatisfactory, defective, or inconsistent with the terms of this Specifications and Contract Documents.
- (C) In accordance with Indiana Code § 36-1-12-13.1 and 14, City shall withhold payment of money in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services or three percent (3%) of the dollar value of all Work satisfactorily completed, whichever is greater, until the Project is substantially complete. Upon substantial completion, if minor items remain uncompleted, an amount computed under Indiana Code § 36-1-12-14(f) shall be withheld until those items are completed.
- (D) If Contractor subcontracts parts of Work under this Contract, Contractor shall include in their respective contracts' provisions for the retainage of portions of payments by Contractor to subcontractors, and for the payment of subcontractors.
- (E) Contractor shall submit a detailed invoice itemizing the Work satisfactorily completed no more frequently than once every thirty (30) days. Contractor shall NOT submit an invoice prior to the completion of the Work. The invoice shall be submitted to City for review and acceptance to the following address, or at such other address as City may designate in writing:

City of Goshen, Indiana
c/o Goshen Engineering Department
204 E. Jefferson St., Ste. 1
Goshen, IN 46528
Email is also acceptable at Engineering@goshencity.com

- (F) In addition, Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for this Project before City makes final payment.
- (G) Except for a final payment as provided by subparagraph (1), City will process payment to Contractor within forty-five (45) days after receipt of a complete and detailed invoice, subject to City's review and acceptance. In the event of any dispute, City shall pay only the undisputed portion of the invoice. Payment shall be considered made on the date of mailing the check.
 - (1) If the Project is for the construction, improvement, alteration, repair, or maintenance of a highway, street, road or alley, upon Contractor's completion of the Project in accordance with the Specifications and Contract Documents, the final inspection and acceptance by City, and provided Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing services under this Contract, City shall pay Contractor the final payment within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.
- (H) Any payment made by City shall not relieve the obligation of Contractor to correct any unsatisfactory or defective Work, nor shall such payment constitute acceptance of any Work not in compliance with the Specifications and Contract Documents.
- (I) Contractor shall have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

7. **Payment Bond.**

- (A) Contractor agrees to provide City an approved payment bond equal to the contract price within fourteen (14) days of the Effective Date of this Contract.
- (B) The payment bond is binding on Contractor, and a contractor in any contractor tier, and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The payment bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The payment bond must specify that a modification, omission or addition to the terms and conditions of the contract, plans, specifications, drawings or profile; a defect in the public work contract; or a defect in the proceedings preliminary to the letting and award of the public work contract does not discharge the surety.
- (C) The surety on the payment bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

8. **Performance Bond.**

- (A) Contractor agrees to provide City an approved performance bond equal to the contract price within fourteen (14) days of the Effective Date of this Contract.
- (B) The performance bond shall guarantee the faithful and proper performance of the Work in accordance with the Specifications and Contract Documents. The performance bond must specify that a modification, omission or addition to the terms and conditions of the contract, plans, specifications, drawings or profile; a defect in the contract; or a defect in the proceedings preliminary to the letting and award of the public work contract does not discharge the surety.
- (C) The City shall not release the surety on the performance bond until one (1) year after the date of the City's final settlement with Contractor.

9. **Work/Construction Schedule.**

- (A) Contractor agrees to prepare and submit a work/construction schedule within fourteen (14) days of the Effective Date of this Contract for approval by City.
- (B) The work/construction schedule shall detail the sequence of activities and time duration(s) for the Work so that the Project is completed on or before the substantial completion date. After beginning the Work, Contractor shall update and submit to City the work/construction schedule on a weekly basis until all Work on the Project is complete.
- (C) Contractor agrees to adhere to the work/construction schedule as updated. If Contractor fails to adhere to the work/construction schedule, Contractor shall adopt other or additional means and methods of work or construction and commit additional labor, equipment and other resources as necessary to make up for the time lost and to ensure completion of the Project on or before the substantial completion date.
- (D) Contractor agrees that no modification to the work/construction schedule that will delay the completion of the Project beyond the substantial completion date will be permitted without a formal amendment to this Contract.

10. **Maintenance of Traffic Plan.**

- (A) Contractor agrees to prepare and submit a plan for maintaining traffic within fourteen (14) days of the Effective Date of this Contract for approval by City.
- (B) The maintenance of traffic plan shall include complete details including all traffic control devices to be incorporated.

11. **Project Safety.**

- (A) Contractor shall be responsible for initiating, maintaining, supervising and enforcing all safety precautions and programs in connection with the Project, and shall comply with any protective measures indicated in these Specifications and Contract Documents and as required by local, state and federal rules and regulations.
- (B) Pursuant to Indiana Code § 36-1-12-20, if the performance of Work for this Project requires the creation of a trench of at least five (5) feet in depth, Contractor and/or any contractor in any contractor tier shall perform such work in accordance with IOSHA regulations 29 CFR 1926, Subpart F, for trench safety systems. 29 CFR 1926, Subpart F, are incorporated into these Specifications and Contract Documents by reference.

12. **Materials and Workmanship; Inspection.**

- (A) All equipment, goods, materials, and systems provided in the performance of this Contract shall be as specified in these Specifications and Contract Documents, be of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- (B) In accordance with Indiana Code § 5-16-8-2 et seq., if any steel or foundry products are to be used or supplied in the performance of this Contract, Contractor shall use only steel or foundry products made in the United States.
- (C) City shall be afforded complete and unhindered access to the Work for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- (D) City shall have the right to reject equipment, goods, materials, systems and/or workmanship and require the correction or replacement of equipment, goods, materials, systems or workmanship which are defective or do not conform to the requirements of the Specifications. Contractor shall correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City.

- (E) In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.

13. **Warranty; Maintenance Bond.**

- (A) Contractor shall warrant all equipment, goods, materials, and systems furnished under this Contract to be new unless otherwise specified, and all workmanship to be of the highest quality, free from faults and defects, and to conform to the requirements of the Specifications.
- (B) This warranty period shall be as specified in the Specifications, or if no warranty period is specified, the warranty period shall be a minimum of three (3) years after substantial completion of the Project. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- (C) Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the equipment, goods, materials, systems or workmanship which are defective or do not conform to the requirements of the Specifications.
- (D) Upon final completion of the Project, Contractor shall assign to City all assignable manufacturer warranties, guarantees, and service agreements. Should it become necessary, Contractor agrees to assist City with all necessary steps to file and collect on any manufacturer's warranty for any equipment, goods, materials and systems furnished under this Contract and installed by Contractor or any subcontractor.
- (E) Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.
- (F) Contractor agrees to provide City an approved maintenance bond in an amount equal to ten percent (10%) of the contract price upon completion of the Project and acceptance by the City.
- (G) The maintenance bond shall guarantee that all equipment, goods, materials, and systems used and used in the Project and resulting workmanship are in accordance with the Specifications. Contractor shall be responsible for removing and correcting all defects due to faulty or defective equipment, goods, materials, systems, and/or workmanship and shall pay for any damages to other work resulting therefrom which shall be discovered within the guarantee period.
- (H) The maintenance bond shall not be released until three (3) years after the acceptance of the Work by City.

14. **Independent Contractor.**

- (A) Contractor enters into this Contract, and will remain throughout the term of the Contract, as an independent contractor. This Contract does not in any way create any type of partnership, association, joint venture, or other business relationship. Contractor agrees that Contractor and any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor, and such employees, agents or subcontractors are not and will not become employees, agents or subcontractors of City while this Contract is in effect.
- (B) Contractor shall be solely 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.
- (C) Contractor shall provide all necessary unemployment and workers' compensation insurance, and any other insurance on Contractor and Contractor's employees, agents or subcontractors. Contractor is solely responsible for compliance with all federal, state and local laws regarding the reporting of compensation earned and the payment of all income taxes. City will not withhold from any compensation paid any amounts for federal, state or local income taxes.

15. **Non-Discrimination.**

- (A) This Section applies to a contractor in any contractor tier, including any subcontractors.
- (B) In accordance with Indiana Code § 22-9-1-10, Contractor and all subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.
- (C) In accordance with Indiana Code § 5-16-6-1, the Contractor agrees:
 - (1) That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
 - (2) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin or ancestry;
 - (3) That there may be deducted from the amount payable to Contractor by City under this Contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and
 - (4) That this Contract may be canceled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section of the Contract.

16. **Employment Eligibility Verification.**

- (A) This Section applies to a contractor in any contractor tier, including any subcontractors.
- (B) In accordance with Indiana Code § 22-5-1.7 et seq., by execution of this Contract, Contractor affirms under the penalties for perjury that Contractor does not knowingly employ an unauthorized alien.
- (C) Contractor further agrees to enroll in and verify the work eligibility status of all 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.
- (D) In accordance with Indiana Code § 5-16-13-11(1), before an individual who is required to be verified under Indiana Code § 22-5-1.7 begins work on the Project, Contractor shall submit to City the E-Verify case verification number for the individual. An individual who is required to be verified under Indiana Code § 22-5-1.7 whose final case result is final non-confirmation may not be employed on the Project.
- (E) Contractor or any subcontractor shall not knowingly employ or contract with an unauthorized alien, and shall not retain an employee or continue to contract with an individual that Contractor or subcontractor subsequently learns is an unauthorized alien.
- (F) Contractor shall require all subcontractors that perform work under this Contract to certify to 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 except for a

subcontractor that is self-employed and does not employ any employees. Contractor agrees to maintain this certification throughout the duration of the term of this Contract.

- (G) City may terminate the Contract if Contractor fails to cure a breach of this Section no later than thirty (30) days after being notified by City of a breach.

17. **Investment Activities in Iran.** In accordance with Indiana Code § 36-1-12-23 and Indiana Code § 5-22-16.5, by execution of this Contract, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

18. **Federal Debarment and Suspension.**

- (A) If any portion of the Project is funded with federal financial assistance, Contractor certifies, by execution of this Contract and in accordance with 2 CFR 180.300, that neither Contractor, its principals, nor any subcontractor proposed for use on the Project, is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded transactions pursuant to 2 CFR Part 180. Contractor further certifies that Contractor shall not subcontract with a subcontractor that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded transactions pursuant to 2 CFR Part 180.
- (B) Contractor agrees to comply with Subpart C of 2 CFR Part 180 and include provisions requiring compliance with Subpart C of 2 CFR Part 180 in every subcontract and other lower-tier covered transaction related to the Project. Before entering into a subcontract or lower-tiered covered transaction, Contractor shall verify through the System for Award Management (SAM.gov) Exclusions to determine that the person is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded transaction. Contractor shall maintain records of each verification and shall provide such records to City upon request.
- (C) At any time during the term of this Contract, Contractor shall immediately notify the City in writing if there is any change in the status set forth in paragraph (A) of Contractor and its principals, and each subcontractor used in the Project.
- (D) A violation of this Section shall constitute a material breach of this Contract.

19. **Employee Drug Testing Program.**

- (A) This Section applies to a contractor in any contractor tier, including any subcontractors.
- (B) Contractor must implement the employee drug testing program that complies with the requirements of Indiana Code § 4-13-18 et seq. and as described in Contractor's written plan submitted with their Project Proposal Form.
- (C) City may cancel or terminate this Contract in the event Contractor fails to implement the employee drug testing program during the term of the Contract; fails to provide information regarding the implementation of Contractor's employee drug testing program at the request of City; or provides City false information regarding the Contractor's employee drug testing program.

20. **Contractor Compliance with Other Laws.**

- (A) This Section applies to a contractor in any contractor tier, including any subcontractors.
- (B) In accordance with Indiana Code § 5-16-13-11, Contractor agrees:
 - (1) A contractor shall not pay cash to any individual employed by Contractor for Work done by the individual on the Project.
 - (2) A contractor is and shall remain in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 USC 201-209) and the state Minimum Wage Law of 1965 (Indiana Code § 22-2-2-1 through Indiana Code § 22-2-2-8).

- (3) A contractor is and shall remain in compliance with the worker's compensation or occupational diseases requirements under Indiana Code § 22-3-5-1 and Indiana Code § 22-3-7-34.
- (4) A contractor is and shall remain in compliance with the unemployment insurance under Indiana Code § 22-4-1 through Indiana Code § 22-4-39.5.
- (5) A contractor is and shall remain in compliance with the training program requirements under Indiana Code § 5-16-13-12 as applicable.
- (C) In accordance with Indiana Code § 5-16-13-13, a contractor shall preserve all payroll and related records of a contractor for a period of three (3) years after completion of the Project; and shall open such records to inspection by the department of workforce development.

21. **Insurance.**

- (A) Prior to commencing Work, 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.
- (B) 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.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) 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.
 - (3) 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.
 - (4) Excess Umbrella Coverage - \$2,000,000 each occurrence

22. **Indemnification.** Contractor shall indemnify, defend, 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, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, employees and subcontractors during the performance of this Contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City and shall not be limited by reason of insurance coverage required by this Contract.

23. **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 affected party shall immediately or as soon as reasonably possible under the circumstances provide written notice to the other party. The notice shall provide evidence of the Force Majeure Event to the satisfaction of the other party. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. The affected party shall do everything possible to resume performance. 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 and the other party shall have no recourse.

24. **Suspension of Work.** City may suspend all or part of the Work for convenience or public necessity. Contractor shall protect the completed portion of the Project during any suspension. Contractor may be

entitled to a reasonable extension of time due to the suspension but shall not be entitled to additional compensation unless authorized by a written change order.

25. **Funding Cancellation.** If the City's Common Council makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of the Work under this Contract, this Contract shall be canceled. A determination by the Common Council that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

26. **Default.**

- (A) If Contractor fails to perform the Work or comply with the provisions of this Contract, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the Work 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 work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the Work described under these Specifications and Contract Documents.
 - (7) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.

27. **Termination.**

- (A) This Contract will continue in effect until all required Work provided for in this Contract has been completed to the satisfaction of City and the respective obligations of each party have been carried out in full and shall then terminate.
- (B) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (C) The Contract may be terminated in whole or in part, at any time, in the event a written determination is made under the Section entitled Funding Cancellation.
- (D) City may terminate this Contract, in whole or in part, in the event of default by Contractor.
- (E) Contractor shall be paid for all Work performed and expenses reasonably incurred prior to notice of termination.
- (F) 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 Contract.

28. **Subcontracting or Assignment of Contract.**

- (A) Contractor shall not assign, transfer, delegate, subcontract, or otherwise convey any right, interest, duty, or obligation under this Contract, including any right to payment, without the prior written consent of City, which consent may be granted or withheld in City's sole discretion. Notwithstanding the foregoing, City acknowledges and approves the subcontractors, if any, identified in Contractor's proposal submitted in response to the solicitation for the Project. Contractor shall not replace, add, or substantially change the scope of work of any such approved subcontractor without City's prior written consent. Any attempted assignment, transfer, delegation, or subcontract without the required consent shall be void and of no effect.
- (B) No approval by the City of any subcontractor or subcontracting arrangement shall relieve Contractor of the Contractor's obligations under this Contract. Contractor shall remain fully responsible for the performance of all Work required under this Contract, whether performed by Contractor or by any approved subcontractor.
- (C) Contractor shall promptly provide written notice to City of any change in Contractor's legal name or legal status. Contractor shall provide any documentation reasonably requested by City to verify such change and facilitate continuation of payments for performance under this Contract.

29. **Change Orders.**

- (A) If in the course of the Work it becomes necessary to change or alter the original Specifications, City may issue a change order to add, delete or change an item(s) in the original Contract, with the Contract price and/or substantial completion date, being adjusted accordingly. The change order shall be prepared by the licensed architect or engineer assigned to the Project.
- (B) If the change order requires an increase or decrease in units of materials that are included in the original Contract, the cost of these units must be the same as shown in the original Contract.
- (C) Except in the case of an emergency, Contractor shall not commence any additional Work or change in scope of the work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.

30. **Access to Records.** Contractor shall maintain all books, documents, papers, accounting records, payroll records, and supporting data relating to the Project for at least three (3) years after completion of the Project. City shall have the right to inspect such records upon reasonable notice.

31. **Modifications or Amendments.** Any modification or amendment to the terms and conditions of the Contract, including a change order, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Contract shall be of no force and effect.

32. **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 or excuse shall be in writing and signed by the party claimed to have waived such right.

33. **Applicable Laws.**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required to be included in this Contract are incorporated by reference.
- (B) Any provision of this Contract 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 Contract.
- (C) The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this Contract by reference.
- (D) 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 parties to determine whether the provisions of this Contract require formal modification.

- (E) 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.
- (F) 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 Project. Failure to do so may be deemed a material breach of Contract.

34. **Governing Law.**

- (A) These documents shall be construed in accordance with and governed by the laws of the State of Indiana. Any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (B) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

35. **Severability.** In the event that any provision of the Contract 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 Contract shall not affect the validity or enforceability of any other provision of the Contract.

36. **Notice.** Any notice required or desired to be given under this Contract 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. 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: Goshen Engineering Department
204 E. Jefferson St., Ste. 1
Goshen, IN 46528
Email: Engineering@goshencity.com

with a copy to:

City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528
Email: Legal@goshencity.com

Contractor: Evergreen Roadworks, LLC
1414 W. Anthony Drive
Urbana, IL 61802

and

Evergreen Roadworks, LLC
6640 Intech Blvd., Suite 200
Indianapolis, IN 46268

37. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.

38. **Entire Agreement.** This Contract, together with all component parts of this Contract, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements.

39. **Authority to Execute; Counterparts and Electronic Signatures.**

- (A) The undersigned affirm that all steps have been taken to authorize execution of this Contract, and upon the undersigned's execution, bind their respective organizations to the terms of the Contract.
- (B) This Contract may be executed in two or more counterparts, each of which shall be taken to be one and the same document, with the same effect as if the parties hereto had signed the same signature page. An electronic copy of any party's signature shall be deemed legally binding as the original signatures.

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

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

Evergreen Roadworks, LLC

Gina M. Leichty, Mayor

Date: September 24, 2026

By: _____

Printed: _____

Title: _____

Date: _____

CITY OF GOSHEN, INDIANA
PROJECT: 2026 Paving Package C - Chip and Seal
PROJECT NUMBER: JN: 2026-0002

WORK ITEMS - BASE BID

Streets Included: Midway Road, Peddlers Village Road, Georgia Road, Weaver Lane, Logan Street, Reynolds Road, Dierdorff Road, Chicago Avenue, Brinkley Way, Harrison Ridge and Weaver Woods Subdivisions

This completed form must be included with the Contractor's Proposal for the above referenced Project. Transfer the sum of the work items for the Base Bid and Alternates, if any, to PART 2 - PROPOSED CONTRACT PRICE.

Contractor Name: Evergreen Roadworks, LLC					
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	TOTAL COST
1	Mobilization and Demobilization	1	LSUM	87,160.00	87,160.00
2	Temporary Maintenance of Traffic	1	LSUM	58,145.00	58,145.00
3	Erosion & Sediment Control (Structure Protection)	1	LSUM	13,000.00	13,000.00
4	Cracks and Joints in Asphalt Pavement, Rout and Seal	2.1	TONS	5,094.25	10,697.93
5	Cracks in Asphalt Pavement, Fill	2.1	TONS	2,490.55	5,230.16
6	Seal Coat, 3P, Single Application, No. 11	83,103	SYD	2.50	207,757.50
7	Seal Coat, 6P, Double Application, No. 11 & 9	13,172	SYD	7.80	102,741.60
8	Fog Seal, AE-F, 0.15 gal/syd (60 Degrees F)	96,275	SYD	0.45	43,323.75
9	Paint, White, Stop Bar, 24"	231	LFT	17.00	3,927.00
10	Paint, White, Single Line, 4"	20,455	LFT	0.68	13,909.40
11	Paint, Yellow, Single Line, 4"	29,895	LFT	0.68	20,328.60
12	Paint, Yellow, Single Line, 6"	200	LFT	5.65	1,130.00
13	Paint, White, Single, Line, 12"	138	LFT	11.30	1,559.40
14	Paint, White, Arrow (Left/Right)	22	EA	226.41	4,981.02
15	Paint, White, Arrow (Straight/Left/Right)	2	EA	339.00	678.00
16	Paint, White, Railroad	2	EA	849.00	1,698.00
17	Paint, White, School	2	EA	679.25	1,358.50
TOTAL BASE BID				\$577,625.86	



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **ASPHALT PAVING PROJECT B MAPLE CITY INDUSTRIAL PARK
(JN: 2026-0002B)**

DATE: September 24, 2026

Niblock Excavating, Inc, has submitted a road closure request for pavement reconstruction on Chicao Avenue, between Lincoln Avenue and Pike Street. The detour route will utilize Indiana Avenue, attached is the MOT for reference. The closure is scheduled to begin Monday, September 28, 2026 and conclude on Friday, October 9, 2026.

Requested motion: Move to approve the road closure of Chicago Avenue Monday, September 28, 2026 through Friday, October 9, 2026.

**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

Gina Leichty, Mayor

Orv Myers, Member

Mary Nichols, Member

Michael Landis, Member

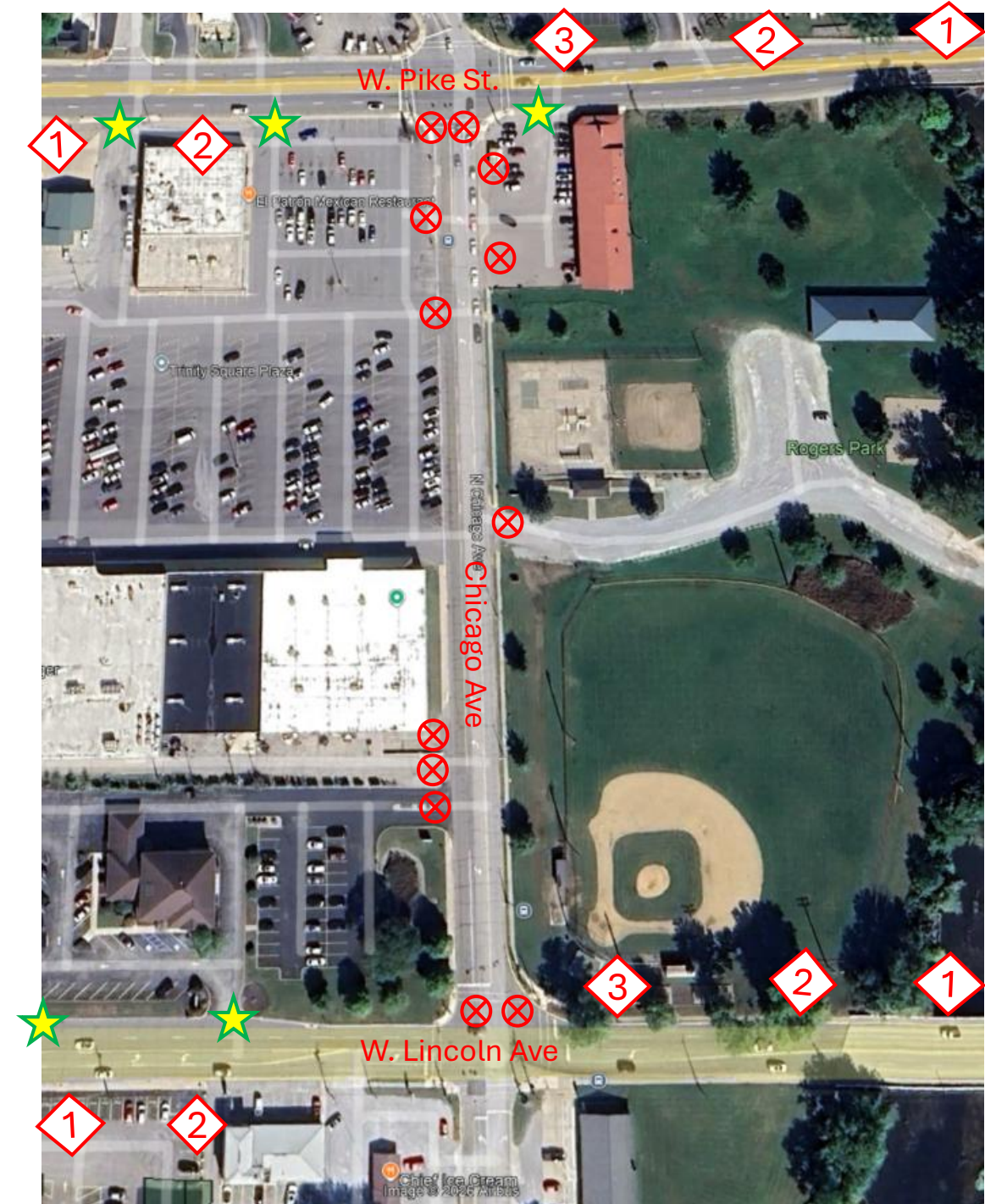
Barb Swartley, Member

Chicago Ave (Pike St-W. Lincoln Ave)

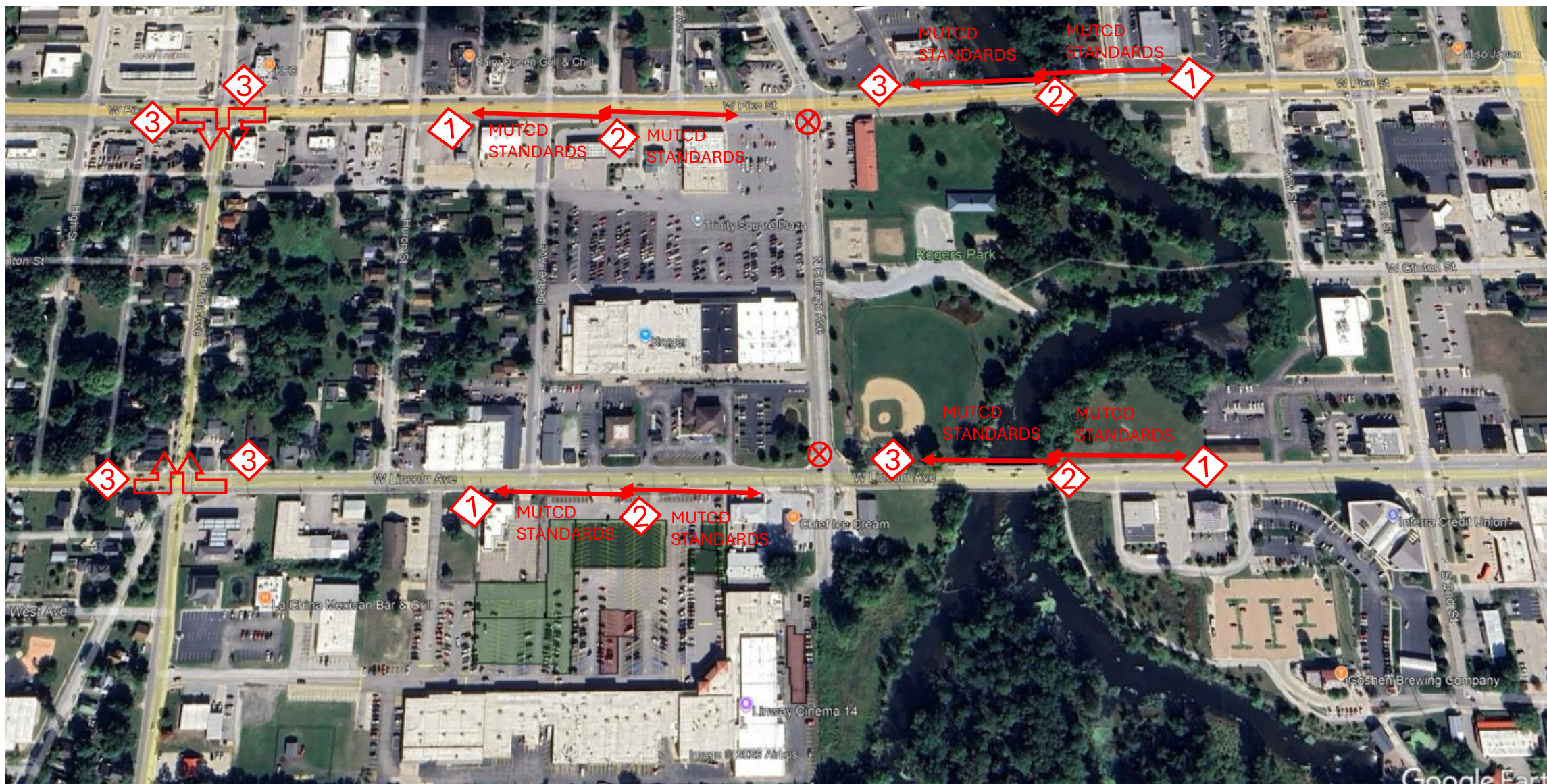
Goshen, IN.

Proposed MOT (IAW MUTCD Standards)

-  Road Construction Ahead
-  Road Closed Ahead
-  Detour
-  Road Closed (Type III barricades)
-  Entrances Open to Residence/Business



Eastbound/Westbound traffic on Pike St & Lincoln Ave. will be detoured onto Indiana Ave.





**ENGINEERING DEPARTMENT
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **RIVER RACE DRIVE ROAD CLOSURE (JN: 2025-2038)**

DATE: September 24, 2026

Niblock Excavating, Inc. has requested the attached road closure, on River Race Drive from West Monroe Street and West Purl Street, as shown on the attached plan sheet. The road closure would begin on Monday, September 28, 2026 and conclude on Wednesday, October 21, 2026.

Requested Motion: **Move to accept the proposed road closure of River Race Drive, from September 28, 2026 to October 21, 2026 to accommodate road construction operations.**

APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **CENTURY DRIVE LANE CLOSURE – PHASE II (JN: 2024-0030)**

DATE: September 24, 2026

Niblock Excavating has moved into the next phase of the Century Drive Reconstruction project. They are requesting the closure of the southbound lane of Century Drive, from College Avenue to Eisenhower Drive, until Saturday, November 21, 2026. The lane will be closed for Niblock to reconstruct the roadway and perform minor drainage improvements. One-way, southbound, traffic will be maintained on the reconstructed northbound lane. Other traffic is detoured via Kercher Road, County Road 31, and College Avenue. Access will be maintained to all businesses within the closure. This closure incorporates Phase II of the project, and the traffic control plan is attached. All appropriate traffic control devices will be utilized.

Requested motion: Move to approve the southbound lane closure on Century Drive from College Avenue to Eisenhower Drive until Saturday, November 21, 2026.

**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

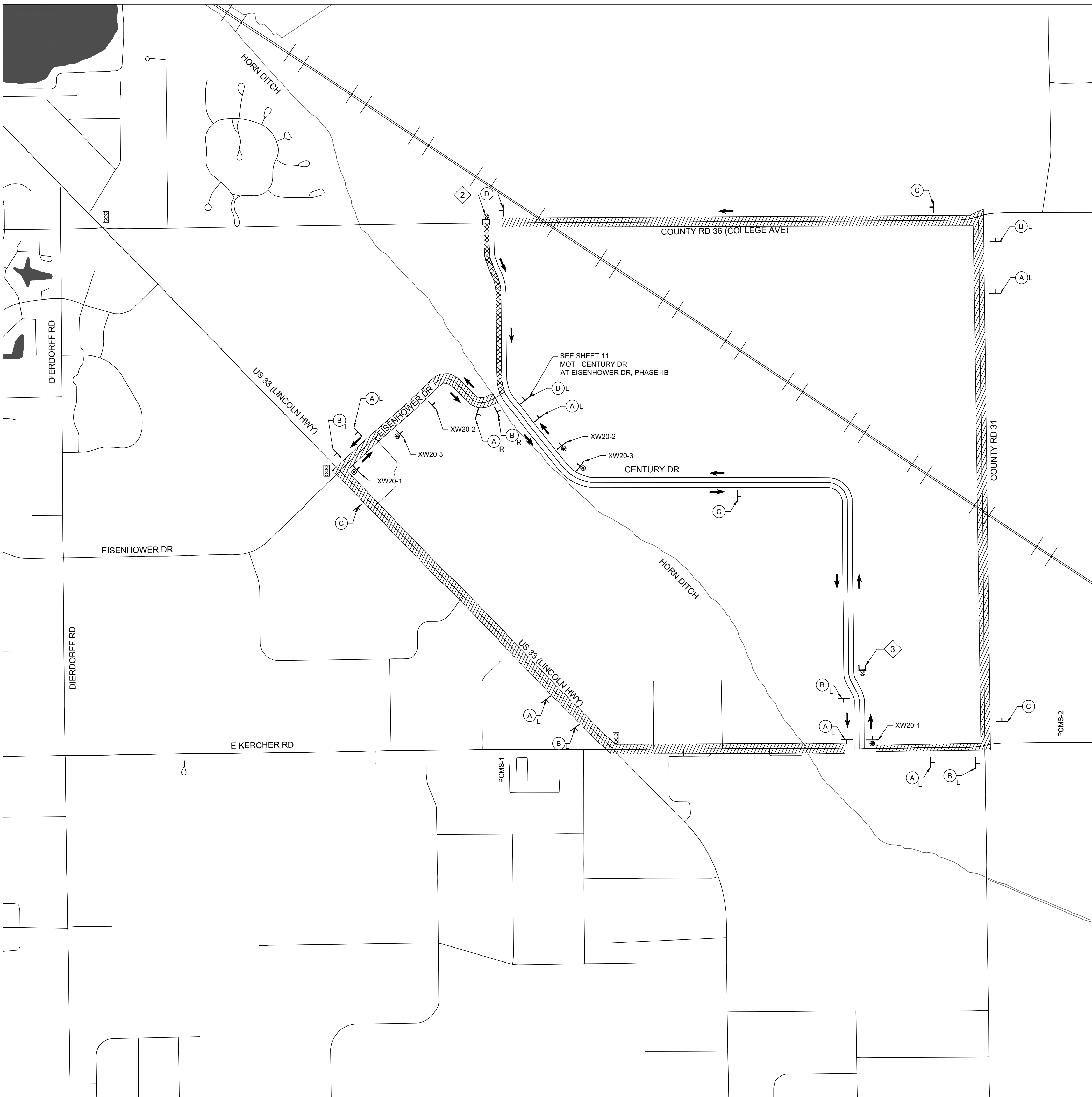
Gina Leichty, Mayor

Barb Swartley, Member

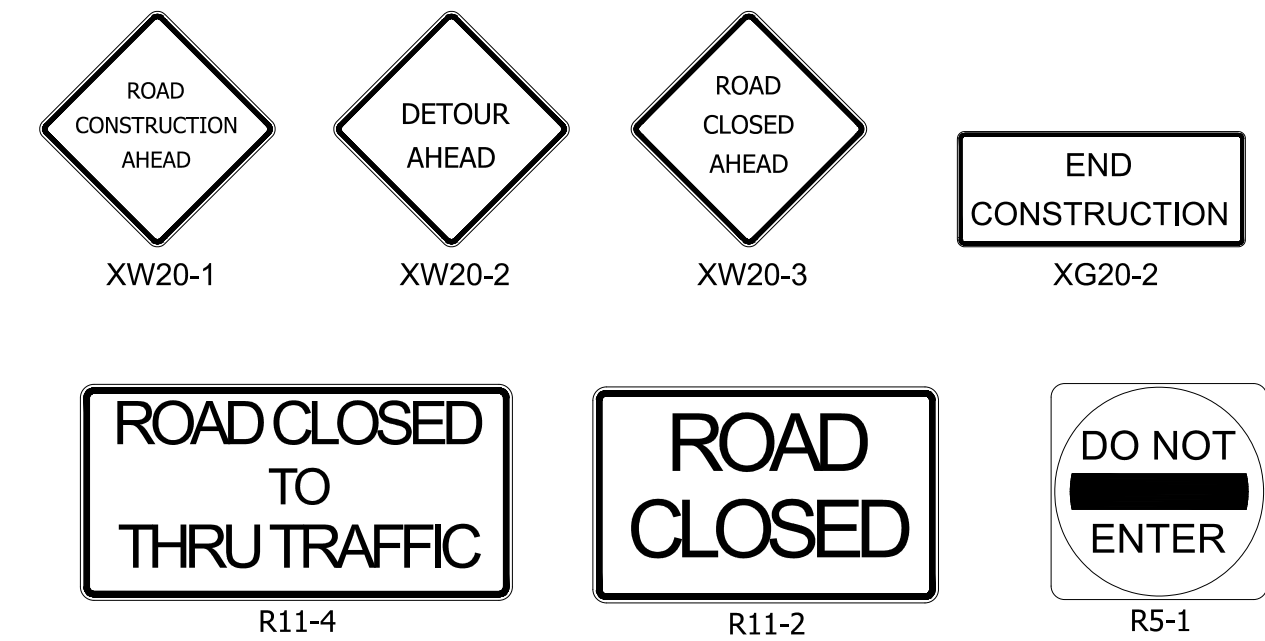
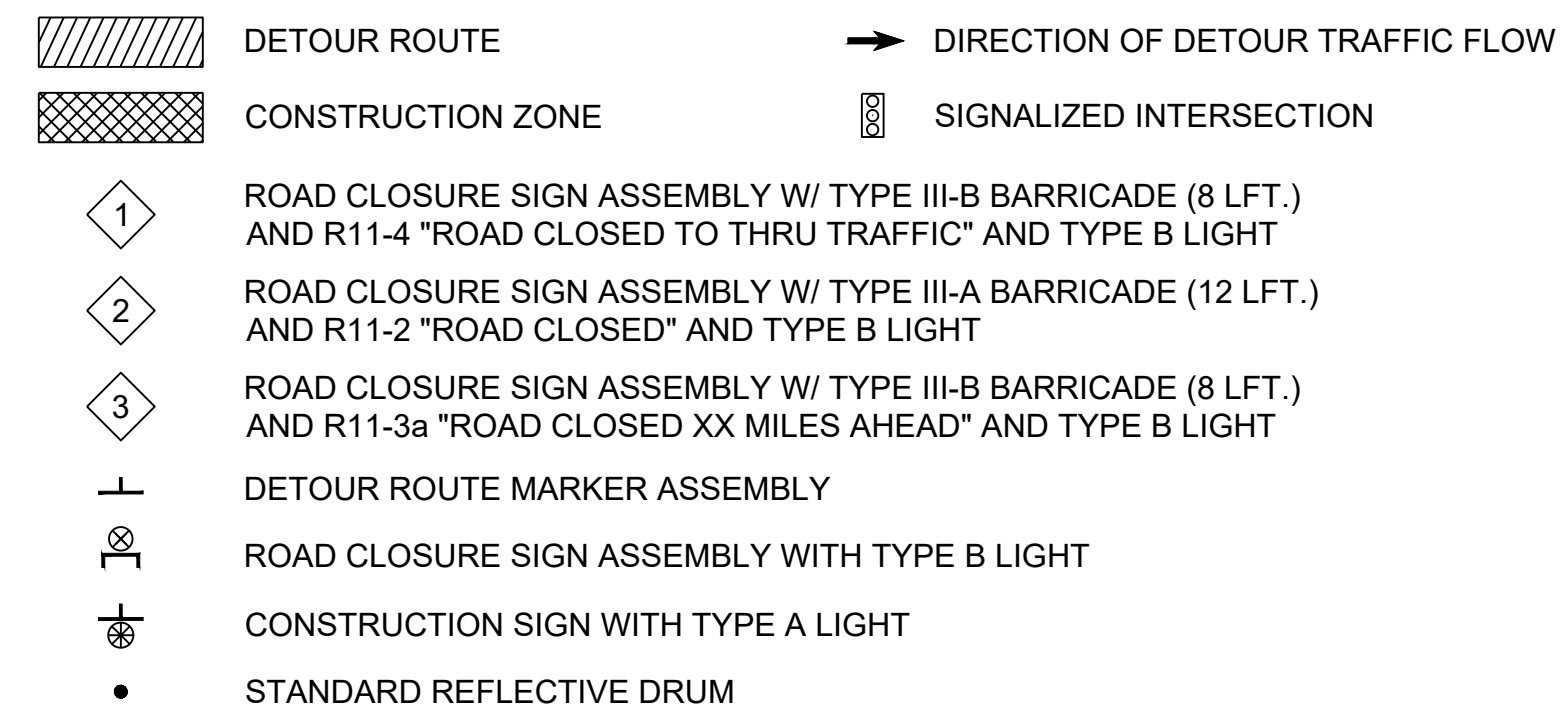
Mary Nichols, Member

Orv Myers, Member

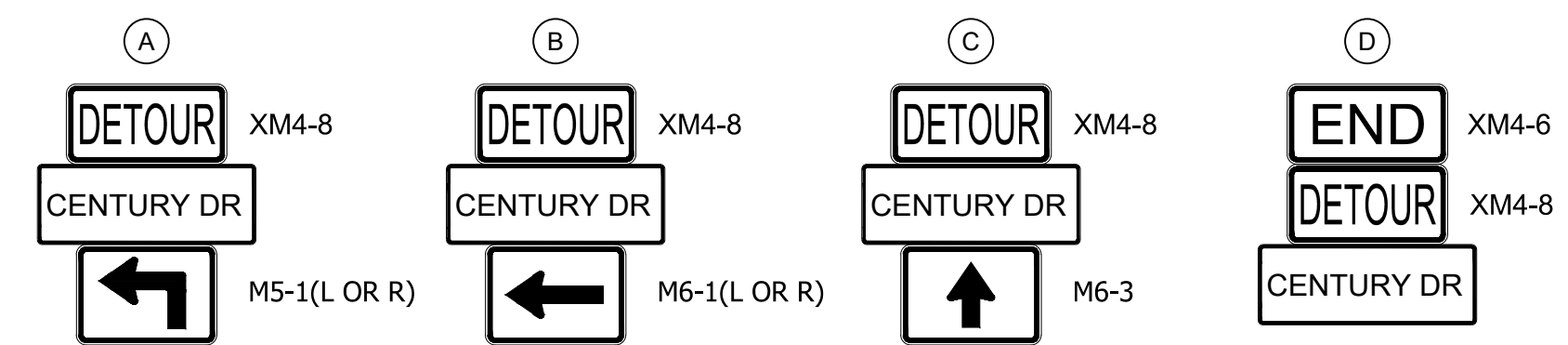
Michael Landis, Member



LEGEND



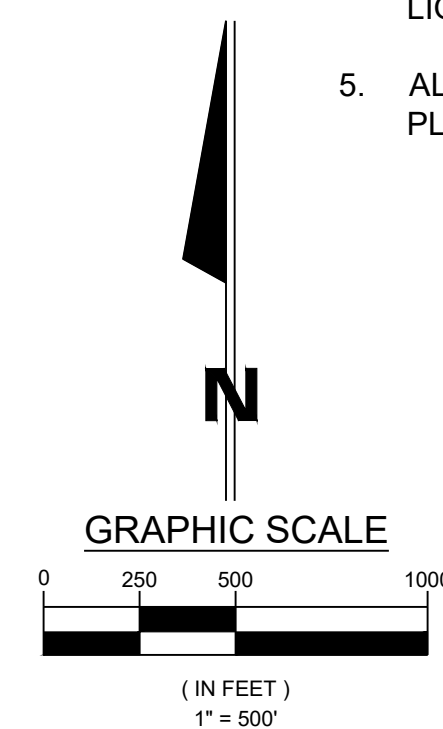
CONSTRUCTION SIGNAGE



DETOUR ROUTE MARKER ASSEMBLIES

NOTES:

1. DETOUR ROUTE MARKER ASSEMBLIES SHALL BE IN ACCORDANCE WITH INDOT STD. DWG. 801-TCDT-03
2. TYPE B CONSTRUCTION WARNING LIGHTS SHALL BE USED WITH ALL SIGNS LOCATED ON BARRICADES. TYPE A CONSTRUCTION WARNING LIGHTS SHALL BE USED ON ALL OTHER CONSTRUCTION SIGNS EXCLUDING DETOUR ROUTE MARKER ASSEMBLIES.
3. CENTURY DRIVE TRAFFIC CONTROL DURING THE RECONSTRUCTION OF THE EISENHOWER DR APPROACH SHALL BE IN ACCORDANCE WITH INDOT STANDARD DRAWING NO. E 801-TFCO-03 FOR FLAGGER TRAFFIC CONTROL DURING DAYLIGHT HOURS WHEN VISIBILITY IS SAFE FOR MOTORISTS ONLY. DURING NON-WORK HOURS, TYPE III-B BARRICADES AND STANDARD REFLECTIVE DRUMS SHALL BE LOCATED ALONG THE EASTERLY EDGE OF EISENHOWER DR APPROACH RECONSTRUCTION TO WARN CENTURY DRIVE TRAFFIC OF ROADSIDE HAZARD.
4. THE CONTRACTOR SHALL INSTALL A TEMPORARY "ONE WAY" W/ ARROW SIGN R6-1 (R OR L) (36" X 12") AND A TEMPORARY "WRONG WAY" SIGN R5-1a (36" X 24") AT EACH DRIVE APPROACH VICINITY AT THE APPROPRIATE LOCATIONS WITHIN THE LANE RESTRICTION AREA OF EACH CENTURY DR MOT PHASE FOR SOUTH BOUND TRAFFIC ONLY, INCIDENTAL TO THE MAINTENANCE OF TRAFFIC PAY ITEM. TYPE 'A' CONSTRUCTION WARNING LIGHTS ARE REQUIRED FOR THESE SIGNS.
5. ALL XW20-3 SIGNS SHALL INCLUDE "CENTURY DRIVE" SUPPLEMENTAL PLAQUE. COST SHALL BE INCIDENTAL TO THE XW20-3 SIGN.



CENTURY DRIVE RECONSTRUCTION		CENTURY DRIVE		CITY OF GOSHEN		GOSHEN, IN	
MAINTENANCE OF TRAFFIC - PHASE IIB							
DESIGNED BY: JPR TEAM REVIEWED BY: AC							
DRAWN BY: JPR TEAM REVIEWED BY: AC							
DATE: March 31, 2026							
JOB NUMBER: 2024-01371							
HORIZ. SCALE: AS SHOWN							
VERTICAL SCALE: N/A							
8							



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **COLLEGE AVENUE PHASE I – RESCHEDULED LANE CLOSURE FOR
NIPSCO GAS UTILITY RELOCATION
DES NO. 1900739, DES NO. 2101631, DES NO. 2501041 (JN: 2019-0022)**

DATE: September 24, 2026

NIPSCO Gas had previously requested a lane closure using temporary traffic signals to maintain two-way access on College Avenue east of the bridge over Horn Ditch from September 21, 2026, through October 2, 2026. Due to an update in subcontractor schedule, the lane closure is now planned for Monday, October 5, 2026, until Friday, October 16, 2026.

The operation of the signals will still be verified by the City's resident project representative at the initial setup. The same traffic control plan is attached again, for reference.

Requested motion: Move to approve the re-scheduled lane closure using temporary traffic signals on College Avenue east of the bridge over Horn Ditch from October 5 through October 16, 2026.

**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member



MHT #7

Author: Tim Van Pelt

ATSSA Cert. #924400
Exp. 05/04/2030

Date: 9/9/2026

Company: Vector Services / Infrsource

Location: 2766 College Ave
Goshen, IN 46528

Foreman:

WO#/PO#:

Note: All devices to conform to current
MUTCD standards. Field adjustments
to be made as necessary.
NOT TO SCALE

LEGEND



WORK AREA



VP / DRUM (W/ LIGHTS)



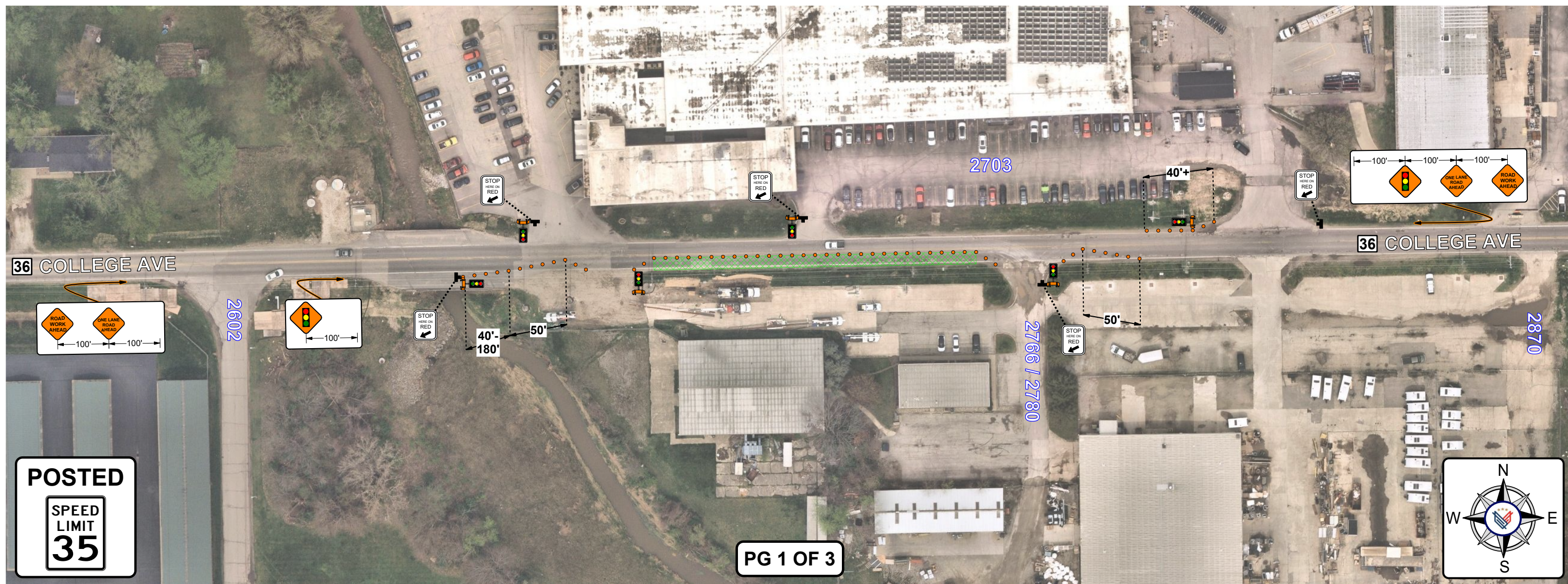
TEMP SIGNAL



SUMMARY



- 2 - Road Work Ahead
- 2 - One Lane Road Ahead
- 2 - Signal Ahead
- 6 - Stop Here On Red
- 40 - VPs / Drums w/ Lights
- 6 - Temp Traffic Signal





MHT #7

Author: Tim Van Pelt

ATSSA Cert. #924400
Exp. 05/04/2030

Date: 9/9/2026

Company: Vector Services / Infrsource

Location: 2766 College Ave
Goshen, IN 46528

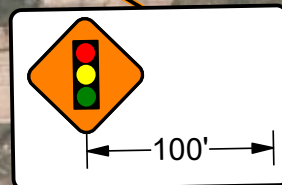
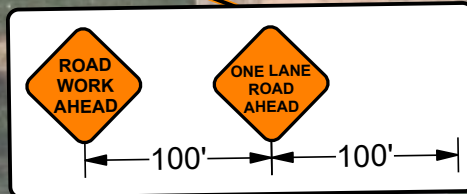
Foreman:

WO#/PO#:

Note: All devices to conform to current
MUTCD standards. Field adjustments
to be made as necessary.
NOT TO SCALE

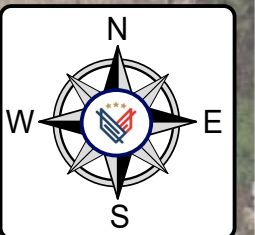
36 COLLEGE AVE

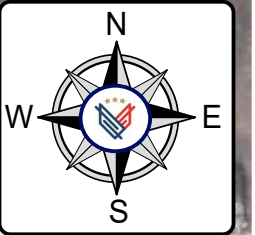
2602



40'-
180'

50'

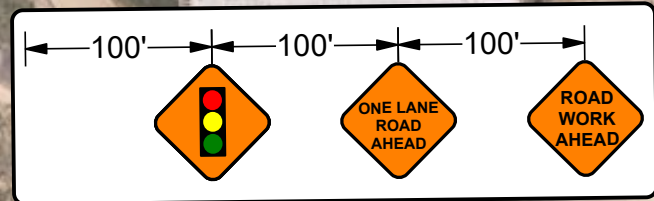




2703

40'+

STOP
HERE ON
RED



36 COLLEGE AVE

50'

STOP
HERE ON
RED

2766 / 2780

2870



MHT #7

Author: Tim Van Pelt
ATSSA Cert. #924400
Exp. 05/04/2030
Date: 9/9/2026

Company: Vector Services / Infrasource
Location: 2766 College Ave
Goshen, IN 46528
Foreman:
WO#/PO#:
Note: All devices to conform to current
MUTCD standards. Field adjustments
to be made as necessary.
NOT TO SCALE



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
ZOLLINGER SUBDIVISION AMENDMENT #1 (JN: 2006-2053)**

DATE: September 24, 2026

The developer of Zollinger Subdivision, affecting one (1) or more acres of land and located along the east side of Zollinger Road, just north of the intersection with Middlebury Street, has submitted a sufficient post-construction stormwater management plan that is compliant with Ordinance 5228, "Stormwater Management."

The original PCSMP for Zollinger Subdivision was previously accepted by the Board of Public Works and Safety on September 12, 2024.

The Stormwater Management Department requests the Board of Public Works and Safety's acceptance of the post-construction stormwater management plan.

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Zollinger Subdivision as it has been found to meet the requirements of City Ordinance 5228.
