



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

Regular Meeting Agenda

**2:00 p.m. May 4, 2020**

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

*To access online streaming of the meeting, go to <https://us02web.zoom.us/j/81047495888>*

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – March 23, March 30

Changes to Agenda

### NEW BUSINESS

- (1) Award Bid for Remodeling of Police Tactical Training Facility (Sailor)
- (2) Kercher Rd. Reconstruction – Continued Closure of Firethorne Dr. & Sourwood Dr. April 30 – May 15 (Sailor)
- (3) Resolution 2020-16: Goshen Police Department Policies for Code of Conduct, Response to Resistance, and Lead Safety Program (Legal Dept)
- (4) Sewer Charge Relief: 121 The Willows (Holdren)
- (5) Sewer Charge Relief: 808 N. 3<sup>rd</sup> St. (Holdren)
- (6) Sewer Charge Relief: 1507 Harvest Dr. (Holdren)
- (7) Requests for: 1) Reduced Trailer Fees June 6-7 and Sept. 12-13  
2) Road Closure: 500-block S. 7<sup>th</sup> St. Aug. 8  
(Terri Wentz, Historic Southside Neighborhood)

### APPROVAL OF CLAIMS

*Adjournment*

**BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD MEETING  
HELD, MARCH 23, 2020, GOSHEN, INDIANA**

The Board of Public Works and Safety and Stormwater Board of the City of Goshen met in the Council Chambers, 111 E. Jefferson St., on March 23, 2020, at 2:00 p.m. for their weekly Board meeting. Members of the Board present or absent as follows:

PRESENT: Mayor Jeremy Stutsman, Board Member Mike Landis, Board Member Mary Nichols

ABSENT:

OTHERS:

Clerk-Treas. Admin Assistants  
~~Asst. Brownfield Coordinator~~  
~~Central Fleet Manager~~  
Fire Chief  
Street Commissioner  
~~Human Resources~~  
Director of Public Works  
~~Wastewater Superintendent~~  
Mayor’s Admin Assistant

~~Police Chief~~  
Utilities Office Manager  
Contracts & Claims Manager  
Water & Sewer Superintendent  
City Attorney  
~~Asst. Street Commissioner~~  
~~Civil Traffic Engineer~~  
Brownfield Coordinator  
Assistant Fire Chief

Asst. Building Commissioner  
~~City Planner~~  
Assistant City Planner  
~~Legal Compliance Admin~~  
Communications Coordinator  
Assistant Police Chief  
~~Building Inspector~~  
Parks Superintendent

No minutes were presented.

CHANGES TO AGENDA- ADDITION – RESOLUTION 2020-13 (MAYOR)

**ANNOUNCEMENT**

Clerk Treasurer Adam Scharf read the following statement as directed:

We begin this meeting during a declared public health emergency covering all of the State of Indiana. Board member (s) Landis and Nichols are participating in this meeting by electronic communication pursuant to Governor Holcomb’s Executive Orders 20-04 and 20-09, as well as guidance from Indiana Public Access Counsellor Luke Britt. Board member (s) Mayor Jeremy Stutsman is physically present in City Council Chambers as we begin this meeting.

**AWARD BID FOR LAWN MOWING**

Legal Contracts and Claims Manager Keitha Windsor requested to award the Lawn Mowing quote to Colin Avila dba Yardshark as the lowest responsible and responsive party. Memo in packet.

Board Member Landis made a motion to award the contract to Yardshark as the lowest responsible and responsive quoter and to enter into a contract with Colin Avila dba Yardshark to provide lawn mowing services for the 2020 season for a total contract price at \$17,300.00 lump sum price for sites 1-24 plus the price per mowing and fall cleanup on sites 25-44 based on the actual times mowed and the number of sites receiving fall cleanup. Second by Board Member Nichols and motion passed unanimously.

**AGREEMENT WITH STRYKER CORPORATION**

Legal Contracts and Claims Manager Keitha Windsor read information and memo included in the packet. The Agreement is for the preventative maintenance service plan for the power cots that will provide annual maintenance checks on the equipment and parts, including labor, service and repair calls.

Board Member Landis made a motion to enter into a 6 year preventative maintenance service plan agreement with Stryker Corporation through December 31, 2026 for a contract price of \$19,075.41. Second by Board Member Nichols and motion passed unanimously.

**AGREEMENT WITH TRAFFIC CONTROL SPECIALISTS, INC**

Legal Contracts and Claims Manager Keitha Windsor read information and memo included in the packet. The Agreement is to provide road striping including center, fog and divider line striping on multiple City of Goshen streets.

Board Member Landis made a motion to enter into an agreement with Traffic Control Specialists, Inc to provide road striping of certain City streets at a cost not to exceed \$44,420.79 with all work to be completed by August 28, 2020. Second by Board Member Nichols and motion passed unanimously.

**CHANGE ORDER #4-MAIN STREET IMPROVEMENTS(JN:2016-0038)**

Director of Public Works Dustin Sailor requested Board approval for the Change Order # 4 with Niblock. Memo is included in packet.

Board Member Landis moved to approve the request to approve Change Order #4 for \$1,650.00 with Niblock Excavating, which will increase the project cost from \$989,657.60 to \$998,780.40. Second by Board Member Nichols and motion passed unanimously.

**FILMING REQUEST**

Clerk Treasurer Adam Scharf received a request from WarmPrings.tv video production company for filming within the City of Goshen. Memo included in packet.

Mayor Stutsman stated that due to the current situation and the Governor's Executive Order and travel advisory, he feels that this filming request is not a necessity. He recommended that the requesting filming company check back when the situations are back to normal and Governors Executive Order 20-08 has been lifted and their request could be represented to the board. No formal action was taken.

**ENCUMBRANCES FROM 2019 BUDGET TO 2020**

First Deputy Clerk Treasurer Jeffery Weaver requested the Board approval to move the Encumbrances from 2019 budget into 2020. Memo is included in packet.

Mayor Stutsman mentioned to all department heads that over the next couple years they will be working to get the current number down.

Board Member Landis made a motion to approve \$4,635,950.12 in encumbrances from the 2019 budget into 2020. Second by Board Member Nichols and motion passed unanimously.

**NOTIFICATION OF FUEL PRICE LOCK IN**

Legal Contracts and Claims Manager Keitha Windsor provided information regarding the fuel price lock in. Information included in the packet.

Ms. Windsor stated that the City is currently locked in until November 30, 2020. The new lock in will be from December 1, 2020 and run through September 30, 2021.

Information only, no action was needed.

**RESOLUTION 2020-13**

Mayor Stutsman advised that the City will be implementing Resolution 2020-13 COVID-19 Emergency Response Efforts following Governor Holcomb's declaration of a public Health Emergency. Information is attached as Exhibit 1.

Mayor advised the City has done some things to better prepare for an outbreak within the city, stating the first thing was requesting \$500,000.00 from City Council to be placed in a special line for COVID-19 use. Mayor included the purpose of this Resolution was for the Board of Works to authorize him as Mayor to sign contracts regarding COVID-19 response efforts without the need to bring back before the Board. He also mentioned, this is only for COVID-19 related contracts, not giving him "free reign" to the City, but allows Mayor to act.

Board Member Landis made a motion to approve the Resolution 2020-13 COVID-19 Emergency Response Efforts. Second by Board Member Nichols and motion passed unanimously.

**STATE EXAMINER DIRECTIVE 2020-01- INFORMATIONAL**

Clerk Treasurer Adam Scharf provided information obtained from the State Examiner regarding the management of deposits and payment of claims during the COVID-19 public health emergency. Full Directive is available in packet.

City Attorney Bodie Stegelmann asked if deposits were still being made and in compliance with the directive.

Clerk Treasurer Adam Scarf stated that checks are being deposited remotely daily as per the normal procedures and any cash deposits are also being made on a consistent basis.

This was just informative, no motions were necessary.

There being no further business Mayor Stutsman moved to process claims and then to adjourn. Second by Board Member Landis and motion passed unanimously.

**BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD:**

**MAYOR JEREMY STUTSMAN** \_\_\_\_\_

**BOARD MEMBER MICHAEL LANDIS** \_\_\_\_\_

**BOARD MEMBER MARY NICHOLS** \_\_\_\_\_

**ATTEST** \_\_\_\_\_  
**CLERK-TREASURER ADAM SCHARF**

**BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD MEETING  
HELD, MARCH 30, 2020, GOSHEN, INDIANA**

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OTHERS:

Clerk-Treas. Admin Assistants  
~~Asst. Brownfield Coordinator~~  
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Fire Chief  
Street Commissioner  
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Director of Public Works  
~~Wastewater Superintendent~~  
Mayor’s Admin Assistant

~~Police Chief~~  
Utilities Office Manager  
Contracts & Claims Manager  
Water & Sewer Superintendent  
City Attorney  
~~Asst. Street Commissioner~~  
~~Civil Traffic Engineer~~  
Brownfield Coordinator  
Assistant Fire Chief

Asst. Building Commissioner  
~~City Planner~~  
Assistant City Planner  
~~Legal Compliance Admin~~  
Communications Coordinator  
Assistant Police Chief  
~~Building Inspector~~  
Parks Superintendent

Minutes of the meeting of March 2 and March 9, 2020, were presented. On motion of Board Member Landis and second by Board Member Nichols, the minutes were approved as presented.

**CHANGES TO AGENDA-ADDITION-ITEM #10-REQUEST FOR ROAD CLOSURE**

**ANNOUNCEMENT**

Clerk Treasurer Adam Scharf read the following statement as directed:

We begin this meeting during a declared public health emergency covering all of the State of Indiana. Board member (s) Landis and Nichols are participating in this meeting by electronic communication pursuant to Governor Holcomb’s Executive Orders 20-04 and 20-09, as well as guidance from Indiana Public Access Counsellor Luke Britt. Board member (s) Mayor Jeremy Stutsman is physically present in City Council Chambers as we begin this meeting.

**REQUEST TO PROMOTE—AUSTIN M. EVERAGE GPD**

Police Chief Jose Miller requested Board approval to promote Austin M. Everage from the position of Patrol Officer to the rank of Sergeant. Chief Miller read the memo from the packet.

Board Member Landis moved to approve the request to promote Officer Everage, retroactive to Friday, March 20, 2020. Second, by Board Member Nichols and motion passed unanimously.

**AWARD AND AGREEMENT (PN:2019-0025C)**

Director of Public Works Dustin Sailor requested the Board approval on the award and agreement for the Rock Run Interceptor Phase I Improvement Project. Memo included in packet.

Board Member Landis made a motion to approve the Notice of Award and Agreement with Selge Construction Company, Inc for construction of Project C –Rock Run Interceptor Phase I Improvements for a cost of \$1,729,736.60. Second by Board Member Nichols and motion passed unanimously.

**AWARD AND AGREEMENT (PN:2019-0025A)**

Director of Public Works Dustin Sailor requested the Board approval on the award and agreement for the Waste Water Treatment Plant Improvement Project. Memo included in packet.

Board Member Landis made a motion to approve the Notice of Award and Agreement with Kokosing Industrial, Inc for construction of Project A –Waste Water Treatment Plant Improvements for a cost of \$18,989,000.00. Second by Board Member Nichols and motion passed unanimously.

**AGREEMENT WITH INTERRA CREDIT UNION-SHRED-IT DAYS**

Clerk Treasurer Adam Scharf presented information from memo in packet regarding Shred-It Days with Interra Credit Union.

Streets Commissioner David Gibbs said he only needs 24 hour notice to set up barricades.

Mayor Stutsman stated that as we remain in a state of emergency and are following guidelines set by Indiana Governor, he wishes to table this request until the state improves and it is deemed safe to move forward. Second by Board Member Landis and this request was tabled until May 11, 2020.

**APPROVE AND AUTHORIZE SALE OF 1201 COLLEGE AVE**

Legal Assistant Carla Newcomer requested the Board approval and authorization for the Mayor to execute the purchase agreement for the sale of 1201 College Avenue. Memo is included in packet.

Board Member Landis moved to approve the request to approve and execute the purchase agreement with Robert Campbell, Elizabeth Campbell, and Theresa Sailor for the sale and purchase of real estate at 1201 College Avenue and authorize the Mayor to execute. Second by Board Member Nichols and motion passed unanimously.

**AGREEMENT FOR GOOD OF GOSHEN CAMPAIGN WITH EYEDART**

Mayor Stutsman asked the Board to approve the agreement with Eyedart Creative Studio for the Good of Goshen Campaign for \$30,000.00 for the 2020 year. Agreement included.

Mayor Stutsman stated that the City has been involved now this is year 7, he stated that he reached out to them and had some changes made, to help get the information out about COVID-19 and also share positive stories of what people are doing within our community in response to COVID-19.

Board Member Landis made a motion to approve the agreement with Eyedart Creative Studio for the Good of Goshen Campaign. Second by Board Member Nichols and motion passed unanimously.

**AGREEMENT WITH LIGHTBOX LLC**

Legal Contracts and Claims Manager Keitha Windsor requested Board approval to enter into an agreement with Lightbox LLC. Memo included in packet.

Mayor Stutsman explained this was another contract that is a direct result of COVID-19, due to the increase of information needing to be put out to the public, this contract is to offer some relief to the Communications Coordinator, offering support in writing and posting to social media.

Board Member Landis made a motion to enter into an agreement with Lightbox LLC to provide assistance with Public Service Announcements and social media management at a rate of \$60.00 per hour for an amount not to exceed \$15,000.00 on an “as needed” basis as determined by the City. Second by Board Member Nichols and motion passed unanimously.

**AGREEMENT WITH PEERLESS MIDWEST**

Legal Contracts and Claims Manager Keitha Windsor requested Board approval to contract with Peerless Midwest, Inc dba Suez Advance Solutions. Memo is included in packet.

Board Member Landis made a motion to enter into an Agreement with Peerless Midwest, Inc dba Suez Advance Solutions to perform repairs to Filter #1 at the City’s North Plant for the amount not to exceed \$34,900.00 with work to be completed by April 16, 2020. Second by Board Member Nichols and motion passed unanimously.



**DEDICATION OF PUBLIC RIGHT OF WAY**

Legal Compliance Administrator Shannon Marks provided information regarding the Dedication of Public Right of Way from Bonito Solutions, LLC for 415 Noble Court. Information included in the packet.

Board Member Landis made a motion to accept the dedication of public right of way and authorize the Mayor to execute the Acceptance page on the Deed of Dedication from Bonito Solutions, LLC to the City of Goshen, Indiana.. Second by Board Member Nichols and motion passed unanimously.

**DEDICATION OF PUBLIC RIGHT OF WAY**

Legal Compliance Administrator Shannon Marks provided information regarding the Dedication of Public Right of Way from W. Joel Nichols, and his successors, as Trustee of the W. Joel Nichols Trust dated February 9, 2001 and M & H Rentals, LLC for location 211 W. Wilkinson. Information included in the packet.

Board Member Landis made a motion to accept the dedication of public right of way and authorize the Mayor to execute the Acceptance page on the Deed of Dedication from W. Joel Nichols, and his successors, as Trustee of the W. Joel Nichols Trust dated February 9, 2001 and M & H Rentals, LLC. to the City of Goshen, Indiana.. Second by Board Member Nichols and motion passed unanimously.

**REQUEST FOR ROAD CLOSURE**

Water and Sewer Superintendent Kent Holdren requested Board approval for a road closure on Wilson Ave between Murry St and Lafayette Ave to repair a sink hole. Memo attached, Exhibit A.

Board Member Landis made a motion to approve the request to close Wilson Ave between Murry St and Lafayette Ave from 3/30-4/3/2020 to repair a sink hole in front of 1216 Wilson Ave. Second by Board Member Nichols and motion passed unanimously.

There being no further business Mayor Stutsman moved to process claims and then to adjourn. Second by Board Member Landis and motion passed unanimously.

**BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD:**

**MAYOR JEREMY STUTSMAN** \_\_\_\_\_

**BOARD MEMBER MICHAEL LANDIS** \_\_\_\_\_

**BOARD MEMBER MARY NICHOLS** \_\_\_\_\_

**ATTEST** \_\_\_\_\_  
**CLERK-TREASURER ADAM SCHARF**



**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works

RE: **GOSHEN POLICE DEPARTMENT TACTICAL TRAINING FACILITY  
(JN:2018-0014)**

DATE: May 4, 2020

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On February 17, 2020, the Board of Works and Safety received bids for the remodel of the City of Goshen Police Department's Tactical Training Facility. One bid was received from R. Yoder Construction in the amount of \$320,900.02. A review of R. Yoder's references was performed, and a positive response was received. A review of potential project savings was performed with R. Yoder construction, and two opportunities were identified. The City is opting to eliminate the stained floor in favor of polished concrete floors and is eliminating the replacement of the windows and instead adding a safety film. The cost savings from these changes is \$5,500.

Goshen Engineering is requesting the Board of Public Works and Safety award the project to R. Yoder Construction in the amount of \$315,400.02, with the changes noted.

**Requested Motion:** Move to award the bid for the remodeling of the Goshen Police Department Tactical Training Facility to R. Yoder Construction in the amount of \$315,400.02.

**CONTRACT**  
**GOSHEN POLICE DEPARTMENT SHOOTING RANGE TRAINING CENTER**  
**2018-0014**

THIS CONTRACT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City,” and R. Yoder Construction, hereinafter referred to as “Contractor.”

WITNESSETH, that the City and the Contractor mutually agree as follows:

**SCOPE OF SERVICES**

The Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the “Goshen Police Department Shooting Range Training Center, 2018-0014” project in accordance with and as described in further detail in this contract and the Specification Documents the terms of which are incorporated by reference. The project is the buildout of the interior of the existing building shell of the Goshen Police Department’s shooting range and training center at 717 East Lincoln Avenue, Goshen. The work to be performed shall include the construction of offices, a physical training area, classroom/conference room, restrooms, and breakrooms.

The City of Goshen’s current “Design Standards and Construction Specifications,” current “Indiana Department of Transportation’s Standard Detail Drawings,” and the plans and drawings related to this project are incorporated into this contract by reference.

If any provision of the Project Specifications conflict with the Standard Specifications given in the City of Goshen’s current Design Standards and Construction Specifications, the Project Specifications shall be valid, the City’s Standard Specifications which conflict shall be voided and the remainder of the Standard Specifications is valid. Anything not covered specifically by the Project Specifications shall be referred to the City’s Standard Specifications. Anything not covered specifically by the Project Specifications or the City’s Standard Specifications shall be referred to Indiana’s building codes.

In the event of a conflict between a provision in the Specification Documents and the Contractor’s bid, the Specification Documents shall control unless specifically modified by this contract.

In the event of a conflict between a provision in this contract and a provision in the Contractor’s bid or in the Specification Documents, the provision in this contract shall control

In construing the intent and meaning of the terms and conditions of this contract, the following information and items shall be considered:

1. Contractor’s Itemized Bid;
2. Non Collusion Affidavit;
3. Form No. 96, including additional pages containing requested information;
4. Any addenda or changes to the contract documents and specifications, including properly approved change orders; and
5. Notice to proceed

Contractor shall perform all work in this project between the hours of 7:00 am and 8:00 pm. City shall be notified and shall approve in advance if Contractor intends to work on a Saturday and/or a Sunday.

Contractor shall obtain and maintain all required permits, licenses, registrations, and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

**EFFECTIVE DATE; CONTRACT TERM**

Contractor acknowledges that time is of the essence and that the timely performance of its work is an important element of this contract. Contractor shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

The contract shall become effective on the day of execution and approval by the City of Goshen Board of Public Works and Safety and the Contractor.

Work on the project shall begin as soon as practicable after receiving a notice to proceed from the City and shall be completed within One Hundred Twenty (120) calendar days from the award of the contract by the Board of Public Works and Safety.

**COMPENSATION, BASIS, AND METHOD OF PAYMENT, AND RETAINAGE**

The City agrees to compensate Contractor for the work performed in this contract in accordance with the unit prices for labor and materials as set forth in Contractor's itemized bid as shown in the table below minus \$5,500.00 for substituting polished floors as opposed to the stained floors in the bid amount and for the installation of safety film instead of the replacement of the windows, and based on the quantities actually used for the project for an amount not to exceed Three Hundred Fifteen Thousand Four Hundred Dollars and Two Cents (\$315,400.02).

Partial payments may be made as the work progresses no more frequently than thirty (30) days and based on estimates of the value of all work satisfactorily completed in accordance with these Specification Documents. The value of all work satisfactorily performed shall be as agreed upon by the City and the Contractor, and include detailed invoices for labor, materials and equipment used in the project. Payment(s) to Contractor for work rendered under this contract shall be made by City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of the Contractor has been attained. The detailed invoice shall include the total contract amount, payments to date, remaining contract balance, percentage of completed work, and, as applicable, labor materials and equipment used in the project. Payment will be made within forty-five (45) days following City's receipt of the detailed invoice from Contractor. Payment is deemed to be made on the date of mailing the check.

It is agreed that partial payments shall in no case exceed ninety-five percent (95%) of the value of the work properly performed or the materials or equipment delivered under this contract, and the remaining five percent (5%) shall be retained by the City until the work is substantially complete and construction records and drawings have been received and accepted by the City.

Within sixty (60) days of completion of the work, the Contractor shall submit proof of payment made to all subcontractors, material suppliers, laborers, or those furnishing work under this contract before final payment is made.

Upon completion of all the work included under this contract, the final inspection and acceptance of the work by the City, and after the Contractor has submitted acceptable evidence as to the satisfaction of all claims for labor and materials furnished under this contract, the Contractor shall be paid in full 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.

Any payment made by the City before final acceptance of the work shall not affect the obligation of the Contractor to repair or replace any defective parts, or otherwise correct any work completed.

Contractor is required to have a current W9 Form on file with the City before the City will issue any payment.

### **LIQUIDATED DAMAGES**

It is agreed by the parties that time is of essence. In the event completion of this project is not made within the time set forth in this contract, damage will be sustained by the City. The parties further agree that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Contractor shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day's delay in project completion in excess of the time specified. It is further agreed that in the event such damages are sustained by the City, the City may deduct the amount of the liquidated damages from any monies due or that may become due to the Contractor under this contract.

### **INDEPENDENT CONTRACTOR STATUS**

The Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of the Contractor or its agents, employees, or subcontractors of the Contractor.

### **NON-DISCRIMINATION**

The Contractor agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. The Contractor agrees the Contractor or any subcontractors, or any other person acting on behalf of the Contractor or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant will be a material breach of the contract.

### **INDEMNIFICATION**

The Contractor agrees to indemnify, defend, and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court costs, attorneys fees, and other expenses, caused by an act or omission of the Contractor and its agents, officers, and employees or resulting from or related to the Contractor's performance or failure to perform as specified in this contract.

### **INSURANCE**

Prior to commencing work, the Contractor shall furnish the City of Goshen 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 the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. The Contractor shall specifically include coverage for the City of Goshen as an additional insured for Workers Compensation & Employer's Liability General, Liability and Automobile Liability.

The 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
- (3) Professional Liability ..... Combined Bodily Injury and Property Damage  
\$1,000,000 Each Occurrence and Aggregate
- (4) Automobile Liability..... Combined Bodily Injury and Property Damage  
\$1,000,000 Each Occurrence and Aggregate
- (5) Excess Umbrella Coverage ..... \$1,000,000 Each Occurrence

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

**PAYMENT (LABOR AND MATERIALS) BOND**

The Contractor shall execute a payment bond to the City of Goshen, approved by and for the benefit of the City of Goshen, in an amount equal to the total contract price within fourteen (14) calendar days after award of the contract.

The payment bond shall be binding on the Contractor, the subcontractor and their successors and assigns for the payment of all indebtedness to a person for labor and work performed, materials furnished or work rendered. The payment bond must state it is for the benefit of the subcontractors, laborers, material suppliers and those performing work.

The payment bond shall specify that no change, modification, omission or addition to the terms and conditions of the Specification Documents or a defect in the contract or in the proceedings preliminary to the letting and awarding thereof shall not in any way affect or operate to release or discharge the surety.

The surety of the payment bond shall not be released until one year after the date of the City of Goshen's final settlement with the Contractor.

**FORCE MAJEURE**

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

**DEFAULT**

It shall be mutually agreed that if Contractor fails to perform the work, provide the services or comply with the provisions of this Contract and the Specification Documents or fails to fulfill any warranty, and Contractor is not able to correct the breach within fifteen (15) calendar days after the City provides written

notice to Contractor of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Contractor shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Contractor expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Contractor, Contractor is liable to reimburse the City for such costs.

If Contractor fails to perform the work or comply with the provisions of this Contract, then Contractor may be considered in default.

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 under the contract.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

#### **TERMINATION**

The parties may terminate this contract under any of the following conditions:

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Contractor. In such event, the City may issue a written notice of default and provide a period of time 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.
- (3) 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.

Upon termination for any reason, the City shall be entitled to the use of all plans, drawings, specifications and other documents pertaining to the project prepared by Contractor under this contract.

#### **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT**

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

#### **EMPLOYMENT ELIGIBILITY VERIFICATION**



The Contractor shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

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

The City may terminate the contract if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City of a breach.

The Contractor affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

### **AMENDMENTS**

It is mutually understood and agreed that no alteration or variation of the terms in this contract including the scope of work, completion of work and compensation, and that no alteration or variation of the conditions of this contract shall be binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the contract shall not be binding unless made in writing and signed by both parties and approved by Board of Public Works and Safety. Any verbal representations or modifications concerning the contract shall be of no force and effect.

### **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.

### **NOTICES**

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this contract. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

City of Goshen  
Attention: Engineering Department  
204 East Jefferson St.  
Goshen, IN 46528

Address for notices to Contractor:

R. Yoder Construction  
Attention: Jason Yoder, General Manager  
P.O. Box 69  
Nappanee, IN 46550

And

City of Goshen  
Attention: Legal Department  
204 East Jefferson St.  
Goshen, IN 46528

## **APPLICABLE LAWS**

The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

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.

In the event of a conflict between these contract documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern. Any special conditions included with this Contract which varies from these General Terms and Conditions shall have precedence.

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

In the event legal action is brought to enforce or interpret the terms and conditions of this contract, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party including reasonable attorney's fees.

## **NO INVESTMENT IN IRAN (BIDS ONLY)**

Pursuant to IC 5-22-16.5, Contractor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Contractor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

## **CONTRACTING WITH RELATIVES**

Pursuant to IC 36-1-21, if the Contractor is wholly or partially owned by a relative of an elected official of the City of Goshen certifies that Contractor has notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract that an elected official of the City of Goshen is a relative of an owner of Contractor.

## **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.

## **AUTHORITY TO BIND CONTRACTOR**

Notwithstanding anything in the contract to the contrary, the signatory for the company/business represents that he or she has been duly authorized to execute contracts on behalf of the company/business and has obtained all necessary or applicable approvals to make this contract fully binding upon the company/business when his or her signature is affixed and is not subject to further acceptance

## **BINDING EFFECT**

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

## **ENTIRE AGREEMENT**

This contract constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.

In witness whereof, the parties have executed this Agreement as set forth below.

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

**R. Yoder Construction**

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

\_\_\_\_\_  
Jason Yoder, General Manager

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

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

\_\_\_\_\_  
Michael Landis, Member

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

GOSHEN POLICE DEPARTMENT SHOOTING RANGE TRAINING CENTER - JN: 2018-0014  
 MATERIAL BID TAB  
 BID DUE DATE - FEBRUARY 17, 2020

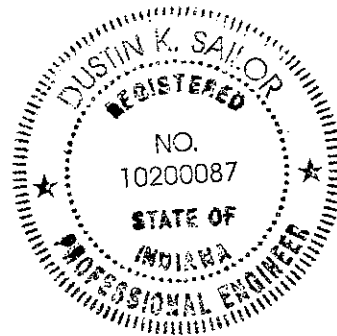
| Item No.                 | Estimated |      | Description                          | R. Yoder Construction |                     |
|--------------------------|-----------|------|--------------------------------------|-----------------------|---------------------|
|                          | Quantity  | Unit |                                      | Unit Price            | Amount              |
| 1                        | 1         | LSUM | Metals                               | \$15,800.00           | \$15,800.00         |
| 2                        | 1         | LSUM | Wood and Plastics                    | \$7,500.00            | \$7,500.00          |
| 3                        | 1         | LSUM | Doors and Windows                    | \$20,000.00           | \$20,000.00         |
| 4                        | 1         | LSUM | Finishes                             | \$85,000.00           | \$85,000.00         |
| 5                        | 1         | LSUM | Specialties                          | \$2,500.00            | \$2,500.00          |
| 6                        | 1         | LSUM | Furnishings                          | \$30,000.00           | \$30,000.00         |
| 7                        | 1         | LSUM | Mechanical                           | \$82,000.00           | \$82,000.00         |
| 8                        | 1         | LSUM | Electrical                           | \$75,000.00           | \$75,000.00         |
| 9                        | 6         | TON  | Removal and Disposal (Undistributed) | \$516.67              | \$3,100.02          |
| <b>BID AMOUNT TOTAL:</b> |           |      |                                      |                       | <b>\$320,900.02</b> |

\* R. Yoder Construction's actual bid is \$.02 more than their written bid

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

*Dustin K. Sailor 2/18/2020*

Dustin K. Sailor, P.E.  
 Director of Public Works  
 City of Goshen





**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works

RE: **KERCHER ROAD RECONSTRUCTION – DIERDORFF RD TO US HWY 33  
(JN: 2004-0021)**

DATE: May 4, 2020

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Rieth-Riley Construction continues to work on Kercher Road, Phase 2. Current construction activity has them working on the south side of Kercher Road. Rieth-Riley Construction is requesting the closure of Firethorne Drive and Sourwood Drive, at Kercher Road, extended until May 15, 2020. During the closure, the new concrete curb and pavement will be placed.

**Requested Motion:** Move to approve the continued closure of Firethorne Drive and Sourwood Drive starting April 30, 2020, until May 15, 2020.

**City of Goshen**  
**Board of Works & Safety**

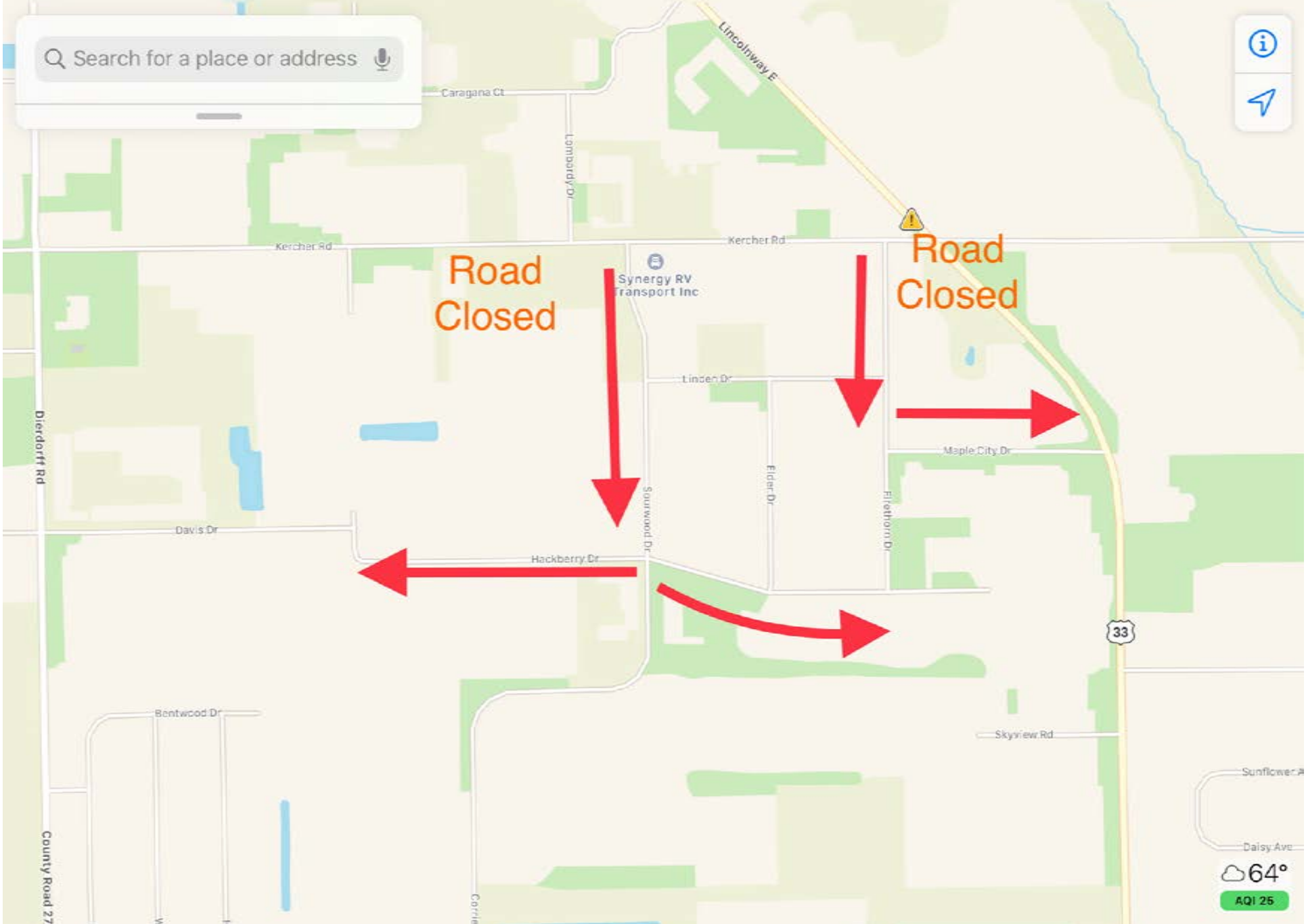
\_\_\_\_\_  
Jeremy Stutsman, Mayor

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

\_\_\_\_\_  
Mike Landis, Board Member

Location Services is off

Search for a place or address





**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
www.goshenindiana.org

May 4, 2020

**To:** Board of Public Works and Safety  
**From:** Shannon Marks  
**Subject:** Resolution 2020-16 – Approve Goshen Police Department Policies

It is recommended that the Board adopt Resolution 2020-16, Approve Goshen Police Department Policies 04 (2020), 09 (2020) and 26 (2020).

This resolution approves the following policies:

- Code of Conduct, Policy 04 (2020)
- Response to Resistance, Policy 09 (2020)
- Lead Safety Program, Policy 26 (2020)

The policy entitled Lead Safety Program, Policy 26 (2020) is a new policy. The purpose of this policy is to protect Department employees from lead contamination generated at the gun range and training facility.

The policies entitled Code of Conduct, Policy 04 (2020) and Response to Resistance, Policy 09 (2020) revise current policies. Thus, upon approval of the revised policies, the current policies are to be repealed. I have attached to this memo the pages that contain the redlined revisions to the Code of Conduct and Response to Resistance policies. The policy number is referenced in the lower left corner of the page.



shall be notified of any defects or hazardous conditions existing in any equipment or property as soon as such defects or hazards are discovered.

9.02 SURRENDER OF DEPARTMENTAL PROPERTY:

- A. Upon separation from service, all officers and civilians are required to surrender all departmental property in their possession. Failure to return non-expendable items shall necessitate the individuals reimbursing the department for the fair market value of the article(s).

9.03 DEPARTMENT PROPERTY AND BUILDINGS:

- A. Officers and civilians shall not use department property and equipment for personal purposes without authorization.
- B. Officers and civilians shall not mark or deface any surface of any building. No material shall be affixed in any way to any wall in department buildings without specific authorization from a commanding officer.

**SECTION 10 - OFFICER'S UNIFORM AND EQUIPMENT**

10.01 OFFICIAL UNIFORM AND SPECIFICATIONS:

- A. All officers of the department, except those so designated by the Chief, and those personnel whose duties require the wearing of a specified uniform, shall own and maintain in good order both a Class A short and long sleeve and Class B short and long sleeve uniform. All articles of the uniform shall conform to uniform specifications of the Goshen Police Department. The uniform shall be subject to inspection and approval of the Shift Captain and the Executive Staff.

10.02 WEARING OF THE UNIFORM:

- A. An officer of the department shall wear the prescribed uniform during his/her tour of duty as described in policy and directives unless otherwise directed by a superior officer. Civilian clothing will not be worn with any distinguishable part of the uniform.
- B. Officers or uniformed civilians shall not wear the uniform or any part thereof while off-duty, except when traveling to and from work or on departmental assignment without approval from the Executive Staff.
- C. Uniforms shall be kept clean, neat, and well pressed at all times. While wearing the uniform, officers shall maintain a military bearing, avoiding mannerisms such



as slouching, shuffling, and hands in the pockets. ~~The uniform hat shall be worn out of doors or out of the police vehicle, unless otherwise directed by competent authority.~~

- D. Civilian employees shall wear and maintain an official uniform as described in policy and directives.
- E. During a period of suspension, an officer of the department shall not wear the official uniform either in whole or in part.

10.03 OFFICIAL BADGE AND IDENTIFICATION CARDS:

- A. An officer shall wear or carry the badge and identification card issued to him at all times when on-duty or off-duty. An officer assigned to uniform duty shall wear the official badge of his/her rank upon the left breast of his/her outer garment of his/her uniform. No unauthorized badge or other devices shall be worn on the uniform.
- B. An officer who has lost the official badge issued by the department shall report such loss immediately by written report explaining the circumstances and shall forward said report to his/her supervisor who shall contact the Chief through proper channels.
- C. When off-duty, all officers shall carry the badge or a similar badge, along with his/her department identification card, at all times.

10.04 CIVILIAN DRESS:

- A. Officers permitted to wear civilian clothing during a tour of duty shall wear suits or sports type clothing prescribed by the Executive Staff of their respective section, clothing of the type necessary to meet a particular police objective. Civilian clothing shall be clean, neat, and relatively conservative. The only exception is if approved by the Executive Staff.

10.05 REGISTRATION OF EQUIPMENT:

- A. Officers are required to register with the department the description and serial numbers of all privately owned firearms if said firearm is to be carried on the person while on-duty as set forth in state law, policy or directives.

- 11.05 An officer or civilian speaking critically or derogatorily regarding orders or instructions issued by a senior officer. (POLICY 03 (2019))
- 11.06 An officer knowingly issuing an unlawful order. (POLICY 03 (2019))
- 11.07 An officer knowingly issuing an unjust order or order contrary to a Standard Operating Procedure or Directive. (POLICY 03 (2019))
- 11.08 Failure of an officer or civilian to properly process a complaint against a department employee received from the public or another department employee, including completing reports, notifying the appropriate supervisor and/or superior officer, and/or conducting preliminary investigations. (POLICY 05 (2019))
- 11.09 Failure of an officer or civilian that becomes aware of any act of misconduct by another department employee to immediately report the incident to a supervisor. (POLICY 05 (2019))
- 11.10 Failure of an officer that is involved in an incident resulting in serious bodily injury or death to follow the established procedure, including rendering assistance, reporting the incident, and participating in the investigations. (POLICY 06 (20~~19~~20))
- 11.11 Failure of an officer to operate a department vehicle in accordance with existing statutes and the Police Vehicle Operating Guidelines with due regard given to the safety of others. (POLICY 07 (2019))
- 11.12 Failure of an off-duty officer driving a department vehicle to notify dispatch and assist with an incident or situation that is within the proximity of the officer's location. (POLICY 07 (2019))
- 11.13 An off-duty officer permitting unauthorized civilian passengers in a department vehicle. (POLICY 07 (2019))
- 11.14 An off-duty or on-duty officer engaging in a pursuit while transporting civilians, prisoners, witnesses, suspects, or any other non-police personnel in a department vehicle. (POLICY 07 (2019))
- 11.15 Failure of an officer driving a department vehicle to have in the officer's possession a valid operator's license, department identification and badge, and department approved handgun with at least one extra magazine. (POLICY 07 (2019))
- 11.16 Failure of an officer driving a department vehicle to obey all traffic laws and observe basic rules of courtesy and safety when not on an emergency call. (POLICY 07 (2019))

- 11.55 Failure of an officer to present their backup firearm for inspection at any time without prior notice, and keep their backup firearm clean and in good working order. (POLICY 08 (2019))
- 11.56 Failure of an officer to obtain prior approval to utilize a backup firearm as their primary firearm. (POLICY 08 (2019))
- 11.57 Failure of an officer to prepare a report of the on-duty discharge of a backup firearm except for firing practice. (POLICY 08 (2019))
- 11.58 Failure of an officer to use reasonable force based on the facts and circumstances of the situation to affect an arrest. (POLICY 09 (20~~19~~20))
- 11.59 Failure of an officer to complete a Response to Resistance Report when required in accordance with the Response to Resistance Policy. (POLICY 09 (20~~19~~20))
- 11.60 An officer using a liquid chemical agent, impact weapon or taser device to bring a subject into custody prior to completing department training. (POLICY 09 (20~~19~~20))
- 11.61 An officer applying a chemical agent to any person for the purpose of effectuating punishment. (POLICY 09 (20~~19~~20))
- 11.62 Failure of an officer to administer proper first aid whenever physical force is applied to a person in custody. (POLICY 09 (20~~19~~20))
- 11.63 An officer altering an approved impact weapon. (POLICY 09 (20~~19~~20))
- 11.64 An officer striking a submissive person with an impact weapon. (POLICY 09 (20~~19~~20))
- 11.65 An officer firing a warning shot to warn a person against whom deadly force is to be used. (POLICY 09 (20~~19~~20))
- 11.66 Failure of an officer issued body armor to wear body armor when required. (POLICY 10 (2019))
- 11.67 Failure of an officer to properly store, care and maintain their body armor. (POLICY 10 (2019))
- 11.68 An officer loses or does not return the body armor to the department. (POLICY 10 (2019))



- 11.69 Failure of an officer to impound a vehicle, conduct an inventory, complete any required vehicle inventory report or obtain a vehicle release slip in accordance with the Vehicle Impound Policy. (POLICY 11 (2019))
- 11.70 Failure of an officer to deploy the K-9 Unit in accordance with the Utilization of K-9 Units Policy, including getting prior approval when necessary. (POLICY 12 (2019))
- 11.71 An officer possessing a controlled substance for K-9 Unit training purposes except as specifically allowed by the Utilization of K-9 Units Policy. (POLICY 12 (2019))
- 11.72 Failure of an officer to follow the procedures set forth in the Utilization of K-9 Units Policy should an apprehension involve a dog bite. (POLICY 12 (2019))
- 11.73 Failure of a K-9 Unit officer to complete all canine training, including weekly maintenance training with their assigned canine, and maintain training files and activity reports. (POLICY 12 (2019))
- 11.74 Failure of a canine handler to properly care for the canine, including maintaining the canine in a healthy environment, feeding, and providing medical care. (POLICY 12 (2019))
- 11.75 An officer exhibiting the canine's apprehension and engagement abilities without authorization. (POLICY 12 (2019))
- 11.76 Failure of an officer to obtain approval to allow a civilian to ride along in a K-9 Unit when the canine is present. (POLICY 12 (2019))
- 11.77 Failure of an officer to activate his/her in-car video when required. (POLICY 13 (20~~19~~20))
- 11.78 Failure of an officer to properly position and securely attach his/her body camera and actuate the body camera when required. (POLICY 13 (20~~19~~20))
- 11.79 An officer using an electronic recording device contrary to the Electronic Recording Device and Data Policy. (POLICY 13 (20~~19~~20))
- 11.80 Failure of an officer assigned an electronic recording device to ensure that the device is fully charged and functioning properly, and report equipment malfunctions or problems. (POLICY 13 (20~~19~~20))
- 11.81 Failure of an officer to upload any digital data files when required. (POLICY 13 (20~~19~~20))

- 11.82 Failure of an officer to document on a report narrative if recordings were obtained or explain why such data was not obtained when required. (POLICY 13 (20~~19~~20))
- 11.83 An officer viewing any digital data file prior to completing and submitting reports and being interviewed in the event of an incident of deadly force or in-custody death. (POLICY 13 (20~~19~~20))
- 11.84 An officer who is subject to a criminal or internal investigation viewing any digital data file without proper authorization. (POLICY 13 (20~~19~~20))
- 11.85 Failure of an officer to properly collect and process evidence, or to preserve and protect the evidence until the scene is released to the on-call detective or evidence technician. (POLICY 14 (2019))
- 11.86 An officer touching, moving or otherwise contaminating any evidence without authorization unless the evidence poses a threat to human life or there is the possibility that the evidence may be destroyed by weather or other conditions at the scene. (POLICY 14 (2019))
- 11.87 Failure of an officer to enter and process evidence in the evidence room in a timely fashion. (POLICY 14 (2019))
- 11.88 Failure of an officer to dispose of evidence in accordance with the Goshen Police Department Procedures for the Disposal of Evidence. (POLICY 14 (2019))
- 11.89 An officer entering into the evidence storage room without supervision except in the case of an emergency. (POLICY 14 (2019))
- 11.90 Failure of an officer to document and store any seized or recovered evidence or any found property at the appropriate locations, and/or the failure to return, release or dispose of such items in accordance with the Goshen Police Department Procedures for the Disposal of Evidence. (POLICY 15 (2019))
- 11.91 Failure of an officer responding to a call in which there may be a restraining or protective order against one of the parties involved in the call to verify the existence of such order with the 911 Center. (POLICY 20 (2019))
- 11.92 An officer unlocking a vehicle by any means other than with the keys in a non-emergency situation. (POLICY 21 (2019))
- 11.93 Failure of an on-duty officer to properly secure their rifle inside their vehicle and check the weapon regularly if secured in the trunk. (POLICY 22 (2019))

- 11.94 Failure of an off-duty officer to properly store their rifle. (POLICY 22 (2019))
- 11.95 Failure of an officer to remove their assigned rifle from a department vehicle which may be driven by others, is being serviced by the garage, or when on extended leave. (POLICY 22 (2019))
- 11.96 An officer or civilian is tardy or AWOL for their tour of duty. (POLICY 23 (2019))
- 11.97 Failure of an officer or civilian to comply with the Social Networking and Media Posting On-Line Policy. (POLICY 24 (2019))
- 11.98 An officer allowing an observer/rider to ride along during the officer's tour of duty if the observer/rider has not been approved, has been subsequently denied, or in excess of the permitted number of times. (POLICY 25 (2019))
- 11.99 An officer allowing an observer/rider to violate the rules set forth in the Ride Along Program Policy. (POLICY 25 (2019))
- 11.100 Failure of an employee to use a respirator or wear protective work clothing and equipment when required at the gun range and training facility. (POLICY 26 (2020))
- 11.101 An employee causing lead to be dispersed into the air by blowing, shaking or otherwise removing lead from protective clothing and equipment. (POLICY 26 (2020))
- 11.102 Failure of an employee to appropriately perform housekeeping and maintenance activities, or follow all appropriate hygiene practices at the gun range and training facility when required. (POLICY 26 (2020))
- 11.103 Failure of an employee to participate in the Lead Safety Training Program as required. (POLICY 26 (2020))



Jose Miller #116  
Chief of Police



- c. Whether the suspect is actively resisting arrest or attempting to evade arrest by flight.
4. Members of the Goshen Police Department may use reasonable force in the performance of their duties in the following circumstances:
  - a. to prevent the commission of a crime;
  - b. to prevent a person from injuring himself/herself;
  - c. to affect the lawful arrest of persons resisting or attempting to flee from custody; and
  - d. in self-defense or in the defense of another person.

An officer is not required to announce the intention to use reasonable force that is reasonably necessary under the circumstances. Firearms may be readied for use in situations where it is reasonably anticipated that they may be required.

5. Officers will use only approved weapons unless circumstances exist which pose an imminent threat to the safety to the officer or the public requiring the immediate use of a non-approved weapon to counter a threat.
6. Officers shall complete a Response to Resistance Report anytime force beyond verbal direction is used or escorts are utilized. The Response to Resistance Report shall also be completed when verbal direction is given while displaying a firearm and/or a taser (i.e. arch display). The Response to Resistance Report shall be completed prior to the end of the officer's scheduled work period unless approved by a member of the Executive Staff. The information related to the events shall be noted in the officer's case report, and if appropriate, in the officer's probable cause affidavit.

B. RESPONSE TO RESISTANCE CONTINUUM:

The following Response to Resistance Continuum is intended to be used as a general guideline only. Specific facts and circumstances of each situation should be analyzed by the officer to determine the level of response for the resistance. Officers may enter the continuum at any level as long as the response to the resistance is reasonable.

(Continued Next Page)

## **RESOLUTION 2020-16**

### **Approve Goshen Police Department Policies 04 (2020), 09 (2020) and 26 (2020)**

WHEREAS the Goshen Police Department recommends to the Goshen Board of Public Works and Safety the approval of the policies attached to this resolution and the repeal of the certain current Goshen Police Department policies.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety APPROVES the following Goshen Police Department Policies, copies of which are attached to and made a part of this resolution:

Code of Conduct, Policy 04 (2020)

Response to Resistance, Policy 09 (2020)

Lead Safety Program, Policy 26 (2020)

BE IT FURTHER RESOLVED that upon the approval of Code of Conduct, Policy 04 (2020) and Response to Resistance, Policy 09 (2020), the Goshen Board of Public Works and Safety REPEALS the following current Goshen Police Department Policies:

Code of Conduct, Policy 04 (2019)

Response to Resistance, Policy 09 (2019)

PASSED and ADOPTED on May \_\_\_\_\_, 2020.

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Jeremy P. Stutsman, Mayor

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Michael A. Landis, Member

---

Mary Nichols, Member



## CODE OF CONDUCT

### POLICY 04 (2020)

- I. **PURPOSE:** To establish disciplinary procedures and give practical meaning to the department mission by setting forth for employees of the Goshen Police Department articulated rules and regulations as well as codes for conduct, both on-duty and off-duty.
- II. **POLICY:** All members of the department shall become familiar with these standards and shall abide by them. Violation of any rule constitutes grounds for disciplinary action. Rules of conduct are as essential to a well-functioning, correctly disciplined organization as proper laws are to a society. Police officers and public employees are granted a public trust which requires that the officers consistently demonstrate the highest degree of integrity. A law enforcement agency must maintain high-level personal and official conduct if it is to command the respect and confidence of the public it serves.

The essence of a profession is that it requires, in addition to prescribing a desired level of performance, established minimum standards of ethical conduct with prescribed rules for internal discipline to ensure compliance. Nothing in this policy is intended to limit or supersede any provision of law relating to the duties and obligations of police officers or civilian employees or the consequences of a violation thereof. Whereas these rules specify certain conduct as unprofessional, this is not to be interpreted as approval of conduct not specifically mentioned. Nothing in this policy is intended to limit the authority of the department to adopt and enforce rules and regulations that are more stringent or comprehensive than those that are contained in this document.

Members of the department confronted with situations that are not specifically covered by this policy and/or other department policies must utilize discretion and make their decisions based upon training, experience and, perhaps most importantly, the mission and values of the department.

### III. DEFINITIONS:

- A. Officer - Refers to all employees. When arrest powers are specifically implied, then only refers to sworn officers or special police officers.

- IV. **PROCEDURE:** Any officer or civilian of the department who violates any provisions of this Code of Conduct Policy shall be subject to disciplinary action. This list does not include all possible violations as contained in the department standard operating procedures or directives.

**V. RULES AND REGULATIONS:**

**SECTION 1 - PERSONAL CONDUCT**

1.01 STANDARD OF CONDUCT:

- A. Officers and civilians shall conduct themselves in their private and professional lives in such a manner as to avoid bringing themselves or the department into disrepute.

1.02 TOWARD SUPERIORS, SUBORDINATES AND ASSOCIATES:

- A. Officers and civilians shall treat superior officers, subordinates and associates with respect, being courteous and civil in their relationships with one another at all times.
- B. Officers shall conform to the normal standard of courtesy and refer to each other by title or rank when conducting official police business in the presence of the public.

1.03 PUBLIC RELATIONS:

- A. Officers and civilians shall strive to gain public support and win friendly citizen cooperation with the department's programs and procedures in order to facilitate the accomplishment of the department's objectives.
- B. Officers and civilians shall be courteous and efficient in their dealings with the public. In non-restrictive situations, the attitude of each officer should be pleasant and personal. On occasions calling for regulation and control, the attitude should be firm and impersonal, but avoiding an impression of rudeness. Officers and civilians shall perform their duties in such manner as to avoid harsh, violent, profane or insolent language and shall remain calm regardless of provocation. Upon request, officers and civilians shall supply their names, ranks and badge or unit numbers, and shall attend to requests from the public quickly and accurately, avoiding unnecessary referral to other branches or individuals of the department.
- C. All officers shall maintain an impartial attitude toward all persons coming to their attention and to the attention of the department, regardless of an individual's race, creed or influence.
- D. Since violations of the law are against the people of the state and not against the individual officer, and since all citizens are guaranteed equal protection under the law, exhibiting partiality for or against any person shall be considered conduct

unbecoming an officer. Similarly, unwarranted interference in the private business of others when not in the interests of justice is prohibited.

1.04 OUTSIDE ASSISTANCE:

- A. No officer or civilian shall seek the influence or intervention of any person outside the department for purposes of personal preferment, advantage, transfer or advancement.

1.05 LOYALTY:

- A. Because loyalty to the department is an important factor in departmental morale and efficiency, officers and civilians shall maintain a loyalty to the department which is consistent with the law.

1.06 INTOXICANTS:

- A. Intoxication on-duty shall be prohibited.
- B. No officer or civilian shall consume intoxicants while off-duty to the extent that evidence of such consumption is apparent when reporting for duty or to the extent that ability to perform duty is in any way impaired.
- C. The odor of alcoholic beverages on the breath will not be permitted when reporting for a regular tour of duty or during any period when the officer or civilian is on-duty.
- D. Officers or civilians in uniform or any part thereof, may never consume intoxicants whether on-duty or off-duty.
- E. Officers shall not consume intoxicants while on-duty unless necessary in the performance of a police duty, and then only under the specific direction or permission of the supervisor with permission from the Executive Staff.
- F. Officers and civilians shall not bring or keep any intoxicants on department premises except when necessary in the performance of a police task and with approval from the Executive Staff.
- G. Officers and civilians of the department shall not use habit forming drugs or narcotics unless such drugs or narcotics are properly prescribed by a physician for an illness or an injury. Marijuana shall be considered a drug for the purpose of this subsection.

1.07 SMOKING:

A. Smoking is only permitted according to city policy.

1.08 PROHIBITED ACTIVITY WHILE ON-DUTY:

A. Officers and civilians are prohibited from engaging in the following activities while on-duty, with the exceptions as noted:

1. Sleeping or the appearance of sleeping.
2. Spending an excessive amount of time at the station.
3. Recreational reading, texting, or posting online and on social media.
4. Conducting private business.
5. Carrying or purchasing newspapers, groceries, and other merchandise and articles, except in the performance of a police duty.
6. Gambling, except in the performance of a police duty, and then only under the specific direction of a commanding officer and never in uniform.
7. Eating in a licensed bar or liquor establishment when in uniform except when no other restaurant is reasonably available, or when the officer is on official department business. Eating in a restaurant that has a separate bar is permissible as long as the officer eats in the restaurant portion of the establishment.
8. Spending an excessive amount of time in taverns, theaters, or other public places, except in the performance of a police duty.

1.09 FINANCIAL MATTERS:

A. Any officer or civilian shall inform the Chief of Police upon filing for bankruptcy.

1.10 NEIGHBORHOOD DISPUTES:

A. Officers shall not intentionally become involved in neighborhood quarrels or disputes when off-duty. These disputes shall be handled by disinterested persons and the local on-duty police shall be called when necessary.

1.11 APPEARANCE OF IMPROPRIETY OR INSTABILITY:

A. Department personnel shall avoid actions which give the appearance of impropriety. Activities on-duty or off-duty engaged in by department personnel

which indicate instability of character or personality shall subject the officer to disciplinary action.

1.12 SOLICITATION AND ACCEPTANCE OF GIFTS, FEES, REWARDS, LOANS, ETC.:

- A. Officers and civilians shall not under any circumstances solicit any gifts, rewards or gratuities, nor shall they receive any rewards, gifts or gratuities for the performance or omission of their duty.
- B. Any officer or civilian of the department who should receive any monetary gift, reward, or gratuity for the performance of their duty shall forward such monetary gift, reward or gratuity to the Chief of Police to be disposed of in accordance with state statutes and/or city policy.

1.13 OTHER TRANSACTIONS:

- A. Every officer and civilian is prohibited from buying or selling any service or thing of value from or to any complainant, suspect, witness, defendant, prisoner, or other person involved in any case which has come to the attention or which arose out of his department employment except as may be specifically authorized by the Chief.

1.14 REWARDS:

- A. Officers and civilians shall not accept any gift, gratuity or reward in money or other consideration for services rendered in the line of duty to the public or to any person, business or agency except that authorized by the Chief.

1.15 PROHIBITED ASSOCIATIONS:

- A. Officers and civilians are prohibited from knowingly associating on a social basis with individuals whose character, reputation or background is such as to bring discredit upon the employee or department.
- B. Officers and civilians are prohibited from knowingly entering into a business relationship with individuals whose character, reputation or background will bring discredit upon the employee or department unless the officer or civilian can demonstrate that such business relationship is necessary, legal, ethical, and cannot be made with some other party.
- C. Individuals with whom contact and business relationships are prohibited include persons with organized crime syndicate membership, employment or connections, or persons employed in gambling or vice establishments.

## **SECTION 2 - CONDUCT REGARDING THE PERFORMANCE OF DUTY**

### **2.01 GENERAL DUTIES:**

- A. Officers shall be charged with the enforcement of all locally enforceable federal and state statutes, enforcement of all City of Goshen ordinances enforceable by the Police Department, the preservation of the public peace, and the detection, apprehension, and prosecution of violators of the law.
- B. Officers on-duty shall be constantly alert, observing everything that takes place within their sight and hearing, and shall keep a vigilant watch for needed police services.
- C. Officers shall patrol their beats and perform assignments and duties in proper fashion. They shall not leave their beats, posts, duties, or assignments except as directed or in the discharge of police duty.
- D. All officers shall professionally proceed with the investigation, arrest, and prosecution, to the extent warranted under the circumstances, of any person observed or known to be violating or having violated any statute or ordinance pertaining to criminal matters or traffic offenses.

### **2.02 SPECIAL DUTIES:**

- A. All officers of the department shall perform those special duties and responsibilities assigned to them. They shall perform all such other duties as may be required of them by competent authority.
- B. The delegation of enforcement of certain laws and ordinances to a particular branch of the department does not relieve officers of other branches from the responsibility of taking prompt, effective police action within the scope of those laws and ordinances when the occasion so requires. Officers assigned to special duties are not relieved from taking proper action outside the scope of their specialized assignment when necessary.

### **2.03 CONFORMITY TO RULES AND REGULATIONS:**

- A. It shall be the responsibility of every officer and civilian of the department to inform himself/herself thoroughly with the rules, regulations, orders, policies, procedures, and directives of the department and to conform to and abide by the same. Each officer must have a working knowledge of all laws and ordinances in force. Officers shall observe all such laws and ordinances and render service to the city with enthusiasm, courage, discretion, and loyalty. In the event of improper action

or breach of discipline, it will be presumed that the officer or civilian was familiar with the law, rule, regulation, or policy in question.

- B. A civilian or officer, when assigned to duty with other civilians or officers of the department, shall jointly be responsible for compliance with rules and regulations and proper performance of duty.

2.04 GENERAL DISCHARGE OF DUTIES:

- A. Officers shall discharge their duties in a firm and efficient manner. Officers shall act together, assist and protect each other in the maintenance of law and order.
- B. All officers are required to take appropriate police action toward aiding a fellow officer exposed to danger or in a situation where danger may be impending.
- C. All officers and civilians shall conduct themselves in a manner which will foster the greatest harmony and cooperation between each other and between other branches of the department and other city departments and governmental agencies.

2.05 PERFORMANCE OF DUTY:

- A. Any officer or civilian of the department who shall, in the performance of his/her official duties, display reluctance to perform his/her assigned duties properly, or who acts in a manner tending to bring discredit upon himself/herself or the department, or who fails to assume responsibility or exercise diligence, intelligence, and interest in the pursuit of his/her duties or whose actions or performance in a position, rank, or assignments are below acceptable standards, may be deemed incompetent and may be subject to dismissal from the department and/or reassigned, transferred, or reduced in rank.

2.06 HOURS OF DUTY:

- A. Officers of the department shall have regular hours assigned to them for active duty by the commanding officers, and after the assigned hours if not actively engaged shall be considered to be off-duty. However, officers shall not be relieved from the responsibility of taking proper police action on any matter coming to their attention at any time. This is not to imply that off-duty officers shall concern themselves with minor regulatory or traffic ordinances or laws.
- B. Officers and civilians of the department shall be punctual in reporting for duty at the time and place designated by their superior officers. Habitual failure to report promptly at the time directed shall be deemed neglect of duty.

- C. Unless otherwise directed, officers shall report to duty daily at the time specified, properly uniformed and equipped. They shall give careful attention to orders and instructions, and inform themselves with the contents of all current reports.

2.07 RELIEF FROM DUTY:

- A. All officers and civilians shall remain at their assignments and on-duty until properly relieved by another officer or civilian, or until dismissed by competent authority.

2.08 MEALS:

- A. Officers and civilians may suspend their duties for a brief lunch period to be taken within the city limits, unless assignment takes officers outside of the city's jurisdiction, time and place subject to modification by the Shift Captain or Officer-in-Charge. Meals shall be eaten within a reasonable amount of time. Meals and food or beverages shall not be obtained or consumed in private areas or backrooms of restaurants, stores, or eating establishments. Lunch breaks on department property shall be taken in suitable rooms not in public view.

2.09 AVAILABILITY WHEN ON-DUTY:

- A. Officers on-duty shall not conceal themselves except for furtherance of a police objective. They shall be immediately and readily available to the public during duty hours, and shall immediately respond to the lawful orders of a superior officer and other competent authorities.
- B. Although emergency calls take precedence, all calls shall be answered as soon as possible, consistent with normal safety precautions and vehicle laws. Failure to answer a call for police assistance promptly without justification shall constitute cause for disciplinary action. Except under the most extraordinary circumstances or when otherwise directed by competent authority, no officer shall fail to answer any radio call directed to him/her.

2.10 RECOVERED PROPERTY:

- A. Officers and civilians taking any property into custody in connection with their official duties shall, as soon as practicable, record all necessary and pertinent information and place said property in accordance with current department policy and procedures or directives.



2.11 PRISONERS NEEDING MEDICAL ATTENTION:

- A. Arresting officers, detectives, or supervisors shall promptly take any person in their custody before competent medical authority whenever there is any visible or reasonable evidence of the need for such attention.

2.12 SLEEPING ON-DUTY:

- A. Sleeping, dozing, resting, and similar forms of relaxation are strictly prohibited while on-duty. Even activity which might give the impression that such relaxation is being engaged in is forbidden.

2.13 PATRIOTIC COURTESY:

- A. To the Flag - On approach of the flag, officers in uniform will face the flag and render a military salute. Officers and civilians in civilian dress shall render the proper civilian honors.
- B. To the National Anthem - When the National Anthem is played, officers and civilians shall stand at attention and those in uniform shall render a military salute.
- C. To Department Personnel - On formal occasions such as inspections, award ceremonies, and graduations, salutes shall be exchanged between sworn department personnel as would be appropriate.

2.14 DEPARTMENT FILES AND INFORMATION:

- A. Officers and civilians shall not obtain or attempt to obtain any information from department files, sources, or reports other than that to which they are entitled in accordance with their duties and assignments. Any such information improperly acquired shall not be passed on to other parties within or outside the department.
- B. Officers and civilians shall not use for their own private purposes information received or acquired during the course of employment or duty.
- C. Information from department records, files or sources obtained in the course of duty shall not be passed on to other parties outside the department except as required by law, duty, or assignment.

2.15 INFORMATION REGARDING SUSPECTED CRIMINAL OR VICE ACTIVITY:

- A. Officers shall report in writing to their superior officers all information in their possession regarding persons and places suspected of being involved or connected with violations of federal, state, county or city ordinances relating to criminal

matters. Such reports shall be submitted before the conclusion of the tour of duty during which the officer received the information or at the first opportunity in cases where the information was received while the officer was off-duty.

- B. Officers and civilians shall not reveal the identity, presence, activities or descriptions of undercover and plainclothes officers except in the strict discharge of duty.
- C. Except in the strict discharge of duty, officers and civilians shall not reveal the existence of any information regarding department projects, investigations, or operations aimed at the apprehension of criminals or the control or suppression of vice activities.

### **SECTION 3 - PERSONNEL MATTERS**

#### **3.01 CHANGE IN PERSONAL STATUS:**

- A. Officers and civilians shall report all changes in marital status in writing to the Chief of Police or his/her administrative aide(s) including marriages, divorces, extended separations, births and deaths of dependents, residence, telephone number, and so forth, during their next tour of duty following the change.

#### **3.02 EMERGENCY SERVICE:**

- A. Whenever a condition exists that is deemed by the Chief to be of an emergency nature, regular tours of duty may be extended and/or days off, vacations, and leaves of absence of any or all department personnel may be canceled.

#### **3.03 ABSENCE FROM DUTY WITHOUT REPORT:**

- A. Every officer or civilian who fails to appear for duty at the date, time, and place specified without consent of competent authority is "absent without leave." Such absences must be reported by the Watch Captain or Officer in-Charge as soon as they are noted. Absences without leave in excess of one hour must be reported by the Watch Captain or the Officer-in-Charge, as soon as they are noted, in writing to the Chief through the proper chain of command.

#### **3.04 COMPENSATION FOR DAMAGES:**

- A. Officers and civilians shall not seek in any way money or other compensation for damages sustained or expenses incurred by them in the line of duty without first notifying the Chief of Police in writing of such action except for restitution sought by victims assistance.

3.05 CIVIL ACTIONS AGAINST OFFICERS AND CIVILIANS:

- A. Officers and civilians served with notices that they are being sued as a result of actions performed in the line of duty shall immediately notify their Watch Captain in writing, who will then notify the Chief through the chain of command. Such report shall include all of the facts of the incident and details relating to the civil suit.

3.06 CONDUCT IN PERSONNEL AND CRIMINAL INVESTIGATIONS:

- A. Officers and civilians shall cooperate with department personnel and personnel of other governmental agencies in the conduct of investigations of criminal matters or incidents involving department officers and civilians.
- B. Refusal to testify before duly constituted federal, state, county or local courts, grand juries, investigative committees and hearings shall constitute improper conduct and subject the officer to disciplinary action. Said testimony is not intended to exclude the Fifth Amendment right of protection against self-incrimination.

**SECTION 4 - PUBLIC ACTIVITY**

4.01 PUBLICITY:

- A. Officers and civilians shall not seek personal publicity in the course of their employment. Stories, features, or articles on radio, television, social media, in magazines, or newspapers dealing with individual department officers or issues require that the Chief of Police be advised prior to such matters being initiated.

4.02 PUBLIC APPEARANCES:

- A. All requests for public appearances, speeches, demonstrations, and so forth, will be routed to the Chief of Police for approval and processing. Officers or civilians directly approached with such requests shall suggest that the party submit the request to the Chief of Police.

4.03 POLITICAL ACTIVITY:

- A. Officers of the department may run for political office providing their political activity is restricted to the solicitation of votes and campaign funds for themselves for which they are a candidate as provided in state statute. Any such campaign activity cannot be conducted while in uniform or while on-duty. Any further political activity will be restricted pursuant to the guidelines as stipulated in state statute.

4.04 MEMBERSHIP IN ORGANIZATIONS:

- A. Officers may participate in organizations or activities that are concerned with the improvement of law enforcement working conditions and standards. Officers may hold membership in, and engage in, the activity of fraternal, community, or religious organizations which are reputable and lawful, and do not bring disrepute upon the officers or department.

4.05 ATTEMPTS TO INFLUENCE ACTIONS OF JUDGMENT:

- A. Officers and civilians shall resist and refuse any and all attempts to influence their actions and judgments in department matters. Officers and civilians must report in writing each and every attempt to influence their actions or judgment in relation to department matters. Such report, containing a full account of the incident, shall be submitted immediately after the attempt and shall be forwarded through channels to the Chief of Police.

**SECTION 5 - PERSONAL APPEARANCE**

5.01 CLOTHES AND UNIFORMS:

- A. It shall be the duty of every officer and civilian of the department to maintain a neat and clean appearance at all times.
- B. Civilian employees and officers assigned to plainclothes details shall be dressed neatly and in good taste, in keeping with the standards established elsewhere in departmental policies and directives.
- C. Uniforms shall be kept pressed and as neat as possible at all times; leather accessories shall be kept dyed and polished; nylon accessories shall be good condition and not frayed, metal parts shall be shined; and handgun and hand-cuffs shall be kept clean and in serviceable condition.

5.02 MILITARY BEARING:

- A. Officers shall maintain a military bearing when on-duty in uniform or otherwise.

5.03 PHYSICAL CONDITION:

- A. Officers shall maintain good physical condition so they can handle the strenuous physical contact required of a law enforcement officer.

5.04 HAIRCUTS AND SHAVES:

- A. Officers and civilians shall not report for duty needing a haircut or shave. Hairstyles shall be reasonable and conservative. Extreme hairstyles shall not be worn. Mustaches and beards shall be neatly groomed and trimmed. A beard longer than one-half inch shall not be deemed neatly trimmed. Exemptions are only those authorized by the Executive Staff for officers in the drug unit.

5.05 TATTOOS AND PIERCINGS:

- A. Visible tattoos, body art, or piercings on any part of the body visible while wearing a department uniform are prohibited. The only exceptions are:
1. tattoos obtained prior to employment with the department;
  2. ear piercings worn by civilians or officers in the drug unit; and
  3. written permission is granted by the Chief of Police.

**SECTION 6 - COMMUNICATIONS AND CORRESPONDENCE**

6.01 NOTICES:

- A. Officers and civilians shall not mark, alter, or deface any posted notice of the department. Notices and announcements shall not be posted on the bulletin boards without the permission of an Executive Staff Officer. No notice of an inflammatory or derogatory nature shall be posted at any time. No notice shall be placed anywhere on department property except on bulletin boards established for such purposes.

6.02 FALSE REPORTS:

- A. No officer or civilian of the department shall knowingly make a false official report, either oral or written, or knowingly enter, or cause to be entered, in any department book, record, or report, any inaccurate, false or improper information.

6.03 CORRESPONDENCE:

- A. Officers and civilians shall not use the department or any department facility as a mailing address for private or personal business. The department's address shall not be used on any motor vehicle registration, nor on any operator's or chauffeur's license (or motorcycle endorsement of said license).

- B. Officers and civilians shall not use department letterheads for personal or private correspondence. No correspondence shall be sent from the department over any officer's or civilian's signature without permission from the Chief of Police.

6.04 TELEPHONES:

- A. Department telephone equipment shall not be used for the transmission of private or personal messages except in serious emergency matters.
- B. Departmental telephones shall be answered promptly and conversations carried on in accordance with current procedure and courtesy. Officers and civilians shall be bound by departmental policies and directives in conveying official departmental communications by telephone outside the county.
- C. Officers and civilians are required to have telephones or cell phones in the place where they reside. It is their responsibility to see that the officer's or civilian's telephone number is recorded in the office of the Chief of Police. Changes in telephone numbers are to be reported within twenty-four (24) hours to the office of the Chief of Police or his/her administrative aide.

6.05 RESIDENTIAL ADDRESSES:

- A. Changes in addresses shall be reported within twenty-four (24) hours to the office of the Chief of Police or his/her administrative aide.

6.06 USE OF RADIO:

- A. Use of slang, profanity, obscenity, derogatory or unnecessary remarks is prohibited when using department communications devices.
- B. All officers and civilians operating the police radio, either from a mobile or portable unit shall strictly observe regulations for such operations as set forth in department policies or directives and by the Federal Communications Commission.

**SECTION 7 - TRANSMISSION OF INFORMATION**

7.01 PRESS RELATIONS:

- A. Members of the press are entitled to certain information concerning police incidents and investigations. Officers and civilians of the department shall cooperate with news people according to current policy and directives.

- B. All official information provided by the Police Department shall be in the form of written media blotter and/or press release. This allows for fair dissemination of information to all media outlets.
- C. Media requests for information are to be directed to the email address of police@goshencity.com.
- D. Requests for on-camera interviews or telephone interviews must be requested through police@goshencity.com and will be given at the sole discretion of the Chief of Police.
- E. Questions which may not be answered through media blotters or press releases are required to be submitted to police@goshencity.com.

7.02 CONFIDENTIAL INFORMATION:

- A. Officers and civilians shall treat as confidential the official business of the department and shall not reveal police information outside the department except as provided elsewhere by department policy or directives, or as required by law or competent authority. Information contained in police records, other information ordinarily accessible only to officers and civilians of the department, and names of informants, complainants, witnesses and other persons known to the police are considered confidential, and silence shall be maintained to safeguard such information.
- B. Allegations, gossip, hearsay, rumor, anonymous and uncorroborated information shall be treated as confidential.
- C. Officers and civilians shall not discuss or impart confidential information to anyone except those for which it is intended, or as directed by their superior officers, or under due process of law.
- D. Officers and civilians shall not make known to any person the contents of any directive or order which they may receive, unless so required by the nature of the order.
- E. Contents of any criminal or police record filed in the department shall be exhibited or divulged only to those persons prescribed in department policy or directives.
- F. Violation of the security of confidential information shall be cause for disciplinary action.

G. No official record(s) of the department shall be removed, altered, destroyed, or added to, except as directed by a superior officer or under due process of law.

7.03 REPORTING:

A. It shall be the duty of every officer or civilian to properly report, in writing, any information given to him/her in good faith by any citizen regarding matters which indicate the need for action or recording by the department.

B. Officers and civilians shall promptly submit such reports as are required by the performance of their duties or by competent authority.

C. Any officer or civilian employee receiving a written communication for transmission up or down the chain-of-command shall, in every case, promptly forward such communication.

7.04 INFORMATION TO CITIZENS:

A. All proper information, not prohibited by department policy and directives or sound police practice shall be given to persons requesting same, carefully, courteously, and accurately, without unnecessary conversation or controversy.

**SECTION 8 - DEATH AND INJURY NOTIFICATIONS**

8.01 ACTIONS IN CASE OF DEATH OR INJURY:

A. When an officer or civilian employee of the department is seriously injured or killed, either on- or off-duty, proper notification of said injury or death shall be made according to the process set forth by the Chief of Police.

**SECTION 9 - DEPARTMENT PROPERTY AND EQUIPMENT**

9.01 LOSS AND DAMAGE:

A. Officers and civilians are responsible for the proper care of department property and equipment assigned to them. Damaged or lost property and equipment may subject the responsible person to reimbursement charges and appropriate disciplinary action at the discretion of the Chief.

B. Officers and civilians shall immediately report to their superior officer and the employee/officer assigned to equipment management, any loss of, or damage to departmental property assigned to or used by them. The officers' and civilians' immediate superior and the employee/officer assigned to equipment management



shall be notified of any defects or hazardous conditions existing in any equipment or property as soon as such defects or hazards are discovered.

9.02 SURRENDER OF DEPARTMENTAL PROPERTY:

- A. Upon separation from service, all officers and civilians are required to surrender all departmental property in their possession. Failure to return non-expendable items shall necessitate the individuals reimbursing the department for the fair market value of the article(s).

9.03 DEPARTMENT PROPERTY AND BUILDINGS:

- A. Officers and civilians shall not use department property and equipment for personal purposes without authorization.
- B. Officers and civilians shall not mark or deface any surface of any building. No material shall be affixed in any way to any wall in department buildings without specific authorization from a commanding officer.

**SECTION 10 - OFFICER'S UNIFORM AND EQUIPMENT**

10.01 OFFICIAL UNIFORM AND SPECIFICATIONS:

- A. All officers of the department, except those so designated by the Chief, and those personnel whose duties require the wearing of a specified uniform, shall own and maintain in good order both a Class A short and long sleeve and Class B short and long sleeve uniform. All articles of the uniform shall conform to uniform specifications of the Goshen Police Department. The uniform shall be subject to inspection and approval of the Shift Captain and the Executive Staff.

10.02 WEARING OF THE UNIFORM:

- A. An officer of the department shall wear the prescribed uniform during his/her tour of duty as described in policy and directives unless otherwise directed by a superior officer. Civilian clothing will not be worn with any distinguishable part of the uniform.
- B. Officers or uniformed civilians shall not wear the uniform or any part thereof while off-duty, except when traveling to and from work or on departmental assignment without approval from the Executive Staff.

- C. Uniforms shall be kept clean, neat, and well pressed at all times. While wearing the uniform, officers shall maintain a military bearing, avoiding mannerisms such as slouching, shuffling, and hands in the pockets.
- D. Civilian employees shall wear and maintain an official uniform as described in policy and directives.
- E. During a period of suspension, an officer of the department shall not wear the official uniform either in whole or in part.

10.03 OFFICIAL BADGE AND IDENTIFICATION CARDS:

- A. An officer shall wear or carry the badge and identification card issued to him at all times when on-duty or off-duty. An officer assigned to uniform duty shall wear the official badge of his/her rank upon the left breast of his/her outer garment of his/her uniform. No unauthorized badge or other devices shall be worn on the uniform.
- B. An officer who has lost the official badge issued by the department shall report such loss immediately by written report explaining the circumstances and shall forward said report to his/her supervisor who shall contact the Chief through proper channels.
- C. When off-duty, all officers shall carry the badge or a similar badge, along with his/her department identification card, at all times.

10.04 CIVILIAN DRESS:

- A. Officers permitted to wear civilian clothing during a tour of duty shall wear suits or sports type clothing prescribed by the Executive Staff of their respective section, clothing of the type necessary to meet a particular police objective. Civilian clothing shall be clean, neat, and relatively conservative. The only exception is if approved by the Executive Staff.

10.05 REGISTRATION OF EQUIPMENT:

- A. Officers are required to register with the department the description and serial numbers of all privately owned firearms if said firearm is to be carried on the person while on-duty as set forth in state law, policy or directives.

10.06 OFFICIAL EQUIPMENT:

- A. An officer assigned to civilian dress duty shall carry a fully loaded handgun, extra rounds of ammunition, identification card, badge, departmental business cards, and any other equipment deemed necessary by the Executive Staff.
- B. Officers in uniform or civilian dress, while on-duty, shall carry and wear such other items as are specified by department orders or supervisor's instructions.
- C. Officers must provide serials numbers, if equipped, for any extra equipment approved to carry on-duty to the equipment manager of the department.

10.07 CHANGES IN UNIFORM AND EQUIPMENT:

- A. The Executive Staff Officer(s) may specify changes in an officer's equipment and uniform consistent with department policy and directives and specific police needs.

10.08 PERSONAL BUSINESS CARDS:

- A. Personal business cards of any officer must follow the approved standard format and shall be utilized solely for identification purposes.

**SECTION 11 - OTHER VIOLATIONS**

In addition to the violations enumerated in the above Code of Conduct Policy, the following conduct may also constitute a violation of another policy as established by the Board of Public Works and Safety. To fully understand the nature of the violation, please refer to the policy establishing the violation. The following violations are intended to be an enumeration of the rules referenced in Indiana Code § 36-8-3-4(b)(2)(B).

- 11.01 Failure of an officer or civilian to inform themselves completely with the Standard Operating Procedures and Directives of the department, and shall remain informed to all changes to such documents. (POLICY 02 (2019))
- 11.02 Failure of an officer or civilian to adhere to the proper chain of command. (POLICY 03 (2019))
- 11.03 Failure of an aggrieved officer or civilian to follow the proper grievance procedure. (POLICY 03 (2019))
- 11.04 Failure or deliberate refusal of an officer or civilian to follow a lawful order from a superior officer. (POLICY 03 (2019))

- 11.05 An officer or civilian speaking critically or derogatorily regarding orders or instructions issued by a senior officer. (POLICY 03 (2019))
- 11.06 An officer knowingly issuing an unlawful order. (POLICY 03 (2019))
- 11.07 An officer knowingly issuing an unjust order or order contrary to a Standard Operating Procedure or Directive. (POLICY 03 (2019))
- 11.08 Failure of an officer or civilian to properly process a complaint against a department employee received from the public or another department employee, including completing reports, notifying the appropriate supervisor and/or superior officer, and/or conducting preliminary investigations. (POLICY 05 (2019))
- 11.09 Failure of an officer or civilian that becomes aware of any act of misconduct by another department employee to immediately report the incident to a supervisor. (POLICY 05 (2019))
- 11.10 Failure of an officer that is involved in an incident resulting in serious bodily injury or death to follow the established procedure, including rendering assistance, reporting the incident, and participating in the investigations. (POLICY 06 (2020))
- 11.11 Failure of an officer to operate a department vehicle in accordance with existing statutes and the Police Vehicle Operating Guidelines with due regard given to the safety of others. (POLICY 07 (2019))
- 11.12 Failure of an off-duty officer driving a department vehicle to notify dispatch and assist with an incident or situation that is within the proximity of the officer's location. (POLICY 07 (2019))
- 11.13 An off-duty officer permitting unauthorized civilian passengers in a department vehicle. (POLICY 07 (2019))
- 11.14 An off-duty or on-duty officer engaging in a pursuit while transporting civilians, prisoners, witnesses, suspects, or any other non-police personnel in a department vehicle. (POLICY 07 (2019))
- 11.15 Failure of an officer driving a department vehicle to have in the officer's possession a valid operator's license, department identification and badge, and department approved handgun with at least one extra magazine. (POLICY 07 (2019))
- 11.16 Failure of an officer driving a department vehicle to obey all traffic laws and observe basic rules of courtesy and safety when not on an emergency call. (POLICY 07 (2019))

- 11.17 Failure of an officer to be conscious of surroundings, road conditions and potential hazards which could cause the officer to lose control of or cause damage to a department vehicle. (POLICY 07 (2019))
- 11.18 Failure of an officer driving a department vehicle to be dressed in appropriate attire. (POLICY 07 (2019))
- 11.19 Failure of officer driving a department vehicle and all occupants to wear safety restraints. (POLICY 07 (2019))
- 11.20 An officer driving a department vehicle being under the influence of alcohol while operating the vehicle, or consuming alcoholic beverages while operating the vehicle unless authorized by Executive Staff as part of a covert operation. (POLICY 07 (2019))
- 11.21 An officer assigned a take-home department vehicle allowing another person to operate the vehicle. (POLICY 07 (2019))
- 11.22 An officer operating an assigned department vehicle off-duty as a delivery vehicle for outside employment; transporting non-police related items which could damage the vehicle; or using a vehicle to tow a trailer unless specifically for police purposes. (POLICY 07 (2019))
- 11.23 An officer using electronics or devices which can cause distractions while driving. (POLICY 07 (2019))
- 11.24 Failure of an officer to operate a department vehicle in accordance with the appropriate level of response based on the nature of the call for service and with due regard for the safety of others. (POLICY 07 (2019))
- 11.25 Failure of an officer operating a department vehicle to give right-of-way to fire, ambulance and other life-saving equipment on emergency medical and fire calls. (POLICY 07 (2019))
- 11.26 Failure of an officer to first follow and attempt to stop a vehicle carrying a law violator prior to engaging in pursuit. (POLICY 07 (2019))
- 11.27 Failure of an officer to follow the pursuit procedures, including activating siren and emergency lighting equipment, communicating with the dispatcher, and/or joining pursuits from other jurisdictions without authorization. (POLICY 07 (2019))
- 11.28 An officer using vehicle force to terminate a pursuit without authorization. (POLICY 07 (2019))

- 11.29 Failure of an officer to follow department policy and procedures on the use of deadly force when discharging a firearm while in pursuit of another vehicle. (POLICY 07 (2019))
- 11.30 An officer using a firearm to deflate a suspect's vehicle tires or for warning shots while engaged in pursuit. (POLICY 07 (2019))
- 11.31 An officer using spike strips/electronic and other mechanical devices without authorization while engaged in pursuit. (POLICY 07 (2019))
- 11.32 Failure of an officer driving an unmarked non-patrol vehicle or motorcycle to withdraw from an active pursuit once a marked or unmarked patrol police vehicle becomes available. (POLICY 07 (2019))
- 11.33 Failure of an officer to immediately terminate a pursuit when instructed to do so. (POLICY 07 (2019))
- 11.34 Failure of an officer participating in a pursuit to complete a detailed incident report before the end of the officer's tour of duty. (POLICY 07 (2019))
- 11.35 Failure of an officer to immediately notify the shift Officer-in-Charge and administration member if involved in a crash in a department vehicle. (POLICY 07 (2019))
- 11.36 Failure of an officer involved in a crash to submit to a certified breath test or preliminary breath test, and complete all necessary reports. (POLICY 07 (2019))
- 11.37 An officer is involved in a minor crash or a major crash in which the officer is at fault. (POLICY 07 (2019))
- 11.38 Failure of an officer to attend and qualify at least one (1) firearms qualification during the calendar year or after two (2) remedial training sessions for every department issued firearm or approved backup firearm. (POLICY 08 (2019))
- 11.39 An officer commits any serious intentional or negligent safety violation during firearms training. (POLICY 08 (2019))
- 11.40 An officer has an unexcused absence from a scheduled firearms training session. (POLICY 08 (2019))
- 11.41 Failure of an officer to clean and maintain the officer's department issued firearm in satisfactory condition after forty-eight (48) hours from the completion of firearms training. (POLICY 08 (2019))

- 11.42 Failure of an officer to immediately report any department issued firearm malfunction or breakage to a department qualified armorer. (POLICY 08 (2019))
- 11.43 An officer permits a firearm provided to the department from the federal government to be armored and/or modified by anyone other than a department qualified armorer. (POLICY 08 (2019))
- 11.44 Failure of an officer to carry a department issued firearm while on-duty, or failure to carry a department issued firearm and/or approved backup firearm while operating a department vehicle while off-duty. (POLICY 08 (2019))
- 11.45 An officer carrying their department issued firearm while consuming alcohol except when conducting official duties. (POLICY 08 (2019))
- 11.46 Failure of an officer to obtain approval of a Firearms Instructor or on-duty Officer-in-Charge before loaning their department issued firearm to another officer. (POLICY 08 (2019))
- 11.47 Failure of an officer to use the bullet trap when unloading their firearm in the department. (POLICY 08 (2019))
- 11.48 Failure of an officer to obtain approval prior to making any modifications, including adding attachments, to any department issued firearm. (POLICY 08 (2019))
- 11.49 Failure of an officer to use only department issued ammunition in their department issued firearm. (POLICY 08 (2019))
- 11.50 Failure of an officer to use only department issued or approved holsters for their department issued firearm while on-duty. (POLICY 08 (2019))
- 11.51 Failure of an officer to immediately report upon discovery that any firearm is lost or stolen from the officer's possession. (POLICY 08 (2019))
- 11.52 Failure of an officer to prepare a report of the on-duty or off-duty discharge of a department issued firearm unless excepted in accordance with the Firearms and Firearms Training Policy. (POLICY 08 (2019))
- 11.53 Failure of an officer to have a backup firearm and ammunition for the backup firearm approved prior to use. (POLICY 08 (2019))
- 11.54 Failure of an officer to secure a backup firearm in a holster that is concealed from sight unless exempted. (POLICY 08 (2019))

- 11.55 Failure of an officer to present their backup firearm for inspection at any time without prior notice, and keep their backup firearm clean and in good working order. (POLICY 08 (2019))
- 11.56 Failure of an officer to obtain prior approval to utilize a backup firearm as their primary firearm. (POLICY 08 (2019))
- 11.57 Failure of an officer to prepare a report of the on-duty discharge of a backup firearm except for firing practice. (POLICY 08 (2019))
- 11.58 Failure of an officer to use reasonable force based on the facts and circumstances of the situation to affect an arrest. (POLICY 09 (2020))
- 11.59 Failure of an officer to complete a Response to Resistance Report when required in accordance with the Response to Resistance Policy. (POLICY 09 (2020))
- 11.60 An officer using a liquid chemical agent, impact weapon or taser device to bring a subject into custody prior to completing department training. (POLICY 09 (2020))
- 11.61 An officer applying a chemical agent to any person for the purpose of effectuating punishment. (POLICY 09 (2020))
- 11.62 Failure of an officer to administer proper first aid whenever physical force is applied to a person in custody. (POLICY 09 (2020))
- 11.63 An officer altering an approved impact weapon. (POLICY 09 (2020))
- 11.64 An officer striking a submissive person with an impact weapon. (POLICY 09 (2020))
- 11.65 An officer firing a warning shot to warn a person against whom deadly force is to be used. (POLICY 09 (2020))
- 11.66 Failure of an officer issued body armor to wear body armor when required. (POLICY 10 (2019))
- 11.67 Failure of an officer to properly store, care and maintain their body armor. (POLICY 10 (2019))
- 11.68 An officer loses or does not return the body armor to the department. (POLICY 10 (2019))
- 11.69 Failure of an officer to impound a vehicle, conduct an inventory, complete any required vehicle inventory report or obtain a vehicle release slip in accordance with the Vehicle Impound Policy. (POLICY 11 (2019))



- 11.70 Failure of an officer to deploy the K-9 Unit in accordance with the Utilization of K-9 Units Policy, including getting prior approval when necessary. (POLICY 12 (2019))
- 11.71 An officer possessing a controlled substance for K-9 Unit training purposes except as specifically allowed by the Utilization of K-9 Units Policy. (POLICY 12 (2019))
- 11.72 Failure of an officer to follow the procedures set forth in the Utilization of K-9 Units Policy should an apprehension involve a dog bite. (POLICY 12 (2019))
- 11.73 Failure of a K-9 Unit officer to complete all canine training, including weekly maintenance training with their assigned canine, and maintain training files and activity reports. (POLICY 12 (2019))
- 11.74 Failure of a canine handler to properly care for the canine, including maintaining the canine in a healthy environment, feeding, and providing medical care. (POLICY 12 (2019))
- 11.75 An officer exhibiting the canine's apprehension and engagement abilities without authorization. (POLICY 12 (2019))
- 11.76 Failure of an officer to obtain approval to allow a civilian to ride along in a K-9 Unit when the canine is present. (POLICY 12 (2019))
- 11.77 Failure of an officer to activate his/her in-car video when required. (POLICY 13 (2020))
- 11.78 Failure of an officer to properly position and securely attach his/her body camera and actuate the body camera when required. (POLICY 13 (2020))
- 11.79 An officer using an electronic recording device contrary to the Electronic Recording Device and Data Policy. (POLICY 13 (2020))
- 11.80 Failure of an officer assigned an electronic recording device to ensure that the device is fully charged and functioning properly, and report equipment malfunctions or problems. (POLICY 13 (2020))
- 11.81 Failure of an officer to upload any digital data files when required. (POLICY 13 (2020))
- 11.82 Failure of an officer to document on a report narrative if recordings were obtained or explain why such data was not obtained when required. (POLICY 13 (2020))

- 11.83 An officer viewing any digital data file prior to completing and submitting reports and being interviewed in the event of an incident of deadly force or in-custody death. (POLICY 13 (2020))
- 11.84 An officer who is subject to a criminal or internal investigation viewing any digital data file without proper authorization. (POLICY 13 (2020))
- 11.85 Failure of an officer to properly collect and process evidence, or to preserve and protect the evidence until the scene is released to the on-call detective or evidence technician. (POLICY 14 (2019))
- 11.86 An officer touching, moving or otherwise contaminating any evidence without authorization unless the evidence poses a threat to human life or there is the possibility that the evidence may be destroyed by weather or other conditions at the scene. (POLICY 14 (2019))
- 11.87 Failure of an officer to enter and process evidence in the evidence room in a timely fashion. (POLICY 14 (2019))
- 11.88 Failure of an officer to dispose of evidence in accordance with the Goshen Police Department Procedures for the Disposal of Evidence. (POLICY 14 (2019))
- 11.89 An officer entering into the evidence storage room without supervision except in the case of an emergency. (POLICY 14 (2019))
- 11.90 Failure of an officer to document and store any seized or recovered evidence or any found property at the appropriate locations, and/or the failure to return, release or dispose of such items in accordance with the Goshen Police Department Procedures for the Disposal of Evidence. (POLICY 15 (2019))
- 11.91 Failure of an officer responding to a call in which there may be a restraining or protective order against one of the parties involved in the call to verify the existence of such order with the 911 Center. (POLICY 20 (2019))
- 11.92 An officer unlocking a vehicle by any means other than with the keys in a non-emergency situation. (POLICY 21 (2019))
- 11.93 Failure of an on-duty officer to properly secure their rifle inside their vehicle and check the weapon regularly if secured in the trunk. (POLICY 22 (2019))
- 11.94 Failure of an off-duty officer to properly store their rifle. (POLICY 22 (2019))

- 11.95 Failure of an officer to remove their assigned rifle from a department vehicle which may be driven by others, is being serviced by the garage, or when on extended leave. (POLICY 22 (2019))
- 11.96 An officer or civilian is tardy or AWOL for their tour of duty. (POLICY 23 (2019))
- 11.97 Failure of an officer or civilian to comply with the Social Networking and Media Posting On-Line Policy. (POLICY 24 (2019))
- 11.98 An officer allowing an observer/rider to ride along during the officer's tour of duty if the observer/rider has not been approved, has been subsequently denied, or in excess of the permitted number of times. (POLICY 25 (2019))
- 11.99 An officer allowing an observer/rider to violate the rules set forth in the Ride Along Program Policy. (POLICY 25 (2019))
- 11.100 Failure of an employee to use a respirator or wear protective work clothing and equipment when required at the gun range and training facility. (POLICY 26 (2020))
- 11.101 An employee causing lead to be dispersed into the air by blowing, shaking or otherwise removing lead from protective clothing and equipment. (POLICY 26 (2020))
- 11.102 Failure of an employee to appropriately perform housekeeping and maintenance activities, or follow all appropriate hygiene practices at the gun range and training facility when required. (POLICY 26 (2020))
- 11.103 Failure of an employee to participate in the Lead Safety Training Program as required. (POLICY 26 (2020))



Jose' Miller #116  
Chief of Police

## **RESPONSE TO RESISTANCE**

### **POLICY 09 (2020)**

I. **BACKGROUND:** Officers have special legal authority to use force and deadly force. Notwithstanding this authorization, officers are under a duty to employ extraordinary care in determining to use force and in the handling of firearms and other deadly weapons. It is essential that each officer exercise sound judgment and act reasonably when any force is applied. With this in mind, the use of force is authorized in those situations where force is appropriate and reasonable to affect a lawful arrest, to protect the arresting officer, or to protect a third party. This policy sets forth department policy on the use of force, establishes general guidelines for the escalation of force, and establishes procedures for reporting the use of force.

#### **II. POLICY:**

##### **A. USE OF REASONABLE FORCE:**

1. Officers should use force that is reasonably necessary to accomplish the intended objective without impairing the safety of others. This provision should not be construed to require officers to first attempt using types and degrees of force that reasonably appear to be inadequate to accomplish the intended objective. It shall be deemed reasonable for officers to use that type and degree of non-deadly force necessary to bring a subject whom the officer intends to arrest or capture quickly under control.
2. Whether or not force is "reasonable" is judged by the facts and circumstances of each case and whether the officer's actions were reasonable in light of the facts and circumstances judged from the perspective of the officer on the scene. The use of force is determined based on what is reasonably known or perceived by the officer at the time. Facts discovered after the event, no matter how compelling, cannot be considered later in determining that force was not justified.
3. Each officer shall use the appropriate amount of force necessary to affect an arrest. To this end, the officer shall consider the following:
  - a. The severity of the crime at issue.
  - b. Whether the suspect poses an immediate threat to the safety of the officer or others.
  - c. Whether the suspect is actively resisting arrest or attempting to evade arrest by flight.

4. Members of the Goshen Police Department may use reasonable force in the performance of their duties in the following circumstances:
  - a. to prevent the commission of a crime;
  - b. to prevent a person from injuring himself/herself;
  - c. to affect the lawful arrest of persons resisting or attempting to flee from custody;  
and
  - d. in self-defense or in the defense of another person.

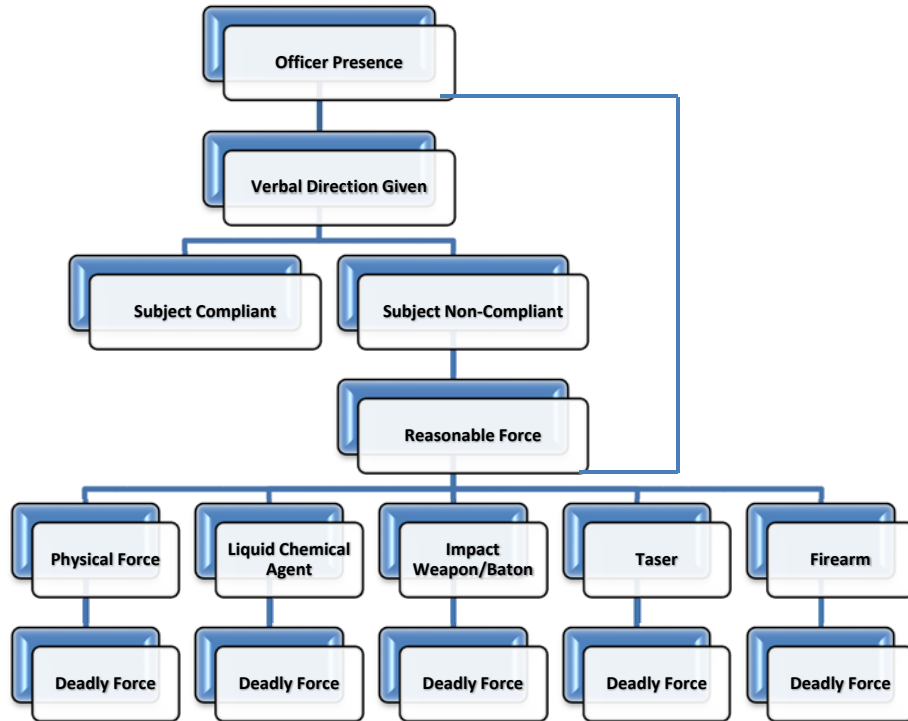
An officer is not required to announce the intention to use reasonable force that is reasonably necessary under the circumstances. Firearms may be readied for use in situations where it is reasonably anticipated that they may be required.

5. Officers will use only approved weapons unless circumstances exist which pose an imminent threat to the safety to the officer or the public requiring the immediate use of a non-approved weapon to counter a threat.
6. Officers shall complete a Response to Resistance Report anytime force beyond verbal direction is used or escorts are utilized. The Response to Resistance Report shall also be completed when verbal direction is given while displaying a firearm and/or a taser (i.e. arch display). The Response to Resistance Report shall be completed prior to the end of the officer's scheduled work period unless approved by a member of the Executive Staff. The information related to the events shall be noted in the officer's case report, and if appropriate, in the officer's probable cause affidavit.

**B. RESPONSE TO RESISTANCE CONTINUUM:**

The following Response to Resistance Continuum is intended to be used as a general guideline only. Specific facts and circumstances of each situation should be analyzed by the officer to determine the level of response for the resistance. Officers may enter the continuum at any level as long as the response to the resistance is reasonable.

(Continued Next Page)



1. The following are several, but not all, of the variables and considerations that may affect the continuum:
  - a. officer size, gender, and physical condition in relation to suspect size, gender, and apparent physical condition;
  - b. totality of the factual circumstances, including environmental conditions and danger to officers and others, as well as number of aggressors;
  - c. reaction timing issues such as the amount of time the officer has to react to the totality of the circumstances;
  - d. distance between aggressor and innocent bystanders; and
  - e. motive, opportunity, ability, and jeopardy.

C. OPTIONS OF FORCE:

The following sections discuss the various options of force, generally in order of increasing severity, to accomplish a lawful police task by use of non-deadly force.

1. **Verbal Direction as a Means of Affecting Custody**

Verbal direction is a method of force used to provide instruction to a cooperative individual to comply with lawful commands if there is no threat of harm caused by the subject's behavior. The practice of courtesy in all public contacts encourages understanding and cooperation. Lack of courtesy arouses suspicion, resentment, and often physical resistance. Simple instructions are by far the most desirable method of dealing with an arrest situation. Control may be achieved through advice, persuasion, and warnings before resorting to physical force. It should not be construed that verbal direction is appropriate in all situations. An officer should never lose control of a situation, thus endangering the officer's personal safety or the safety of others. Officers are permitted to use that amount of force that is appropriate and reasonable under the circumstances.

2. **Physical Force to Accomplish Custody**

The use of physical force by an officer to bring a subject into custody is appropriate in a wide range of circumstances. The appropriate amount of physical force used will depend on the specific situation. Generally, physical contact or directional contact to accomplish the escort of the individual is appropriate when the individual is failing to follow but is not physically resisting the officer's instruction. When the subject's resistance is not simply verbal, but also active, more physical force is warranted. In these situations, physical force may include joint locks, takedowns, and other reasonable force. The use of more serious physical force to effectuate custody is appropriate where the subject's resistance is active and violent and likely to bring about imminent injury to the officer, the subject, or others. Other acceptable methods of force that officers may use to exert serious physical force over a subject include the use of a liquid chemical agent, a department issued impact weapon, or a taser device. Use of each of these methods require additional considerations and requirements for their use.

a. **Use of a Chemical Agent to Accomplish Custody**

- i. Before an officer will be authorized to use a chemical agent, he or she must successfully complete training by the department. A chemical agent is not designed to replace the police handgun or impact weapon. Chemical agents will not be applied to any person for the purpose of effectuating punishment.
- ii. It is the officer's responsibility to see that proper first aid is administered whenever physical force is applied to a person in custody. After a chemical agent has been used, proper first aid shall be provided to the individual(s) as soon as it is safe to do so.

b. Use of an Impact Weapon to Accomplish Custody

- i. Impact weapons may only be used after proper training authorized by the Goshen Police Department. Officers should only use impact weapons where efforts involving the use of less force have failed or where it reasonably appears that such methods would be ineffective if attempted. The use of impact weapons should only be used to subdue an attacker or to overcome resistance likely to result in injury to the suspect, the officer, or others. Officers shall carry only those impact weapons approved by the Goshen Police Department. These weapons are not to be altered in any way.
- ii. Officers striking another person with an impact weapon should avoid striking, if possible, bodily areas likely to result in serious bodily injury or death unless deadly force is authorized under this policy. These areas include the head, neck, throat, groin, armpits, and spine. Officers striking another person with an impact weapon should attempt to strike, if possible, bodily areas likely to result only in incapacity. These areas include center mass target areas such as the arms, legs, and body.
- iii. Striking a submissive person with an impact weapon is strictly prohibited.

c. Use of a Taser Device to Accomplish Custody

- i. The taser, an electronic control device (ECD), may only be used after proper training authorized by the Goshen Police Department. In addition to general guidelines on taser use, handling, maintenance, and storage, the training will provide officers with information regarding the health hazards from taser use. The taser should only be used when an officer is attempting to subdue a person whose behavior or resistance is likely to result in injury to the suspect, officer, or other persons. Before deploying a taser, the officer if possible, should give a loud verbal warning to the subject that a taser will be used if the subject does not comply with officer orders. When an officer uses the taser, he or she shall use the taser only until the situation or person is under control. At which time the officer will re-evaluate the situation and make the determination if follow up use is necessary.
- ii. The officer, unless no other reasonable force options are available, should not use the taser when:
  - (1) the subject is already in handcuffs;
  - (2) the subject is only offering minor or passive resistance;



- (3) the subject is a woman who is obviously pregnant;
  - (4) the subject is a child who appears under the age of fourteen (14);
  - (5) the subject is an elderly person; or
  - (6) if the subject is in water which could result in drowning or submersion.
- iii. The taser should not be used in the presence of flammable liquids or gases. The taser also should not be used on individuals located at dangerous heights such as trees, roofs and bridges.
  - iv. If trained, officers may remove the probes from an individual when the taser is discharged. When the taser is discharged on a person in sensitive areas such as eyes or the groin, or if the individual is observed to be in distress or delirium, EMS personnel will be summoned to the scene. EMS personnel will evaluate the person's need for medical treatment.
  - v. Following the operational discharge of taser probes, the taser probes will be collected and placed into the appropriate disposal unit. Officers should photograph the areas of the probe strikes, if possible, before and after probe removal. All photographs will be placed into evidence.
- d. Use of Deadly Force to Accomplish Custody
- i. Deadly force is any force used by an officer that the officer knows, or reasonably should know, creates a substantial risk of causing death or great bodily harm. The intentional discharge of a firearm in the direction of another person, or at a vehicle in which another person is believed to be, constitutes deadly force.
  - ii. An officer may only use deadly force if the officer has reasonable cause to believe that deadly force is necessary to prevent the commission of a forcible felony, or to affect an arrest of a person who the officer has probable cause to believe poses a threat of serious bodily injury to the officer or a third person. A law enforcement officer who has an arrested person in custody is justified in using the same force to prevent the escape from custody as the officer would be justified in using if the officer was arresting that person. However, deadly force can only be used if the officer has reasonable cause to believe that deadly force is necessary to prevent the escape from custody of a person who the officer has probable cause to believe poses a threat of serious bodily injury to the officer or a third person. If feasible, the officer should warn the person against whom deadly force is to be used. A warning shot shall not be used as a warning.

- iii. Officers must use reasonable caution when employing deadly force in situations where innocent bystanders could be injured.

### III. DEFINITIONS

- A. Force: Any act of employing physical power or strength whether by hand or other means to respond to resistance.
- B. Forcible Felony: (IC 35-31.5-2-138) A felony that involves the use or threat of force against a human being, or in which there is imminent danger of bodily injury to a human being.
- C. Impact Weapons: Response to resistance using weapons or objects consisting of, but not limited to, bean bag rounds fired from a designated bean bag gun. The use of impact weapons, depending on the intended location of application, can fall under less lethal or deadly force.
- D. Physical Force: The weaponless use of physical techniques consisting of but not limited to holds, restraints, joint locks, take downs, punches, strikes and kicks. Physical force, depending on the type of tactic and intended location of application, can fall under less lethal force or deadly force.
- E. Serious Bodily Injury: (IC 35-31.5-2-292) Bodily injury that creates a substantial risk of death or that causes:
  - 1. Serious permanent disfigurement;
  - 2. Unconsciousness;
  - 3. Extreme pain;
  - 4. Permanent or protracted loss or impairment of the function of a bodily member or organ; or
  - 5. Loss of a fetus.
- F. Verbal Direction: Commands of direction or arrest, communicated verbally along with the use of body language and gestures.



Jose' Miller #116  
Chief of Police

## LEAD SAFETY PROGRAM

### POLICY 26 (2020)

I. **PURPOSE:** The purpose of this policy is to protect Department officers and employees, especially our instructors normally assigned to work at the gun range and training facility, and the environment from any lead contamination that might be generated at our gun range and training facility. No employee shall be exposed to lead at concentrations greater than 50 micrograms of lead per cubic meter of air ( $50 \mu\text{g}/\text{m}^3$ ), averaged over an eight (8) hour workday (the Permissible Exposure Limit (“PEL”)). The intent of our program is to be in full, continuous compliance with OSHA Standard 29 CFR 1910.1025 and all other local, state and federal requirements.

#### II. HAZARDS

A. Pure lead (atomic symbol - Pb) is a heavy metal at room temperature and pressure and is a basic chemical element. It can combine with various other substances to form numerous lead compounds. Lead can be absorbed by inhalation (breathing) and ingestion (eating). Lead is not absorbed through the skin. When lead is scattered in the air as a dust, fume, or mist it can be inhaled and absorbed through the lungs and upper respiratory tract. Lead can also be absorbed through the digestive system if swallowed. Handling food, cigarettes, chewing tobacco, or make-up that have lead contamination, or handling them with hands contaminated with lead, will contribute to ingestion.

A significant portion of inhaled or ingested lead goes into the blood stream. Once in the blood stream, lead is circulated throughout the body and stored in various organs and body tissues. Some of this lead is quickly filtered out of the body and excreted, but some remains in the blood and other tissues. As exposure to lead continues, the amount stored in the body will increase. Lead stored in body tissues can cause irreversible damage, first to individual cells, then to organs and whole-body systems.

Shooting firearms with lead bullets or lead-containing primer creates airborne lead in gun smoke. Lead bullet deformation and fragmentation can cause lead exposure at bullet trap systems.

B. Short-term (acute) effects of overexposure to lead: Lead is a potent, systemic poison. Taken in large enough doses, lead can kill in a matter of days. A condition affecting the brain called acute encephalopathy may arise which develops quickly to seizures, coma, and death from cardiorespiratory arrest. There is no sharp dividing line between rapidly developing acute effects of lead, and chronic effects which take longer to acquire. Lead

adversely affects numerous body systems, and causes forms of health impairment and disease which arise after periods of exposure as short as days or as long as several years.

- C. Long-term (chronic) effects of overexposure to lead: Chronic overexposure to lead may result in severe damage to blood-forming, nervous, urinary, and reproductive systems. Some common symptoms of chronic overexposure include loss of appetite, metallic taste in the mouth, anxiety, constipation, nausea, pallor, excessive tiredness, weakness, insomnia, headache, nervous irritability, muscle and joint pain or soreness, fine tremors, numbness, dizziness, hyperactivity and colic. In lead colic there may be severe abdominal pain.

### III. POLICY

#### SECTION 1 - MONITORING

Department monitoring of lead levels at the gun range and training facility shall be as follows:

##### 1.01 INITIAL DETERMINATION

- A. The Department shall make an initial determination of the gun range exposure levels, and will conduct subsequent “initial determinations” in the event of changes to hazard control methods or processes that affect employee or environmental exposure. Initial determinations will be conducted to determine if any employee may be exposed to lead at or above 30 micrograms per cubic meter of air ( $30 \mu\text{g}/\text{m}^3$ ) averaged over an eight (8) hour period (“Action Level”).
- B. Where a determination is made that no employee is exposed to airborne concentrations of lead at or above the Action Level, the Department shall maintain a written record. The record shall include IOSHA lead sampling data, quantitative sampling data, date of determination, and location within the worksite.

##### 1.02 MONITORING REQUIREMENTS

- A. Monitoring and analysis methods shall have an accuracy (to a confidence level of 95 percent) of not less than plus or minus 20 percent for airborne concentrations of lead equal to or greater than  $30 \mu\text{g}/\text{m}^3$ .
- B. Where a determination shows the possibility of any employee exposure at or above the Action Level, the Department shall conduct monitoring that is representative of the exposure for each employee in the gun range who is exposed to lead.
- C. For the purposes of monitoring requirements, employee exposure is that exposure that would occur if the employee were not using a respirator.

- D. Monitoring and sample collection shall cover full shift (for at least an eight (8) continuous hour period) personal samples, including at least one (1) sample for each training session for each instructor/student in each work area.
- E. Full training session samples must be representative of the monitored employee's regular, daily exposure to lead.

1.03 MONITORING FREQUENCY

- A. At or Above Action Level and Below PEL. Every six (6) months after the initial determination or subsequent monitoring reveals employee exposure to be at or above the Action Level but below the PEL. Monitoring at a six (6) month frequency will continue until at least two (2) consecutive measurements, taken at least seven (7) days apart, are below the Action Level.
- B. Above PEL. If the initial monitoring reveals that employee exposure is above the PEL, the Department will repeat monitoring quarterly. Quarterly monitoring will continue until at least two (2) consecutive measurements, taken at least seven (7) days apart, are below the PEL but at or above the Action Level.
- C. Additional Monitoring. Whenever there has been a process, control, or personnel change that may result in new or additional exposure to lead, or whenever any other reason to suspect a change that may result in new or additional exposures to lead, additional testing will be conducted.

1.04 EMPLOYEE NOTIFICATION OF MONITORING RESULTS

- A. Within 15 working days after the Department's receipt of monitoring results, the Department will notify each employee in writing of the results that represent that employee's exposure.
- B. Whenever the results indicate that the representative employee exposure, without regard to respirators, exceeds the PEL, the written notice will include a statement that the PEL was exceeded and a description of the corrective action taken or to be taken to reduce exposure to or below the PEL.

1.05 OBSERVATION OF MONITORING

- A. The Department provides affected employees an opportunity to observe any monitoring of employee exposure to lead.
- B. Whenever observation of the monitoring of employee exposure to lead requires entry into an area where the use of respirators, protective clothing, or equipment is

required, the Department will provide the observer with and assure the use of respirators, clothing, and equipment required, and will require the observer to comply with all other applicable safety and health procedures.

C. Without interfering with the monitoring, observers are entitled to:

1. Receive an explanation of the measurement procedures.
2. Observe all steps related to the monitoring of lead performed at the place of exposure.
3. Record the results obtained or receive copies of the results when returned by the laboratory.

## **SECTION 2 - PLAN TO REDUCE LEAD LEVELS**

2.01 If the initial monitoring finds lead levels at or above the PEL, Department shall explore other means to reduce employee exposure below the PEL, and shall conduct personal air monitoring quarterly.

2.02 If monitoring results in lead levels above the PEL, Department must develop and implement a plan to reduce air lead levels to or below the PEL. This plan must be in writing and must be reviewed and updated at least every six (6) months. At a minimum, the plan must include:

- A. Description of each operation in which lead is emitted;
- B. Description of the specific means that will be used to achieve compliance;
- C. Report of the technology considered in meeting the PEL;
- D. Air monitoring data that documents the source of lead emissions;
- E. Detailed schedule for implementation of the program;
- F. Work practice program; and
- G. Administrative control (job rotation) schedule, if applicable.

## **SECTION 3 - ENGINEERING CONTROLS**

3.01 Where any employee is exposed to lead above the PEL for more than 30 days per year, the Department will implement feasible engineering and work practice controls (including administrative controls) to reduce employee exposure to lead. Wherever the

engineering and work practice controls that can be instituted are not sufficient to reduce employee exposure to or below the PEL, the Department will still use them to reduce exposures to the lowest feasible level and shall supplement them by the use of respiratory protection.

- 3.02 Where any employee is exposed to lead above the PEL, but for 30 days or less per year, the Department will implement engineering controls to reduce exposures to  $200 \mu\text{g}/\text{m}^3$ , but thereafter may implement any combination of engineering, work practice (including administrative controls), and respiratory controls to reduce and maintain employee exposure to lead to or below  $50 \mu\text{g}/\text{m}^3$ .

#### **SECTION 4 - MECHANICAL VENTILATION**

- 4.01 Recirculation of air. If air from exhaust ventilation is recirculated into the workplace, the system must include:

- A. a high efficiency filter with reliable back-up filter; and
- B. controls installed, operating, and maintained that monitor the concentration of lead in the return air and bypass the recirculation system automatically if it fails.

- 4.02 The ventilation equipment servicing the gun range is equipped with sensors that produce warnings of when filters require replacement. In the event that controls monitoring the mechanical ventilation equipment indicate that filters need to be replaced, the Department shall suspend activities in the gun range until system filters can be properly replaced.

#### **SECTION 5 - ADMINISTRATIVE CONTROLS**

- 5.01 When necessary, Department shall use employee scheduling, task assignments, and other administrative controls that serve to limit lead exposure for any one (1) employee. Gun range-related tasks can be rotated among multiple instructors so no one (1) instructor is in the gun range area for a prolonged period of time. Department shall also use reasonable efforts to limit instructors' time in the gun range, e.g. two (2) hours in the morning and two (2) hours in the afternoon on a day of instruction.

- 5.02 If administrative controls are used as a means of reducing instructors time weighted average ("TWA") exposure to lead, the Department shall establish and implement a job rotation schedule which includes:

- A. Name or identification number of each affected instructor;

- B. Duration and exposure levels at each job or work station where each affected employee is located; and
  - C. Other information that may be useful in assessing the reliability of administrative controls to reduce exposure to lead.
- 5.03 In the event that airborne lead levels are at or above the Action Level, activity at the gun range shall be suspended until such levels are reduced.
- 5.04 Administrative control information and records will be maintained as an addendum to this written program.

## **SECTION 6 - RESPIRATORS**

- 6.01 The Department shall provide respirators to employees, and employees must use the respirator during the following periods:
- A. Periods necessary to install or implement engineering or work-practice controls.
  - B. If personal air monitoring shows that airborne lead levels are above the PEL for more than 30 days per year, the employer must implement all feasible engineering, work practice, and administrative controls to reduce air lead levels to below the PEL. When all feasible controls are in place and are still insufficient to reduce air lead levels below the PEL, respirators must be used to reduce employee exposure so that no employee is exposed above the PEL on any day.
  - C. Periods when an employee requests a respirator.
- 6.02 When respirators are used to supplement engineering and work practice controls to comply with the PEL and all other requirements have been met, employee exposure, for the purpose of determining compliance with the PEL, may be considered to be at the level provided by the protection factor of the respirator for those periods the respirator is worn. Those periods may be averaged with exposure levels during periods when respirators are not worn to determine the employee's daily TWA exposure. The respiratory protection program will be conducted in accordance with 29 CFR 1910.134 (b) through (d) (except (d)(1)(iii)), and (f) through (m). The Department will provide a powered air-purifying respirator when an employee chooses to use this type of respirator and such a respirator provides adequate protection to the employee.

## **SECTION 7 - PROTECTIVE CLOTHING & EQUIPMENT**

- 7.01 The Department shall provide appropriate protective work clothing and equipment described below to an employee, and an employee shall wear the protective work



clothing and equipment, if an employee is exposed to lead above the PEL, without regard to the use of respirators, or where the possibility of skin or eye irritation exists.

- A. Coveralls or similar full-body work clothing;
- B. Gloves, hats, and shoes or disposable shoe coverlets; and
- C. Face shields, vented goggles, or other appropriate protective equipment that complies with 29 CFR 1910.133.

7.02 CLEANING AND REPLACEMENT

- A. When an employee is exposed to lead above the PEL, the Department shall:
  - 1. provide the protective clothing in a clean and dry condition at least weekly, and daily to employees whose exposure levels without regard to a respirator are over  $200 \mu\text{g}/\text{m}^3$  of lead as an eight (8) hour TWA;
  - 2. provide for the cleaning, laundering, or disposal of protective clothing and equipment;
  - 3. repair or replace required protective clothing and equipment as needed to maintain their effectiveness;
  - 4. assure that all protective clothing is removed at the completion of a training session only in change rooms provided for that purpose;
  - 5. assure that contaminated protective clothing that is to be cleaned, laundered, or disposed of, is placed in a closed container in the change-room that prevents dispersion of lead outside the container;
  - 6. inform in writing any person who cleans or launders protective clothing or equipment of the potentially harmful effects of exposure to lead; and
  - 7. ensure that the containers of contaminated protective clothing and equipment required by paragraph 7.01 are labeled as follows:

**DANGER: CLOTHING AND EQUIPMENT CONTAMINATED WITH LEAD. MAY DAMAGE FERTILITY OR THE UNBORN CHILD. CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSTEM. DO NOT EAT, DRINK OR SMOKE WHEN HANDLING. DO NOT REMOVE DUST BY BLOWING OR SHAKING. DISPOSE OF LEAD CONTAMINATED WASH WATER IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, OR FEDERAL REGULATIONS.**

- 7.03 Employees shall not remove lead from protective clothing or equipment by blowing, shaking, or any other means that disperses lead into the air.

## **SECTION 8 - HOUSEKEEPING**

- 8.01 Instructors shall ensure that the gun range ventilation is turned on (unless performing work on the ventilation system or performing other activities where running the ventilation system could create a hazard to the worker) at all times when students are actively engaged in firearms training.
- 8.02 Employees shall maintain all surfaces as free as practicable of accumulations of lead. To the extent practical, employees shall sweep gun range floors after each training session's use. Floors and other surfaces where lead accumulates shall not be cleaned by the use of compressed air. Vacuuming (using a HEPA vacuum system) shall be the method used to clean the gun range, and the vacuum shall be used and emptied in a manner that minimizes the reentry of lead into the workplace. Shoveling, dry or wet sweeping, and brushing may be used only where HEPA vacuuming or other equally effective methods have been tried and found not to be effective or possible.
- 8.03 The Department shall maintain a regular schedule to remove accumulations of lead dust and debris. The schedule should be adapted to gun range conditions based on gun range use and exposure potential. Employees assigned to the gun range shall be trained in the safe performance of housekeeping and maintenance activities. The performance of gun range maintenance, cleaning or reclaiming activities are tasks that are likely to have the highest airborne lead exposure levels. For this reason, the use of protective clothing by employees during these activities is required, or hiring an independent contractor to perform these duties may be a consideration.
- 8.04 Filters in the ventilation system shall be replaced periodically, and when the ventilation system indicated that filters require replacement. As with changing the vacuum filter, those replacing the filters shall follow all instructions provided by the manufacturer. Those persons replacing filters shall properly dispose of the used filter.

## **SECTION 9 - HYGIENE FACILITIES & PRACTICES**

- 9.01 The following requirements pertain to all areas where employees are exposed to lead above the PEL, without regard to the use of respirators:
- A. No storage or consumption of food or beverages;
  - B. No tobacco product storage or use; and
  - C. No cosmetics stored or used.

9.02 CHANGE ROOMS

Clean change rooms are provided for employees who work in areas where their airborne exposure to lead is above the PEL. Any required change rooms shall be equipped with separate storage facilities for protective work clothing and equipment and for street clothes that prevent cross-contamination. Employees who are required to shower after training sessions are not allowed to leave the workplace wearing any clothing or equipment worn during the training session.

9.03 SHOWERS

Employees who work in areas where their airborne exposure to lead is above the PEL must shower at the end of each training session.

9.04 LUNCHROOM

Eating or drinking in the gun range shall not be allowed and, therefore separate lunchroom facilities shall not be provided for employees.

9.05 LAVATORIES

An adequate number of separate lavatory facilities are maintained for employees who work in lead-controlled process areas.

9.06 SIGNS

Proper signs will be posted at the entrance and exits to all lead hazard areas. No other signs or statements may appear on or near any lead hazard sign that contradicts or detracts from the meaning of the required sign. All lead hazard signs will be kept illuminated and cleaned as necessary so that the legend is readily visible. The signs will contain the following or other appropriate wording/warning:

WARNING  
LEAD WORK AREA  
MAY DAMAGE FERTILITY OR THE UNBORN CHILD  
CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSTEM  
DO NOT EAT, DRINK OR SMOKE IN THIS AREA

**SECTION 10 - EMPLOYEE TRAINING**

10.01 All affected employees will participate in the Department Lead Safety Training Program. All affected instructors and employees will be trained prior to the time of initial job assignment and at least annually.

10.02 Employee training will consist of:

A. specific OSHA requirements contained in:

1. 1910.1025 - OSHA Lead Standard;
2. 1910.1025 App A - Substance data sheet for occupational exposure to lead;
3. 1910.1025 App B - Employee standard summary;

B. specific nature of the operations that could result in exposure to lead above the Action Level;

C. purpose, proper selection, fitting, use, and limitations of respirators;

D. purpose and a description of the medical surveillance program, and the medical removal protection program including information concerning the adverse health effects associated with excessive exposure to lead (with particular attention to the adverse reproductive effects on both males and females);

E. engineering controls and work practices associated with the employee's job assignment;

F. contents of the Department compliance plan;

G. instructions that chelating agents should not routinely be used to remove lead from their bodies and should not be used at all except under the direction of a licensed physician; and

H. materials pertaining to the Occupational Safety and Health Act.

10.03 A copy of the OSHA standard 1910.1025 and its appendices will be readily available to all affected employees.

## **SECTION 11 - MEDICAL SURVEILLANCE**

11.01 The Department shall institute a medical surveillance program for all employees who are or may be exposed above the Action Level for more than 30 days per year.

11.02 The following requirements will apply to any employee who are or may be exposed above the Action Level for more than 30 days per year:

A. Blood lead level (“BLL”) and zinc protoporphyrin (“ZPP”) level sampling and analysis.

B. Medical examinations and consultations.

11.03 Medical Removal

- A. An employee shall be removed from gun range duties having an exposure to lead at or above the Action Level on each occasion that a periodic and a follow-up blood sampling test indicate that the employee's blood lead level is at or above 60  $\mu\text{g}/100$  g of whole blood.
- B. An employee shall be removed from gun range duties having an exposure to lead at or above the Action Level on each occasion that the average of the last three (3) blood sampling tests conducted (or the average of all blood sampling tests conducted over the previous six (6) months, whichever is longer) indicates that the employee's blood lead level is at or above 50  $\mu\text{g}/100$  g of whole blood; provided, however, that an employee need not be removed if the last blood sampling test indicates a blood lead level below 40  $\mu\text{g}/100$  g of whole blood.
- C. The employer shall remove an employee from work having an exposure to lead at or above the Action Level on each occasion that a final medical determination results in a medical finding, determination, or opinion that the employee has a detected medical condition that places the employee at increased risk of material impairment to health from exposure to lead. Where a final medical determination results in any recommended special protective measures for an employee, or limitations on an employee's exposure to lead, the employer shall implement and act consistent with the recommendation.



Jose Miller #116  
Chief of Police



**Kent Holdren, Superintendent**  
**WATER UTILITY, CITY OF GOSHEN**  
308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185  
kentholdren@goshencity.com • www.goshenindiana.org

5/4/2020

To the Board of Works and Public Safety and Storm Water.

Re; Request for Sewer Relief at 121The Willows

The Goshen Water and Sewer Department has investigated the claim for relief and because too much time had elapsed from when the leak and repair was done, we were not able to see any physical damage to determine whether or not the water that was recorded went to the sewer. However, based on the conversation as where the customer said that the leak occurred and the information on the repair bill it would not have entered the sewer and therefore it is the Sewer Department recommendation that sewer relief be granted for 121 The Willows as calculated by the Billing Department for the amount of \$552.58.

\$599.20 CUSTOMER WAS BILLED IN SEWER  
\$46.62 SUMMER SEWER

CREDIT = \$552.58

Sincerely

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

Kent Holdren  
Superintendent  
Goshen Water Department

**Cc:** Eldridge, Michelle; Shepherd, Angel; Garcia, Brittney  
**Subject:** FW: 121 THE WILLOWS

Kent:

Please give me your recommendation on whether the evidence below is enough verification or not. If so.. we will issue the credit. If not, they will need to appear before BOW's.

Thanks!!

Kelly

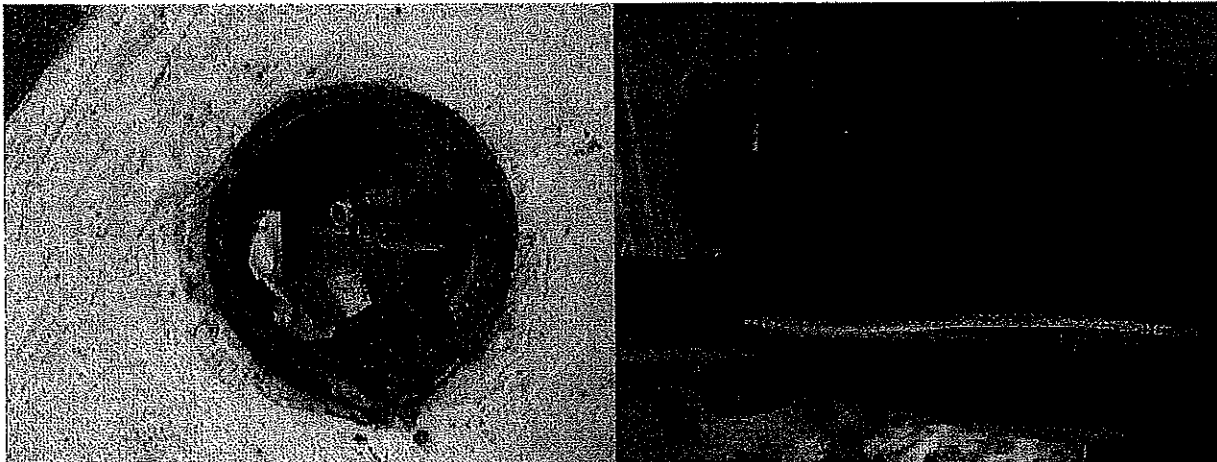
**From:** Hornish, Nick

**Sent:** Tuesday, March 3, 2020 1:55 PM

**To:** Garcia, Brittney <[brittneygarcia@goshencity.com](mailto:brittneygarcia@goshencity.com)>

**Cc:** Hutsell, John <[johnhutsell@goshencity.com](mailto:johnhutsell@goshencity.com)>; Beard, Matt <[mattbeard@goshencity.com](mailto:mattbeard@goshencity.com)>; Shepherd, Angel <[angelshpherd@goshencity.com](mailto:angelshpherd@goshencity.com)>; Saenz, Kelly <[kellysaenz@goshencity.com](mailto:kellysaenz@goshencity.com)>; Holdren, Kent <[kentholdren@goshencity.com](mailto:kentholdren@goshencity.com)>

**Subject:** Re: 121 THE WILLOWS



Hello everyone, I went out to 121 the willows today to verify a leak. The first picture was of the adjacent lot that does not have a house on it yet. Showing how the water line comes up from the ground. The second picture is of the line that was leaking. The person I met with stated that the shark bite on the valve was leaking. I did not see any evidence of the water leak. The only evidence I saw was that the insulation foam around water line had been removed from the area where the leak was said to be. If the leak was where it was said to be, the water did not enter the sewer. It would have leached into the ground.

Sent from my iPhone

On Mar 2, 2020, at 2:59 PM, Garcia, Brittney <[brlttneygarcia@goshencity.com](mailto:brlttneygarcia@goshencity.com)> wrote:

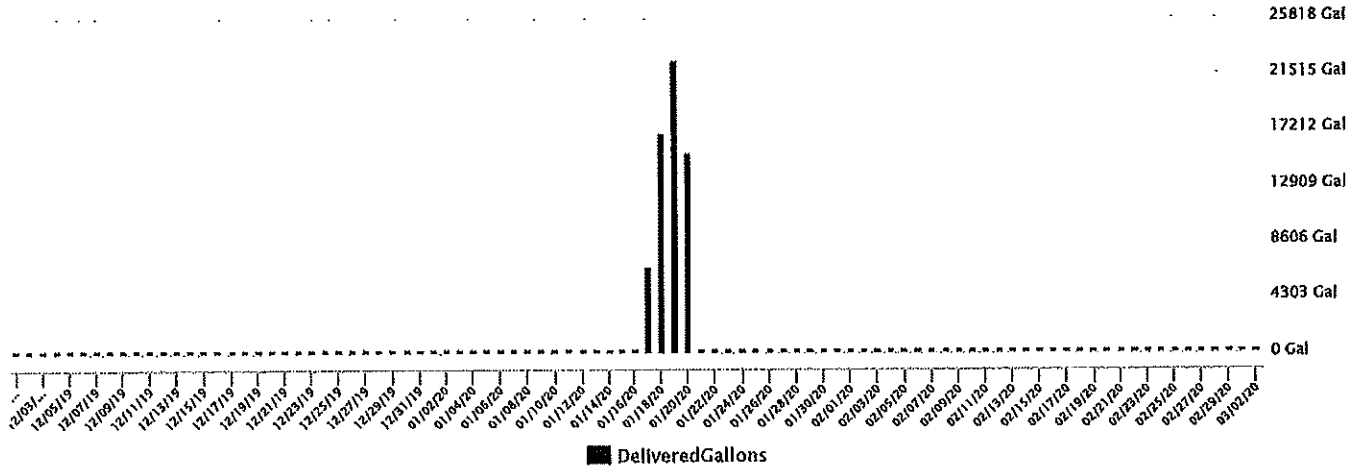
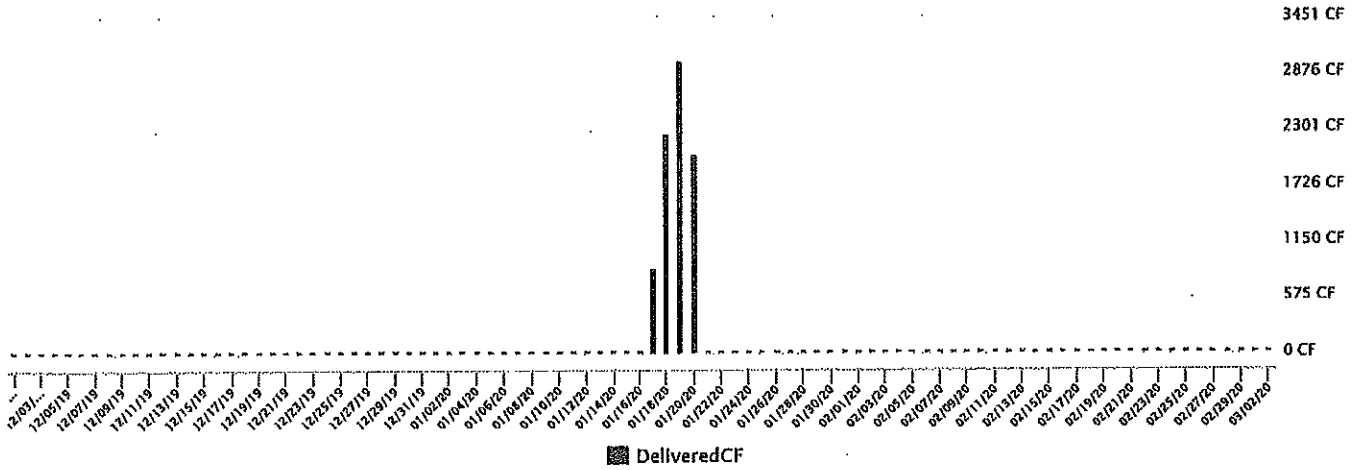
They had a leak here. Stated there was something that was connected right under the home. She would like to have it verified.

Joann 574-238-4430

Brittney Garcia  
203 S 5<sup>th</sup> St

# 12/01/2019 - 03/02/2020

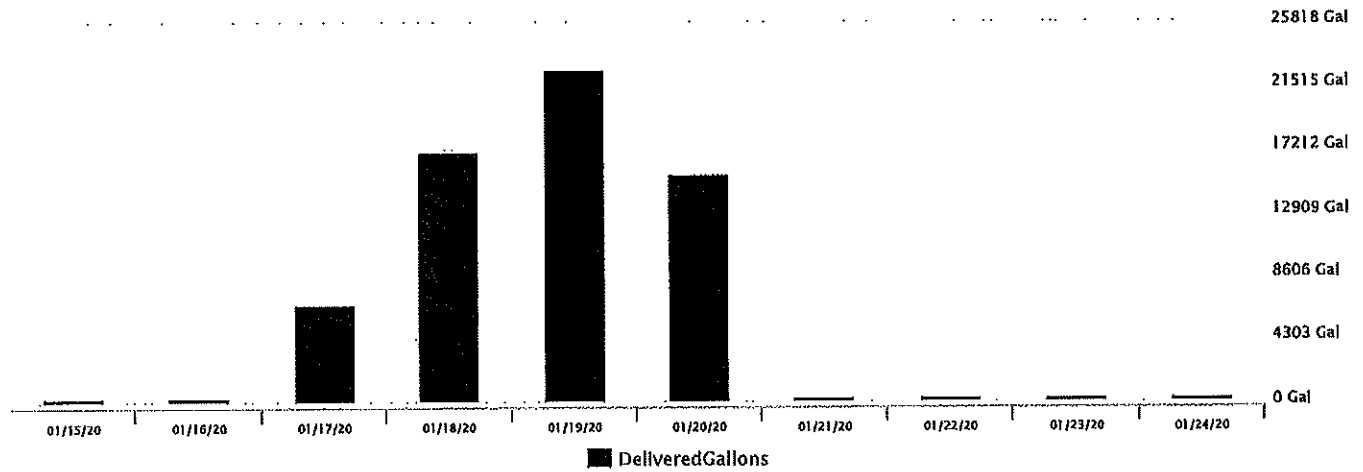
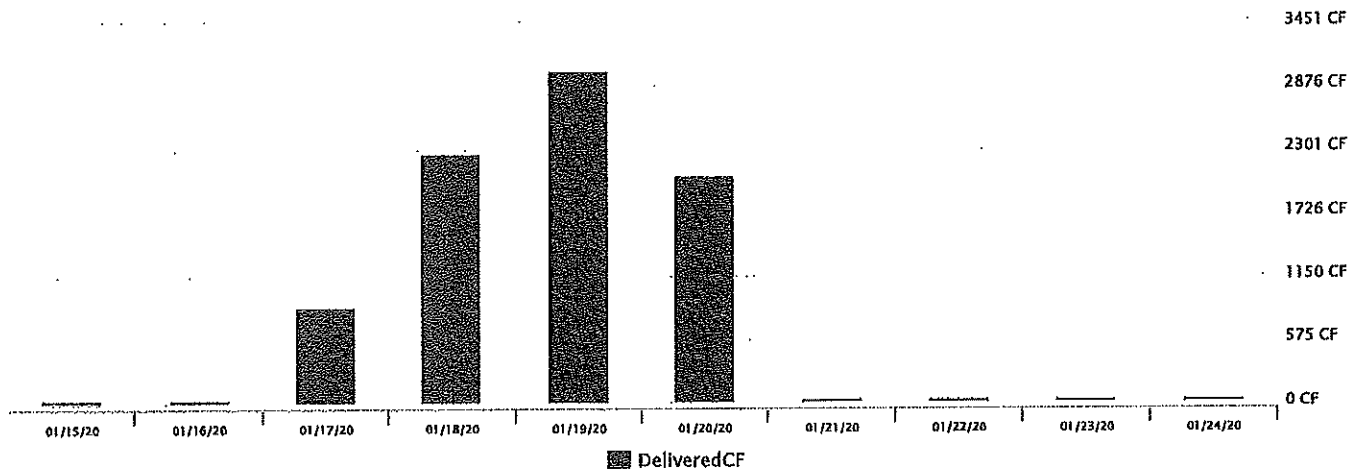
Device Number: 86392517IP  
Account Number: 285-1540-00  
Radio Number: 93433930  
Customer Name: WILLOWS PARTNERS LLC  
Processed Date/Time: Mar 2, 2020 2:34:32 AM  
Uploaded Date/Time: Mar 1, 2020 9:03:16 PM  
Location: 121 The Willows Goshen City IN 46528





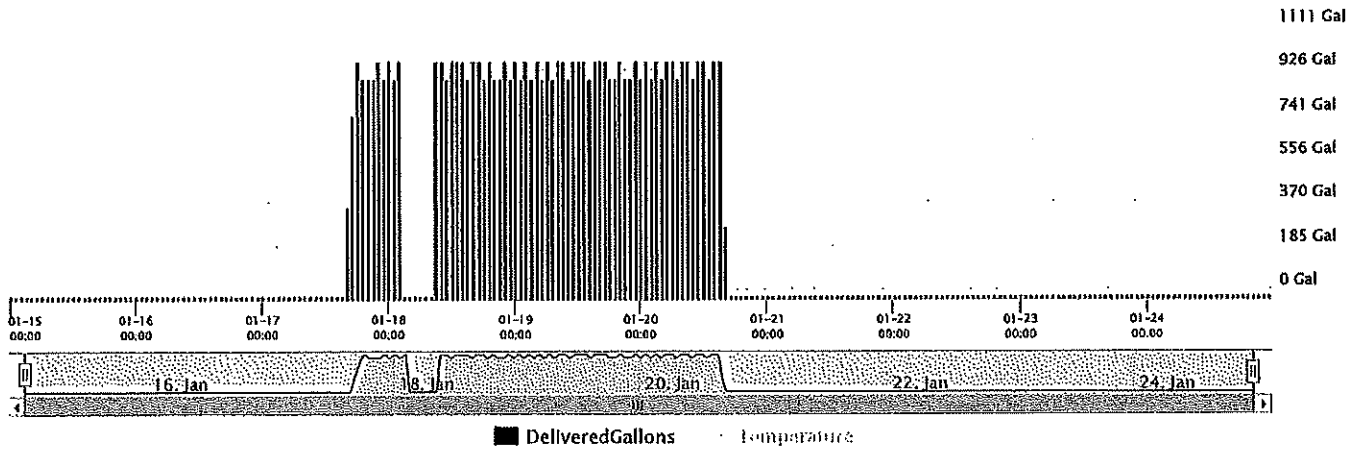
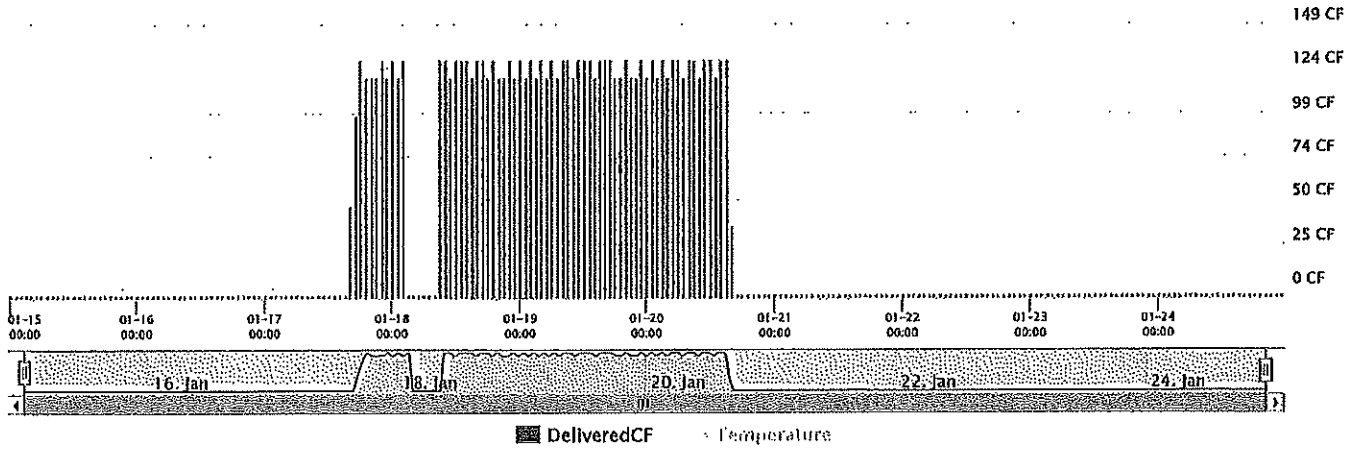
# 01/15/2020 - 01/24/2020

Device Number: 86392517IP  
Account Number: 285-1540-00  
Radio Number: 93433930  
Customer Name: WILLOWS PARTNERS LLC  
Processed Date/Time: Mar 2, 2020 2:34:32 AM  
Uploaded Date/Time: Mar 1, 2020 9:03:16 PM  
Location: 121 The Willows Goshen City IN 46528



# 01/15/2020 - 01/24/2020

Device Number: 86392517IP  
Account Number: 285-1540-00  
Radio Number: 93433930  
Customer Name: WILLOWS PARTNERS LLC  
Processed Date/Time: Mar 2, 2020 2:34:32 AM  
Uploaded Date/Time: Mar 1, 2020 9:03:16 PM  
Location: 121 The Willows Goshen City IN 46528



**Timothy Arnold**

Invoice Paid

**\$100.00**

Paid on January 20, 2020

**Invoice #122685**

January 20, 2020

**Bill To**

JoAnn Grewe

Four Leaf Properties

jgrewe@fourleafprop.com

574-875-9117

400 The Willows

GOSHEN, IN 46526

We appreciate your business.

|                                |                      |
|--------------------------------|----------------------|
| fixed water leak under lot 121 | \$100.00             |
| Subtotal                       | \$100.00             |
| <b>Total Paid</b>              | <b>\$100.00</b>      |
| Cash                           | 01/20/20,<br>3:56 PM |

**Send estimates or invoices for your business?**

Process \$1,000 In sales free when you sign up for Square.



Water & Sewer Utilities Business Office  
CITY OF GOSHEN  
203 South Fifth Street • Goshen, IN 46528-3713

Phone (574) 533-9399 • Fax (574) 533-6961  
watersewer@goshencity.com • www.goshenindiana.org

### Request for Sewer Charge Adjustment

All fields must be filled out to process this request

Account#: 285-1540-00

Account Holder Name: Willows Partners LLC

Service Address: 121 The Willows

Contact Phone: 875-9117

Date of Leak: 1/17/2020 - 1/20/2020

Cause of Leak: \_\_\_\_\_

Has Leak Been Repaired: yes

Has Leak Been Verified: yes - not approved

Total Amount of Credit: \$552.58 *must appear before  
BOWIS*

*called  
4/27/2020*

**Saenz, Kelly**

---

**From:** Eldridge, Michelle  
**Sent:** Tuesday, March 3, 2020 3:41 PM  
**To:** Saenz, Kelly; Garcia, Brittney  
**Cc:** Shepherd, Angel; Hornish, Nick; Hutsell, John; Holdren, Kent  
**Subject:** RE: 121 THE WILLOWS

\$599.20 CUSTOMER WAS BILLED IN SEWER  
\$46.62 SUMMER SEWER

CREDIT = \$552.58

Regards,

*Michelle Eldridge*  
**Office Supervisor**  
**Goshen Water & Sewer**  
**574-533-8352**  
**[michelleeldridge@goshencity.com](mailto:michelleeldridge@goshencity.com)**

---

**From:** Saenz, Kelly  
**Sent:** Tuesday, March 03, 2020 2:53 PM  
**To:** Garcia, Brittney <[brittneygarcia@goshencity.com](mailto:brittneygarcia@goshencity.com)>; Eldridge, Michelle <[michelleeldridge@goshencity.com](mailto:michelleeldridge@goshencity.com)>  
**Cc:** Shepherd, Angel <[angeishpherd@goshencity.com](mailto:angeishpherd@goshencity.com)>; Hornish, Nick <[nickhornish@goshencity.com](mailto:nickhornish@goshencity.com)>; Hutsell, John <[johnhutsell@goshencity.com](mailto:johnhutsell@goshencity.com)>; Holdren, Kent <[kentholdren@goshencity.com](mailto:kentholdren@goshencity.com)>  
**Subject:** RE: 121 THE WILLOWS

Michelle: Please figure the credit for this leak.

Brittney: Once Michelle has figured the credit, please contact the customer to let her know her options of appearing before BOW's to request a credit. We are unable to do so in-house do to Kent's email below.

Let me know if you have any questions.

Regards,

Kelly Saenz, Manager  
City of Goshen  
Water & Sewer Utilities Business Office  
203 South Fifth Street  
Goshen IN 46528  
574-534-1706  
574-533-6961 (fax)  
[kellysaenz@goshencity.com](mailto:kellysaenz@goshencity.com)

**Saenz, Kelly**

---

**From:** Joann Grewe <jgrewe@fourleafprop.com>  
**Sent:** Monday, April 27, 2020 11:36 AM  
**To:** Saenz, Kelly  
**Subject:** lot 121

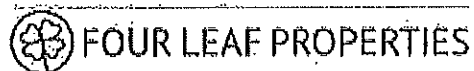
Kelly,

We had a water leak at lot 121 The Willows: Problem was shark bite connector had two grommets shoved inside only made for one caused blockage (factory default) water ran on lawn and street.

Hopefully this explains enough!

**JoAnn Grewe**  
Property Manager  
400 The Willows  
Goshen, IN 46526  
574.875.9117  
574.535.8718

**THE WILLOWS**



**Saenz, Kelly**

---

**From:** Saenz, Kelly  
**Sent:** Tuesday, March 3, 2020 2:47 PM  
**To:** Holdren, Kent  
**Subject:** RE: 121 THE WILLOWS

Okay, I will have Brittney contact the customer to explain their options.

Thank you.

Kelly Saenz, Manager  
City of Goshen  
Water & Sewer Utilities Business Office  
203 South Fifth Street  
Goshen IN 46528  
574-534-1706  
574-533-6961 (fax)  
[kellysaenz@goshencity.com](mailto:kellysaenz@goshencity.com)

---

**From:** Holdren, Kent  
**Sent:** Tuesday, March 3, 2020 2:46 PM  
**To:** Saenz, Kelly <[kellysaenz@goshencity.com](mailto:kellysaenz@goshencity.com)>  
**Cc:** Eldridge, Michelle <[michelleeldridge@goshencity.com](mailto:michelleeldridge@goshencity.com)>; Shepherd, Angel <[angelshepherd@goshencity.com](mailto:angelshepherd@goshencity.com)>; Garcia, Brittney <[brittneygarcia@goshencity.com](mailto:brittneygarcia@goshencity.com)>; Hornish, Nick <[nickhornish@goshencity.com](mailto:nickhornish@goshencity.com)>; Hutsell, John <[johnhutsell@goshencity.com](mailto:johnhutsell@goshencity.com)>  
**Subject:** RE: 121 THE WILLOWS

We do not have significant evidence to grant a refund the only thing we have is the graph.

Regards,

**Kent Holdren**  
Superintendent Water/Sewer  
308 North 5<sup>th</sup> Street  
Goshen, IN 46528  
Phone: 574-534-5701  
Fax: 574-534-4281  
E-Mail: [kentholdren@goshencity.com](mailto:kentholdren@goshencity.com)

**"Run with your legs to be fast  
Run with your mind to be faster  
Run with your heart to be unstoppable"**

---

**From:** Saenz, Kelly  
**Sent:** Tuesday, March 3, 2020 2:10 PM  
**To:** Holdren, Kent



|                |             |              |         |                      |  |
|----------------|-------------|--------------|---------|----------------------|--|
| Account Number | 285-1540-00 | New Occupant | Address | 121 THE WILLOWS      |  |
| Zone           | 02          |              | Name    | WILLOWS PARTNERS LLC |  |

- General
- Metered
- Non-Metered
- Financial
- Information
- Comments
- History
- Consumption History
- Service Orders
- Devices

|             |                 |  |      |                          |
|-------------|-----------------|--|------|--------------------------|
| Code        | CALL            |  | Text | SPK JOANN LEAK 1-21-2020 |
| Description | CALLED CUSTOMER |  |      |                          |

| Code | Description     | Date                     | Addr/Occup |
|------|-----------------|--------------------------|------------|
| CALL | CALLED CUSTOMER | SPK JOANN LEAK 1-21-2020 |            |
|      |                 |                          |            |

Edit This Record

Clear





**Kent Holdren, Superintendent**  
**WATER UTILITY, CITY OF GOSHEN**  
308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185  
kentholdren@goshencity.com • www.goshenindiana.org

5/4/2020

To the Board of Works and Public Safety and Storm Water.

Re; Request for Sewer Relief at 808 N 3<sup>rd</sup> Street

The Goshen Water and Sewer Department have investigated the claim for relief and has determined the water was leaking through the line from under the porch and did not enter the sewer; therefore, it is the Sewer Department recommendation that sewer relief be granted as calculated by the Billing Department for the amount of \$2,437.56.


\$995.68 BILLED IN SEWER IN FEBRUARY  
\$79.92 SUMMER SEWER BREAK  
CREDIT: \$905.76

\$1405.26 BILLED IN SEWER IN MARCH  
\$79.92 SUMMER SEWER BREAK  
CREDIT: \$1325.34

\$286.38 WILL BE BILLED IN SEWER IN APRIL  
\$79.92 SUMMER SEWER BREAK  
CREDIT: \$206.46

TOTAL CREDIT = \$ 2,437.56

Sincerely

  
Kent Holdren  
Superintendent  
Goshen Water Department



Water & Sewer Utilities Business Office  
CITY OF GOSHEN  
203 South Fifth Street • Goshen, IN 46528-3713  
Phone (574) 533-9399 • Fax (574) 533-6961  
watersewer@goshencity.com • www.goshenindiana.org

### Request for Sewer Charge Adjustment

All fields must be filled out to process this request

Account#: 235-3140-02

Account Holder Name: Vista Comm. Health Center

Service Address: 808 N 3rd St

Contact Phone: JIC

Date of Leak: 1/5 - 3/7/2020

Cause of Leak: broken pipes - under porch -

Has Leak Been Repaired: yes -

Has Leak Been Verified: yes - Matt Beard

Total Amount of Credit: \$2,437.56

*customer notified  
2/6 -  
old meter -*

**Saenz, Kelly**

---

**From:** Eldridge, Michelle  
**Sent:** Monday, April 20, 2020 1:34 PM  
**To:** Saenz, Kelly  
**Subject:** RE: leak photos

\$995.68 BILLED IN SEWER IN FEBRUARY  
\$79.92 SUMMER SEWER BREAK  
CREDIT: \$905.76

\$1405.26 BILLED IN SEWER IN MARCH  
\$79.92 SUMMER SEWER BREAK  
CREDIT: \$1325.34

\$286.38 WILL BE BILLED IN SEWER IN APRIL  
\$79.92 SUMMER SEWER BREAK  
CREDIT: \$206.46

TOTAL CREDIT: \$ 2,437.56

Regards,

Michelle Eldridge  
Office Supervisor  
Goshen Water & Sewer  
574-533-8352  
michelleeldridge@goshencity.com

-----Original Message-----

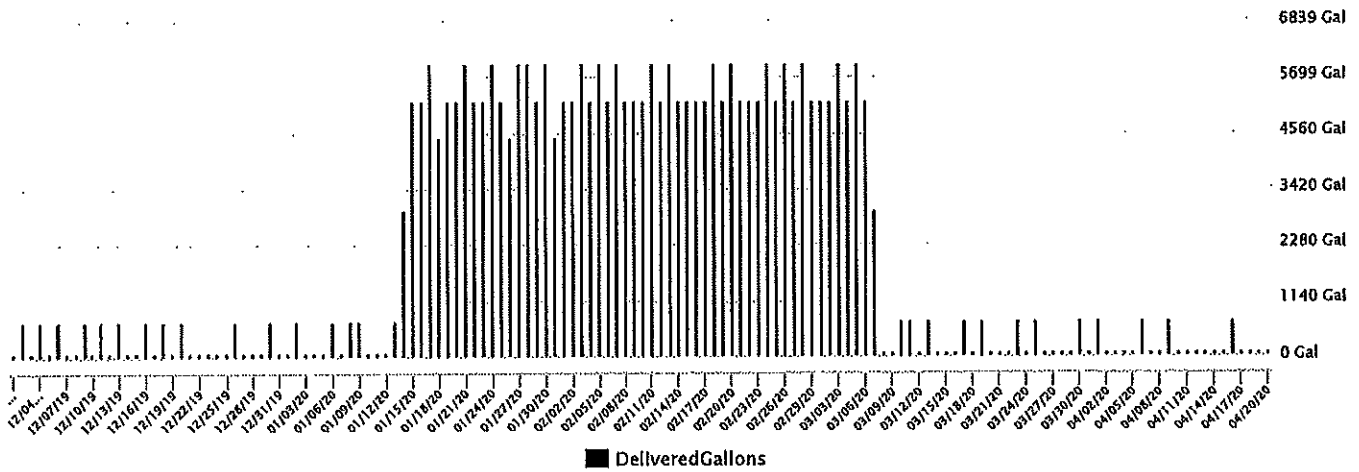
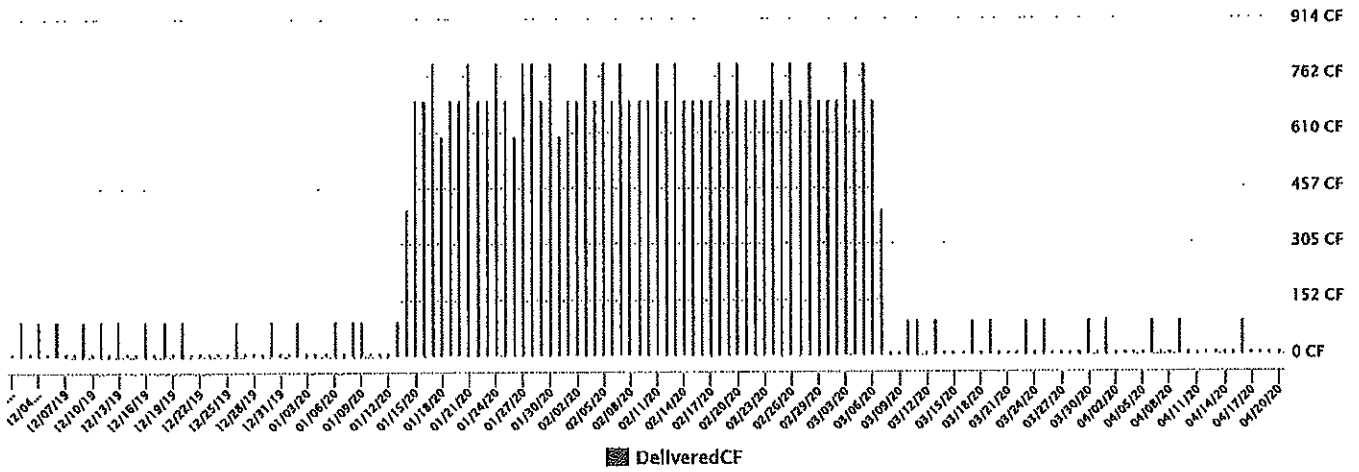
From: Saenz, Kelly  
Sent: Monday, April 20, 2020 10:14 AM  
To: Eldridge, Michelle <michelleeldridge@goshencity.com>  
Subject: FW: leak photos

Use this credit based on Matt's information below. Property is at 808 N 3rd Street. Account 235-3140-02

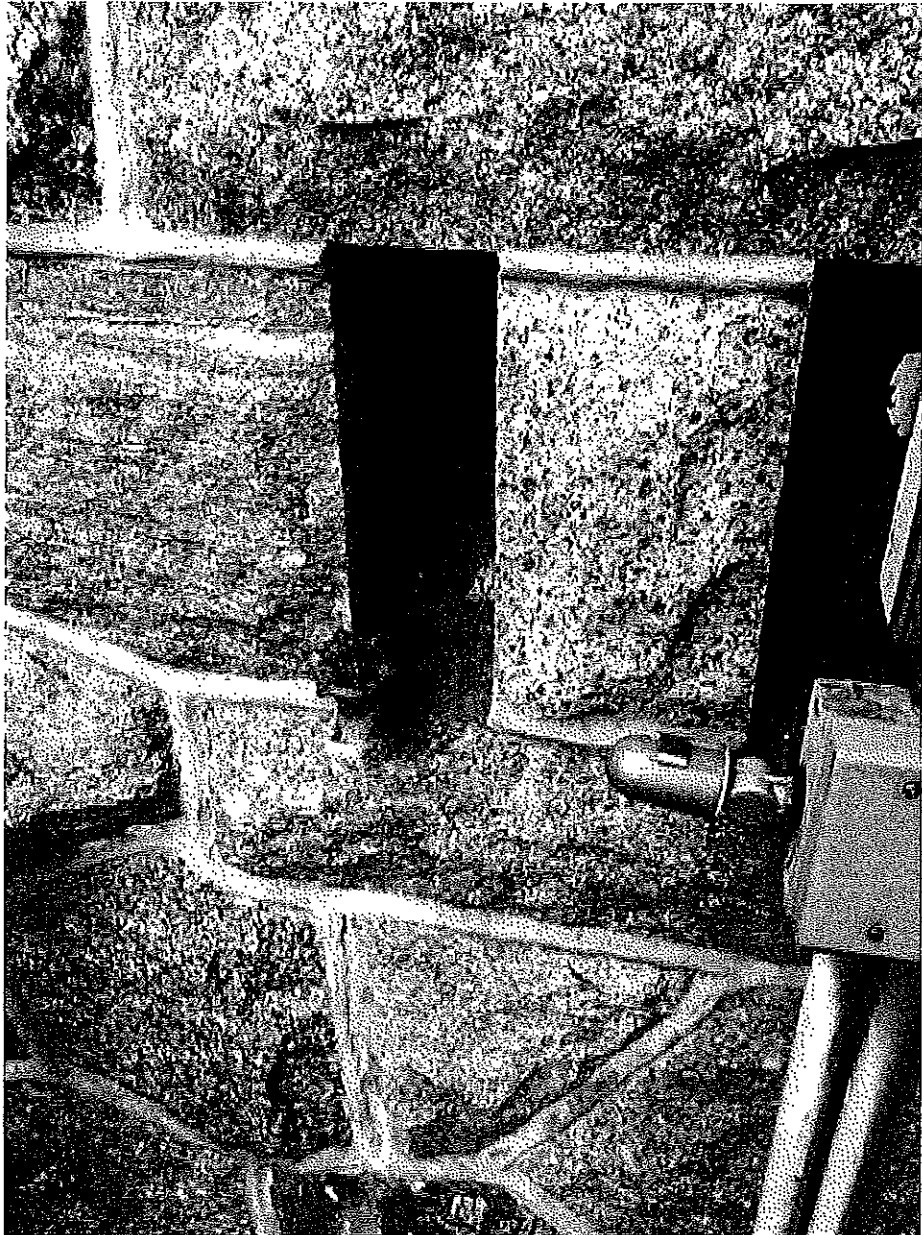
-----  
2020 4:35 PM  
michelleeldridge@goshencity.com>

# 12/01/2019 - 04/20/2020

Device Number: 73550583  
Account Number: 235-3140-02  
Radio Number: 18908242  
Customer Name: VISTA COMMUNITY HEALTH CENTER  
Processed Date/Time: Apr 13, 2020 9:44:13 AM  
Uploaded Date/Time: Apr 12, 2020 9:04:17 PM  
Location: 808 N 3rd St Goshen City IN 46528









**Kent Holdren, Superintendent**  
**WATER UTILITY, CITY OF GOSHEN**  
308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185  
kentholdren@goshencity.com • www.goshenindiana.org

5/4/2020

To the Board of Works and Public Safety and Storm Water.

Re; Request for Sewer Relief at 1507 Harvest Drive

The Goshen Water and Sewer Department have investigated the claim for relief on March 4<sup>th</sup>, 2020 and was shown the the location where the water was leaking through a sink faucet in his basement, that went to a sump pit, that discharge to a gravel bed outside of the home and does not enter the sewer. We were unable to see any saturation since the water loss occurred in early February. We do however have the graph from the meter reading that shows a usage of approximately 1.41 gallons per minute. If the Board of Works decision is to grant sewer relief for 1507 Harvest Drive as calculated by the Billing Department, the amount would be \$19.72.

\$52.68 CUSTOMER WAS BILLED IN SEWER  
\$32.96 SUMMER SEWER

CREDIT = \$19.72

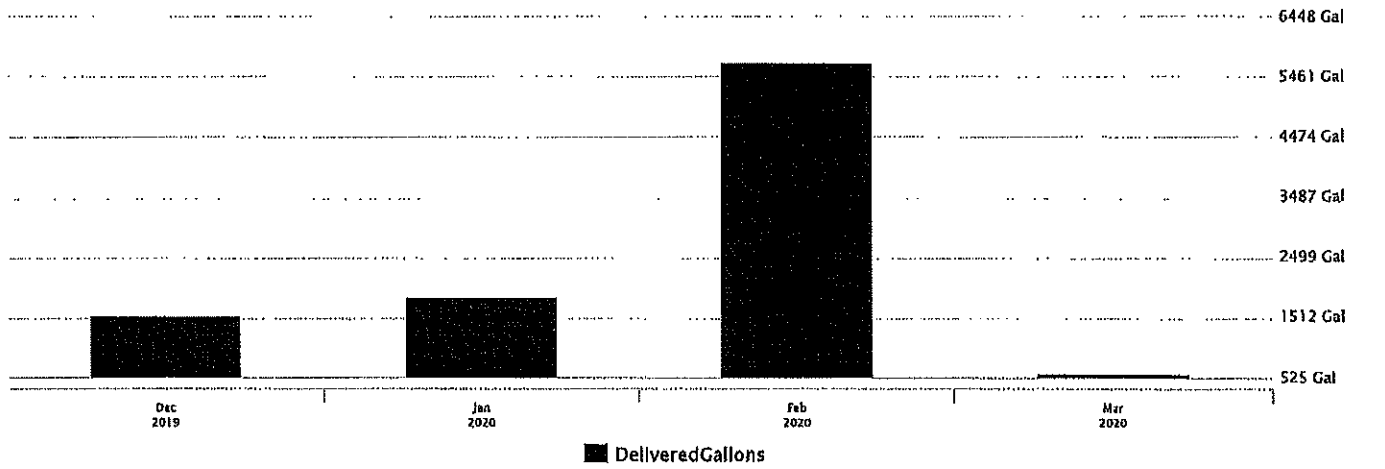
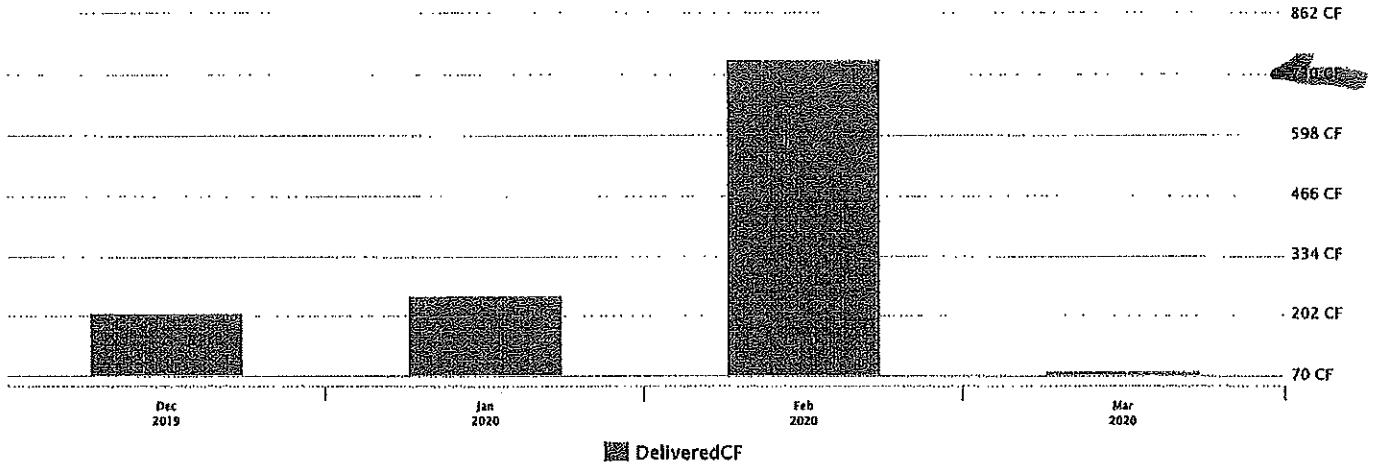
Sincerely

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

Kent Holdren  
Superintendent  
Goshen Water Department

# 12/01/2019 - 03/11/2020

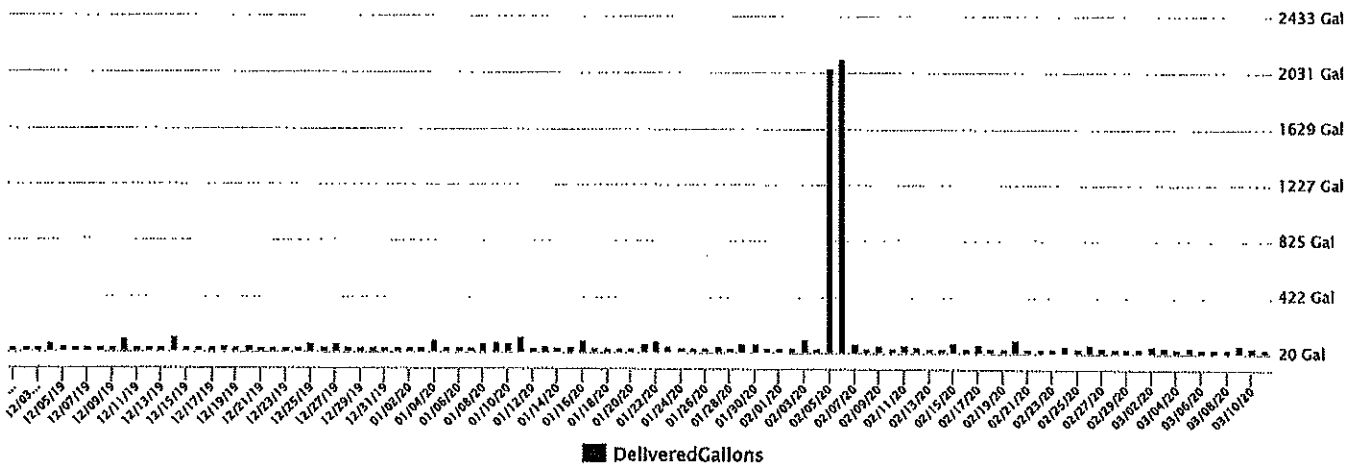
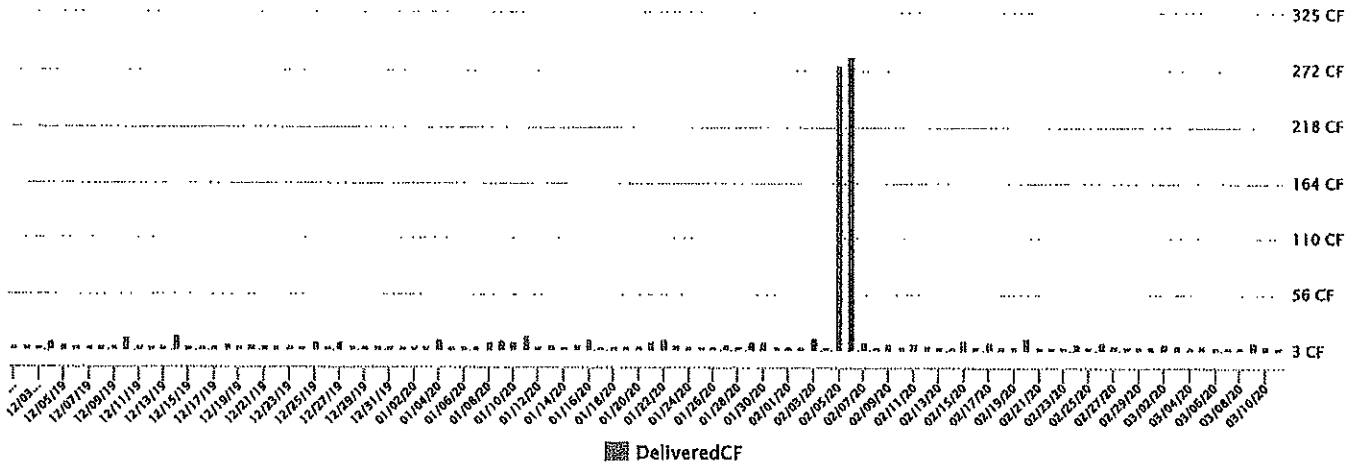
Device Number: 57257353  
Account Number: 425-2270-01  
Radio Number: 16160116  
Customer Name: GILBERT R RHODES  
Processed Date/Time: Mar 11, 2020 2:03:34 AM  
Uploaded Date/Time: Mar 10, 2020 9:03:33 PM  
Location: 1507 Harvest Dr Goshen City IN 46528





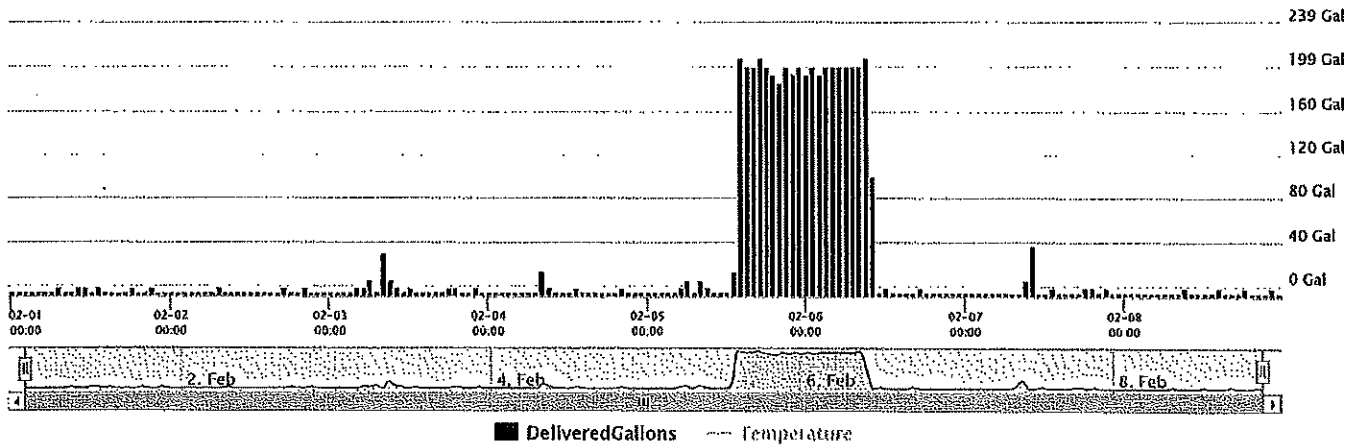
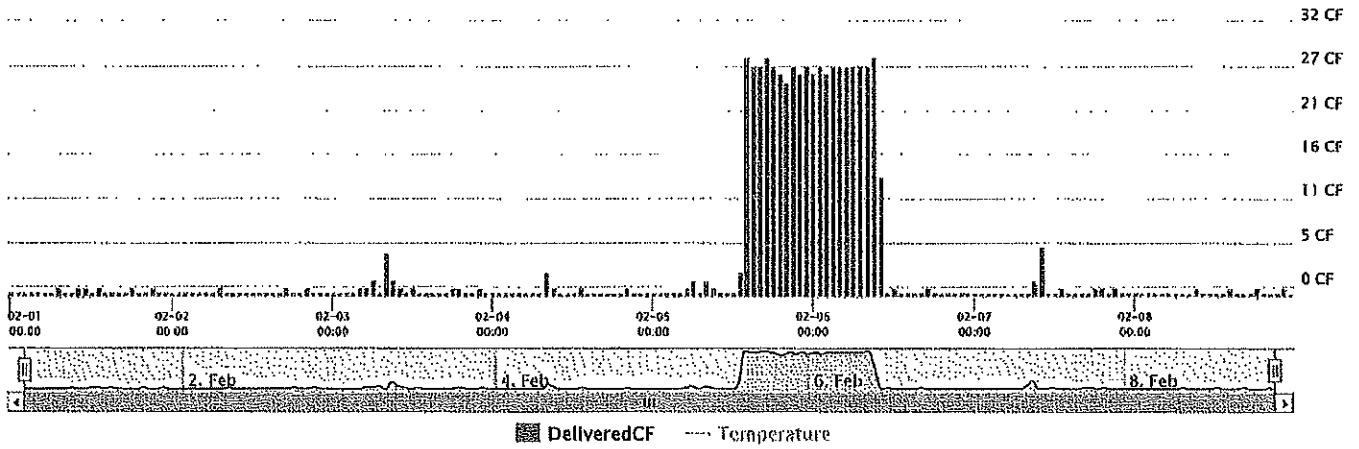
# 12/01/2019 - 03/11/2020

Device Number: 57257353  
Account Number: 425-2270-01  
Radio Number: 16160116  
Customer Name: GILBERT R RHODES  
Processed Date/Time: Mar 11, 2020 2:03:34 AM  
Uploaded Date/Time: Mar 10, 2020 9:03:33 PM  
Location: 1507 Harvest Dr Goshen City IN 46528



# 02/01/2020 - 02/08/2020

Device Number: 57257353  
Account Number: 425-2270-01  
Radio Number: 16160116  
Customer Name: GILBERT R RHODES  
Processed Date/Time: Mar 11, 2020 2:03:34 AM  
Uploaded Date/Time: Mar 10, 2020 9:03:33 PM  
Location: 1507 Harvest Dr Goshen City IN 46528

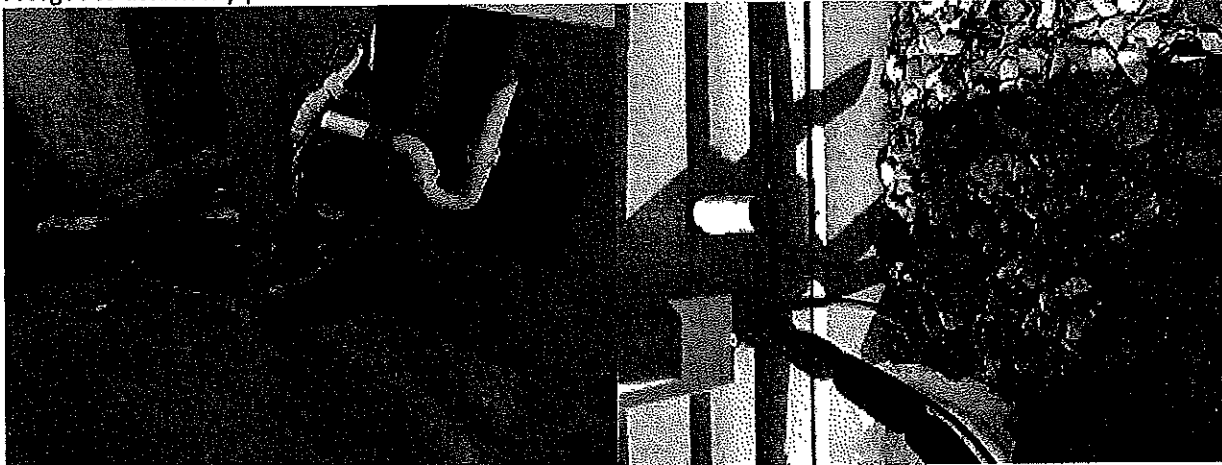


**Saenz, Kelly**

---

**From:** Hornish, Nick  
**Sent:** Wednesday, March 4, 2020 3:39 PM  
**To:** Garcia, Brittney  
**Cc:** Hutsell, John; Beard, Matt; Saenz, Kelly  
**Subject:** Re: LEAK 1507 HARVEST DR

I forgot to attach my photos



Sent from my iPhone

On Mar 3, 2020, at 2:58 PM, Garcia, Brittney <[brittneygarcia@goshencity.com](mailto:brittneygarcia@goshencity.com)> wrote:

**Were we able to verify this leak for this customer?**

Brittney Garcia  
203 S 5<sup>th</sup> St  
Goshen, In 46428  
574-534-1512

**From:** Garcia, Brittney  
**Sent:** Thursday, February 6, 2020 9:54 AM  
**To:** Hutsell, John <[johnhutsell@goshencity.com](mailto:johnhutsell@goshencity.com)>; Hornish, Nick <[nickhornish@goshencity.com](mailto:nickhornish@goshencity.com)>; Beard, Matt <[mattbeard@goshencity.com](mailto:mattbeard@goshencity.com)>  
**Cc:** Saenz, Kelly <[kellysaenz@goshencity.com](mailto:kellysaenz@goshencity.com)>  
**Subject:** LEAK 1507 HARVEST DR

I called the customer because he was on my leak report. He found the leak and would like us to go verify that it did not go down the sewer.

Thank you  
Gilbert Rhodes-574-533-6550



Water & Sewer Utilities Business Office  
CITY OF GOSHEN  
203 South Fifth Street • Goshen, IN 46528-3713

Phone (574) 533-9399 • Fax (574) 533-6961  
watersewer@goshencity.com • www.goshenindiana.org

## Request for Sewer Charge Adjustment

All fields must be filled out to process this request

Account#: 425-2270-01

Account Holder Name: Gilbert Rhodes

Service Address: 1507 Harvest Dr

Contact Phone: 533-6550

Date of Leak: 2/6/20.

Cause of Leak: customer states faucet was  
left on in basement

Has Leak Been Repaired: NA - yes.

Has Leak Been Verified: yes - not approved.

Total Amount of Credit: \$19.71 \* must appear 0 B.O.W.

3/9/2020

I recieved a phone call from the Water dept that my water was running. When I went down stairs the faucet to the utility sink was running. The drain to that sink gets Pumped out into the yard. I would like Sewer relief for the leak.

leak happend 2/5 - 2/6  
2020

Gilbert Rhodes



**Saenz, Kelly**

---

**From:** Saenz, Kelly  
**Sent:** Wednesday, March 4, 2020 3:39 PM  
**To:** Hornish, Nick; Garcia, Brittney  
**Cc:** Hutsell, John; Beard, Matt  
**Subject:** RE: LEAK 1507 HARVEST DR

Kent:

This credit would be \$19.96. Do you want me to contact the customer to give him instructions on how to present his case at BOW's?

Thanks!

Kelly

**From:** Hornish, Nick  
**Sent:** Wednesday, March 4, 2020 3:37 PM  
**To:** Garcia, Brittney <[brittneygarcia@goshencity.com](mailto:brittneygarcia@goshencity.com)>  
**Cc:** Hutsell, John <[johnhutsell@goshencity.com](mailto:johnhutsell@goshencity.com)>; Beard, Matt <[mattbeard@goshencity.com](mailto:mattbeard@goshencity.com)>; Saenz, Kelly <[kellysaenz@goshencity.com](mailto:kellysaenz@goshencity.com)>  
**Subject:** Re: LEAK 1507 HARVEST DR

Hello everyone. I talked with Mr. Rhodes today and met him at the above address. He stated that it was his fault. He left the water on in his basement sink. However his basement sink drains straight to his sump pump that discharges outside of his house on the ground into a rock bed. I have no physical evidence of washout in the rocks. There is no significant evidence for the sewer relief. Thank you.

Sent from my iPhone

On Mar 3, 2020, at 2:58 PM, Garcia, Brittney <[brittneygarcia@goshencity.com](mailto:brittneygarcia@goshencity.com)> wrote:

**Were we able to verify this leak for this customer?**

Brittney Garcia  
203 S 5<sup>th</sup> St  
Goshen, In 46428  
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**From:** Garcia, Brittney  
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**To:** Hutsell, John <[johnhutsell@goshencity.com](mailto:johnhutsell@goshencity.com)>; Hornish, Nick <[nickhornish@goshencity.com](mailto:nickhornish@goshencity.com)>; Beard, Matt <[mattbeard@goshencity.com](mailto:mattbeard@goshencity.com)>  
**Cc:** Saenz, Kelly <[kellysaenz@goshencity.com](mailto:kellysaenz@goshencity.com)>  
**Subject:** LEAK 1507 HARVEST DR



Account Number   Address    
 Zone   Name

- General
- Metered
- Non-Metered
- Financial
- Information
- Comments
- History
- Consumption History
- Service Orders
- Devices

Code   Text   
 Description

| Code | Description                | Data                            | Addr/Occup |
|------|----------------------------|---------------------------------|------------|
| CALL | <del>CALLED CUSTOMER</del> | <del>SPK TO LEAK 2-6-2020</del> |            |
| FLEX | FLEX NET METER             | FLEX NET METER                  |            |
|      |                            |                                 |            |

Edit This Record

Account Number - 425-2270-01 RHODES, GILBERT R Service Address: 1507 HARVEST DR

Service: 100 102,W-USAGE 3/4" METER Meter: 57257353

| Month                | Date       | Read     |         | Total       | Demand |             | Reading |           | Occupant |
|----------------------|------------|----------|---------|-------------|--------|-------------|---------|-----------|----------|
|                      |            | Previous | Current | Consumption | Read   | Consumption | Flag    | Source    |          |
| Year : 2020 Total 2  |            |          |         |             |        |             |         |           |          |
| Feb                  | 02/15/2020 | 94671    | 95462   | 791         |        |             | Regular | Hand Held | 01       |
| Jan                  | 01/15/2020 | 94441    | 94671   | 230         |        |             | Regular | Hand Held | 01       |
| Year : 2019 Total 12 |            |          |         |             |        |             |         |           |          |
| Dec                  | 12/15/2019 | 94234    | 94441   | 207         |        |             | Regular | Hand Held | 01       |
| Nov                  | 11/15/2019 | 94009    | 94234   | 225         |        |             | Regular | Hand Held | 01       |
| Oct                  | 10/15/2019 | 93765    | 94009   | 244         |        |             | Regular | Hand Held | 01       |
| Sep                  | 09/15/2019 | 93491    | 93765   | 274         |        |             | Regular | Hand Held | 01       |
| Aug                  | 08/15/2019 | 93174    | 93491   | 317         |        |             | Regular | Hand Held | 01       |
| Jul                  | 07/15/2019 | 92863    | 93174   | 311         |        |             | Regular | Hand Held | 01       |
| Jun                  | 06/15/2019 | 92592    | 92863   | 271         |        |             | Regular | Hand Held | 01       |
| May                  | 05/15/2019 | 92130    | 92592   | 462         |        |             | Regular | Hand Held | 01       |
| Apr                  | 04/15/2019 | 91649    | 92130   | 481         |        |             | Regular | Hand Held | 01       |
| Mar                  | 03/15/2019 | 91236    | 91649   | 413         |        |             | Regular | Hand Held | 01       |
| Feb                  | 02/15/2019 | 90754    | 91236   | 482         |        |             | Regular | Hand Held | 01       |
| Jan                  | 01/15/2019 | 90272    | 90754   | 482         |        |             | Regular | Hand Held | 01       |
| Year : 2018 Total 10 |            |          |         |             |        |             |         |           |          |
| Dec                  | 12/15/2018 | 89743    | 90272   | 529         |        |             | Regular | Hand Held | 01       |
| Nov                  | 11/15/2018 | 89161    | 89743   | 582         |        |             | Regular | Hand Held | 01       |
| Oct                  | 10/15/2018 | 88698    | 89161   | 463         |        |             | Regular | Hand Held | 01       |
| Sep                  | 09/15/2018 | 88228    | 88698   | 470         |        |             | Regular | Hand Held | 01       |
| Aug                  | 08/15/2018 | 87725    | 88228   | 503         |        |             | Regular | Hand Held | 01       |
| Jul                  | 07/15/2018 | 87240    | 87725   | 485         |        |             | Regular | Hand Held | 01       |
| Jun                  | 06/15/2018 | 86780    | 87240   | 460         |        |             | Regular | Hand Held | 01       |
| May                  | 05/15/2018 | 86299    | 86780   | 481         |        |             | Regular | Hand Held | 01       |
| Apr                  | 04/15/2018 | 85755    | 86299   | 544         |        |             | Regular | Hand Held | 01       |
| Mar                  | 03/15/2018 | 85271    | 85755   | 484         |        |             | Regular | Hand Held | 01       |
|                      |            |          |         | Avg 425     |        |             |         |           |          |



Transaction File Maintenance - (Drill Down)



File Edit Options Help



Account Number 425-2270-01 RHODES, GILBERT R

Transaction # 582.0

Transaction | Bill-Recap | Bill-Meter | Bill-Non-Meter

Type Bill  
 Date 3/09/2020  
 G/L Posting Date 3/09/2020  
 Receipt #  
 Reference 1/14-2/13 4/06  
 Balance Forward 0.00  
 Amount 104.53  
 Adjustment Code  
 Packet 19386

Revenue Code 100 Amount 20.01

Description WATER USAG

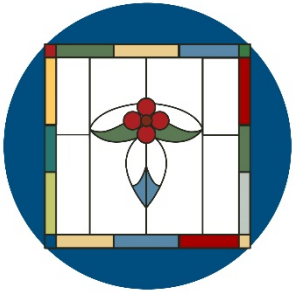
| R/C            | Description                   | Amount           |
|----------------|-------------------------------|------------------|
| 100            | WATER USAGE CHARGE            | 20.01            |
| 110            | WATER BILLING CHARGE          | 8.34             |
| 130            | WATER FIRE PROTECTION         | 7.58             |
| 140            | WATER PROTECTION CHARGE       | 0.10             |
| <del>210</del> | <del>SEWER USAGE CHARGE</del> | <del>52.68</del> |
| 220            | SEWER BILLING CHARGE          | 13.24            |
| 230            | SEWER PROTECTION CHARGE       | 0.60             |
| 802            | WFP-7% SALES TAX              | 1.98             |

Unapplied 0.00 Total 104.53

Exit

Inquiry kellysaenz

Summer sewer \$ 32.97



Historic Southside Neighborhood Association

P O Box 1066 Goshen, IN 46526

Dear Board of Works,

As in the past, Historic Southside Neighborhood would like to be put on the schedule for the Board of Works meeting on Monday May 4, or May 11, 2020. We would propose to request the reduction of fees for the use of the City trailers on the weekends of June 6 & 7<sup>th</sup> and September 12 & 13<sup>th</sup> of this year. We expect to have a huge turn out with so many home cleaning garages, attics and basements this Spring. We will have a representative of HSNA in attendance or on the virtual meeting, in order to answer any questions or for clarification.

We have requested and secured these dates with the Street Department. Trailer locations would be in the 700 block of S 6<sup>th</sup> Street, 500 block of S 7<sup>th</sup> Street and 200 block of E Monroe Street. We will have monitors and signage for each trailer.

We would also like to request the closure of the 500 block of S 7<sup>th</sup> Street for our annual picnic. This block party would run from 4 p.m. to 8 p.m. on Saturday August 8<sup>th</sup>, 2020. We look forward to having representatives from the Police and Fire departments join us again this year.

Thank you for this opportunity,

Terri Wentz

HSNA Chairperson

574-312-9259