

AGENDA
BOARD OF PUBLIC SAFETY
Tuesday August 9, 2022
9:00 A.M.
Council Chambers

Municipal Building, 229 S. Second Street, Elkhart, IN 46516
<https://coei.webex.com/coei/j.php?MTID=ma4153611124037a6cfd156df0058aa2>
1-415-655-0001 Meeting number 2316 717 2494
Password Safety22

- 1. ROLL CALL**
- 2. APPROVE AGENDA**
- 3. APPROVE MINUTES: Regular Meeting July 12, 2022**
- 4. POLICE DEPARTMENT**
 - **Subscription to CLEAR Proflex**
 - **Medical Leave of Absence- Ptl. Northcutt, Cpl. Hackett**
 - **Policy 405 Ride-Alongs**
 - **Award Quote for Police Department Roof Repair**
- 5. FIRE DEPARTMENT**
 - **Board of Safety Resolution 22-R-05 Setting a Date to Elect a Person to the Fire Merit Commission**
- 6. COMMUNICATIONS CENTER**
 - **July Month End Report**
 - **Ratify Conditional Offers of Employment**
- 7. BUILDING AND CODE ENFORCEMENT**
 - **June Month End Report**
- 8. OTHER PUBLIC SAFETY MATTERS**
 - **Police Merit Commission Minutes**
 - **Grievance- Driver/ Operator Carrie Sullivan**
- 9. PUBLIC PARTICIPATION**
- 10. ADJOURNMENT**

BOARD OF PUBLIC SAFETY

Tuesday, July 12, 2022

Vice-Chair Carol Loshbough called a regular meeting of the Board of Public Safety to order at 9:00 a.m., Tuesday, July 12, 2022. Carol Loshbough, Charlie Cross, Anthony Coleman and Kara Boyles attended in person. Robert Woods was absent.

1. APPROVE AGENDA

On motion by Charlie Cross, seconded by Anthony Coleman and carried 4-0, the agenda was adopted.

2. MINUTES- Regular Meeting June 28, 2022

On motion by Anthony Coleman, seconded by Charlie Cross and carried 4-0, the minutes from June 28, 2022 were approved as presented.

3. POLICE

Chief Seymore was present and available for questions or comments.

4. FIRE

Assistant Chief Kristi Sommer presented a contract with Crossroads Ambulance Sales and Service, LLC for the purchase of a new ambulance to replace Medic 24. On motion by Anthony Coleman, seconded by Charlie Cross and carried 4-0, the Board approved a contract with Crossroads Ambulance Sales and Service, LLC for the purchase of an Ambulance for \$418,866.00.

On motion by Charlie Cross, seconded by Anthony Coleman and carried, the Board accepted and placed on file the June Month End report for the Fire Department.

5. COMMUNICATIONS

Dustin McLain submitted a month end report for June. On motion by Kara Boyles, seconded by Charlie Cross and carried 4-0, the Board accepted and placed on file the June Month End Report for the Communications Department.

6. BUILDING & CODE ENFORCEMENT

Jamie Arce announced Tim Vistine is the interim Building Commissioner.

7. OTHER PUBLIC SAFETY MATTERS

Police & Fire Merit Commission Minutes

On motion by Anthony Coleman, seconded by Charlie Cross and carried 4-0, the Board accepted the Police Merit Commission minutes.

8. ADJOURNMENT

On motion by Charlie Cross, seconded by Anthony Coleman and carried 4-0, the Board of Public Safety meeting was adjourned at 9:13 a.m.

Carol Loshbough, Vice-Chairman

Attest: _____ Nancy Wilson, Clerk of the Board

Rod Roberson
Mayor

Kris Seymore
Chief



Police Department
175 Waterfall Dr.
Elkhart, IN 46516

574.295.7070
Fax: 574.293.0679

July 21, 2022

Board of Public Safety
Municipal Building
229 Second Street
Elkhart, IN 46516

RE: CLEAR Proflex

Dear Board Members,

Attached you will find documentation explaining the subscription to CLEAR Proflex. This web-based investigative program provides the deepest, most accurate, most current and best supported data available in the market; offering unique, critical and time-sensitive data to our personnel.

I am requesting your approval to order this subscription. The price proposal lists the CLEAR plan for \$645/month but you'll notice our order form has our monthly charge at \$705, this includes the RTIA (Real Time Incarceration and Arrest Records) at an additional \$60/month. City Legal has reviewed and approved.

Respectfully,

Kris Seymore
Chief of Police

KS:ke

THOMSON REUTERS CLEAR PROPOSAL

SUBMITTED: May 12, 2022

SUBMITTED TO:

Elkhart Police Department
Attn: Captain Andrew Whitmyer

SUBMITTED BY:

Thomson Reuters
Alex Thonet,
Associate Account Executive
Phone: (651) 231-9897
Email: alex.thonet@thomsonreuters.com

Confidentiality Statement: This proposal includes pricing and confidential corporate information that may not be duplicated, used, or disclosed—in whole or in part—for any purpose other than evaluating this proposal.



THOMSON REUTERS®

EXECUTIVE SUMMARY

Thank you for the opportunity to provide you with this proposal for Thomson Reuters CLEAR. We welcome this chance to detail our qualifications to provide the Elkhart PD with access to CLEAR, our next-generation online investigative platform. We believe that CLEAR can support Elkhart PD's people and mission by making it easier to locate people, assets, businesses, affiliations, and other critical facts.

Government investigators rely on our CLEAR investigative platform every day, secure in the knowledge that they are receiving the deepest, most accurate, most current, and best-supported investigative data available in the market. CLEAR identifies valuable information about potential threats, links criminal enterprises to businesses, and offers unique, critical and time-sensitive data to the personnel of Elkhart PD.

In today's environment of increasingly complex issues, shrinking budgets, and increased scrutiny, our solution will improve the effectiveness and workflow efficiency of Elkhart PD's online investigations. In addition to offering the exceptional quality of our product content and functionality, Thomson Reuters is strongly committed to providing exemplary customer service to support the Elkhart PD in achieving its objectives.

WHY CHOOSE CLEAR FOR INVESTIGATIVE SEARCH SERVICES?

In order to meet Elkhart PD's investigative research needs, Thomson Reuters proposes CLEAR for Law Enforcement+. CLEAR provides Elkhart PD a newly enhanced web-based investigative platform that allows investigators and analysts to easily access billions of public records and additional investigative content in an intuitive working environment.

The most significant differentiators of our CLEAR solution are:

- **Live Gateways to Real-time Data** from primary sources and unique data only available to CLEAR, such as cell phone and carrier data.
- **Source Transparency** that helps Elkhart PD make more informed assessments by seeing where the information comes from.
- **Quick Analysis Flags and Alerts** that help users know where to focus their efforts (e.g., identifying potential red flags for a person, business, or both). Alerting capabilities allow users to be notified if any key information on a subject changes.

WHAT CUSTOMER SUPPORT AND SERVICE CAN THOMSON REUTERS OFFER ELKHART PD:

Thomson Reuters understands Elkhart PD's need to provide support for all of its investigators. We provide the highest level of customer service in the industry. We have long recognized that comprehensive account management and customer support is as important to the success of an investigative program as our delivery of technology. We will provide Elkhart PD with a dedicated, skilled, and experienced field account management team.

Thomson Reuters provides on-site, web-based, and telephone training at no additional cost. In addition to this customized training, we provide a dedicated website with brief, modular classes that are available "on demand" to users.

Not only do we provide excellent training options, but we provide world-class customer support and technical assistance 24 hours a day, 7 days a week, and 365 days of the year. Our technical assistants are experts in all Thomson Reuters products.



PARTNERSHIP FOR THE FUTURE

Our Government account team fights hard for our user community every day, advocating for new product enhancements, new content acquisition, and new support tools. As a business, we demonstrate our commitment to our customers by spending nearly three times more on research and development than our competitors—one of the many reasons why CLEAR is the investigative services product of choice for numerous investigative agencies. We work hard for our users, including the investigators at Elkhart PD because the work that you do matters.

We look forward to the opportunity to provide Elkhart PD best-in-class investigative services. We will build on our foundation, focus intently on Elkhart PD's needs, and partner together to continue to innovate and enhance our services in the future.

CLEAR is intended for due diligence and investigative purposes, activities not regulated by the Fair Credit Reporting Act (FCRA). Thomson Reuters is not a consumer reporting agency, and customers must not use any of the content, information, or services provided on our sites as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes; for employment purposes; in consumer debt-collection decisions, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 USCA §1681b).



CLEAR FEATURES AND SERVICES

CLEAR provides current data sources, functionality, and exclusive offerings that comprise the most comprehensive investigative platform available. CLEAR increases the efficiency and the effectiveness of due diligence and investigations by providing:

- An easy-to-use online interface with dashboard presentation of results, including display with investigative tools such as Quick Analysis Flags and Address Map.
- Access to vast collections of public records, publicly available information, and proprietary records on persons and businesses.
- Access to Web information, such as social networking sites, blogs, and news.
- Live gateways to real-time data from primary sources, and unique data available only in CLEAR, such as cell phone data from carriers.
- Tools to optimize use of the data, such as mapping, link charts, customizable reports, compatibility with I2 Analyst's Notebook and other leading analytical platforms.
- Mobile access from most smart phones with Internet access.

Additionally, CLEAR users can be assured that their queries and results are protected via encryption, and search and report requests are logged for security purposes. And agency account administrators can manage user access and review search history and usage details through CLEAR's account tools.

THE CLEAR INTERFACE

CLEAR provides a working environment that allows users streamlined and efficient access to the data that is most relevant to their research and operations. CLEAR's easy-to-use interface provides a customizable dashboard for viewing results, making it easy to obtain an overview and see key information. All major functionality is available from the top menu: Search, Results, Workspace, Account Tools, and Alerts. Users begin their research by selecting one of the following templates from the Search menu: Person, Business, Phone, License, Vehicles, Property, Watercraft, Court, and Search All.

The screenshot displays the CLEAR web application interface. At the top, a navigation bar includes 'CLEAR', 'Search', 'Results', 'Workspace', 'Account Tools', and 'Alerts'. The main section is titled 'PERSON SEARCH' and contains a form with fields for 'LAST NAME', 'FIRST NAME', 'MIDDLE INITIAL', 'EMAIL ADDRESS', 'PHONE', 'DATE OF BIRTH', 'COUNTY', 'STATE', and 'CITY'. A sidebar on the right, titled 'DATA SOURCES', lists various data sources with checkboxes for selection. The interface is designed for easy navigation and data entry.

CLEAR's search screens are easy to navigate. Person Search is shown here, along with the list of other available search types. Standards include: Business, Phone, License, Vehicles, Property, Watercraft, Court, and Search All.

SEARCH FEATURES

CLEAR includes several functional features that allow users flexibility in their search criteria.

- Soundex phonetic searching helps with unusual or difficult spellings.
- Advanced name search options help find names that sound similar.
- Partial information (e.g., street names, email addresses, birthdates, license plate information) can be used as search criteria in several instances.

CLEAR uses Entity Resolved Database (ERD) technology to efficiently find all public records pertaining to a subject. CLEAR's ERD technology uses multiple data elements and identifiers to match records, and can overcome partial and incomplete data, misspellings, and other errors often found in public data. CLEAR's ERD technology also factors demographic statistics into the matching process. CLEAR's ERD technology ensures that users obtain the full complement of available data on a subject.

REPORTS

CLEAR offers comprehensive reports for an individual or a company, as well as more streamlined reports. In addition to the content from all relevant data sets, each of these reports allows users to include information on relatives, associates, and neighbors, as well as other information.

- **Contact Report** – The Contact Report is streamlined to focus on information to assist in contacting an individual.
- **Basic Report** – The Basic Report contains subject information and related address information from the major consumer reporting bureaus, including live gateway calls (as available) that return the most up-to-date information available for the subject. Along with the information contained in the Contact Report, the Basic Report includes additional sections, such as businesses registered at the subject's address, driver's license information, and infractions.
- **Individual Report** – The Individual Report is a comprehensive report on a subject, including all of the sections mentioned in the Contact Report and Basic Report, as well as additional sections related to various assets, criminal records and traffic citations, arrests, infractions, UCC filings, bankruptcies, liens and judgments, lawsuits, dockets, professional licenses, other licenses, business affiliations, significant shareholders, political donors, voter registrations, marriages, divorces, and licensed drivers at subject's address.
- **Company Report** – The Business Comprehensive Report sections include corporate record filings, information on private companies, small businesses, D&B records, business profile records, executive profile records, fictitious business names, employer ID numbers (FEIN), licenses, bankruptcies, liens and judgments, UCC filings, infractions, lawsuits, vehicles, real property, watercraft, people associated with the business, other businesses linked to the business address, and phone listings.

Reports are customizable to include additional information, such as information regarding relatives, neighbors, and associates. Search results can be exported in CSV format for easy upload into a spreadsheet or database. Reports can also be exported in Word or PDF format.

DASHBOARD TOOLS

Each of the following investigative tools is included in your proposed subscription:

- **Web Analytics**—Web Analytics searches the Web for online references on sites such as social networks, blogs, and watch lists. Web results can be categorized and filtered.
- **Associate Analytics**—The Associate Analytics feature is designed to allow users to quickly scan a list of the subject's associates for inclusion on Office of Foreign Assets Control (OFAC) or Global Sanctions lists. Therefore, users can quickly assess potential negative affiliations with people and businesses.

- **Company Family Tree**—The Company Family Tree feature allows users to easily visualize relationships between parent and subsidiary companies and to better understand the level of ownership involved.
- **Graphical Display**—The Graphical Display feature allows users to visualize connections between people and businesses. Data sources include people data, court-related records, extensive business data, asset data, and license data.
- **Negative News**—Negative News allows the user to search thousands of news sources for a person or business. Users may choose to focus searches on negative news or to see all news on a person or business. The news content is global, including sources from more than 100 countries, and includes active U.S. newspapers, international newspapers, newswires, and transcripts.
- **Map Analytics**—The Map Analytics tool plots a subject's address on a map and allows a view of surrounding businesses by type, including medical facility, attorney's office, or automotive mechanic shop. Users may also view details of businesses on the map.

KEY DATA SETS

Each of the following data sets are available in the CLEAR subscription:

- **Photo Images on Criminal Records**—CLEAR provides photo images on arrest and criminal records. When available from the sources, these images will be displayed on arrest records, sex offender records, and selected Department of Correction records.
- **Cell Phone Data**—CLEAR's phone data is the most comprehensive, current, and accurate data in the industry. No service other than CLEAR offers gateway access to real-time, nationwide phone data. Through this real-time gateway, CLEAR provides comprehensive phone data, including detailed carrier contact information, for cell phones, landlines, and VoIP. Additionally, the Phone Records data set provides access to hundreds of millions of phone records, including more than 200 million cell phone numbers, as well as landlines and VoIP numbers.
- **Credit Reporting Bureaus**—CLEAR provides government investigators and analysts with information originating from all three major credit reporting bureaus, including real-time header information from Experian and TransUnion in CLEAR's comprehensive reports. This results in reports that provide more current address information. Other critical address information provided by credit reporting bureaus includes the high-risk address alert, which identifies addresses that may be associated with a propensity for fraud.
- **Real-Time Vehicle Registration Data**—CLEAR offers real-time gateway access to vehicle registration data for 45 jurisdictions, providing up-to-date information on vehicles and their registered owners.
- **Global Business Data**—CLEAR provides comprehensive data on business entities, including small and privately held companies as well as corporations. Business data sources also include Worldbase, a global offering of more than 200 million companies. This content includes both U.S. company information and international company information from 220 countries.

ADVANCED FEATURES AND CAPABILITIES

- **Customizable Dashboard**—CLEAR's dashboard view allows users to get an immediate overview of a person or business and to quickly get a sense of potential risks associated with the subject. Users can customize the dashboard to ensure a focus on data that's most relevant to them.
- **Vital Statistics**—CLEAR results include this feature, which provides a convenient summary of the key attributes and information from multiple sources for a subject.

- **Linked Searching**—CLEAR offers the ability to search from within search results, making it fast and convenient to dive deeper into returned data. Linked searches include: address, business name, driver's license number, email address, person name, phone number, and Social Security number.
- **Entity Resolution**—CLEAR uses entity resolved database (ERD) technology to efficiently find all available public records pertaining to a subject. CLEAR's ERD technology uses multiple data elements and identifiers to match records and can overcome partial and incomplete data, misspellings, etc. CLEAR's ERD technology ensures that users obtain the full complement of available data on a subject.
- **Relevance Scores**—As results are returned in CLEAR, the most relevant records appear at the top of the result list.
- **Data Source Transparency**— In CLEAR, sources and their corresponding "reported dates" are provided with search results to provide maximum transparency to the user. The reported dates shown on records indicate the dates of the transaction or activity associated with the record at the source. In contrast, many providers of investigative database services list the date that the information was most recently updated in their database, and not when it was updated at the source. CLEAR shows the actual date of update in the source data. Additional source details, such as detailed coverage information and update frequencies, are provided in CLEAR's Online Help, so that users can be assured of the credibility, reliability, and currentness of the data.
- **User Preferences**—CLEAR's Preferences account tool allows users to create preferences for conducting linked searches, permissible uses, user profile, display order of dashboard modules, and regarding data included in the Quick Analysis Flags and Associate Analytics modules.
- **Customized Reporting**—In CLEAR, customers have several customizing options available and can create report templates by setting report preferences, identifying the sections to include, and setting the sequence in which sections are displayed.
- **Workspace**—The Workspace feature allows customers to save selected results and report data indefinitely and provides the ability to generate link-chart and map views of the data. Visualizing information on multiple subjects in a link-chart view makes it easier for investigators to discern possible connections or associations between subjects/entities.
- **CLEAR Mobile Access**—CLEAR users can access critical data on their smart phones and other mobile devices. CLEAR Mobile does not restrict data returns, so users have access to the same results information that they would on their computers, including Vital Statistics in search results and comprehensive reports. CLEAR automatically detects a user's mobile device type and seamlessly logs in the user to a streamlined, mobile version.
- **Compatibility with Analytical Programs**—For investigators who need to conduct more powerful analysis on CLEAR results, CLEAR data can be readily integrated with i2 Analyst's Notebook and Palantir. Additionally, CLEAR link charts can be easily dragged and dropped or exported into i2 Analyst's Notebook.
- **Google Maps Compatibility**—CLEAR provides mapping of address data, powered by Google Maps, in several areas, including the Address Map and Map Analytics modules, Workspace, and in Search Results, by selecting the map icon located beside the address.

TRAINING

We offer training to our customers' authorized users at no charge for the term of the contract. Thomson Reuters offers various options to support a customer's specific training requirements, including instructor-led online classes, self-paced tutorials from within the CLEAR interface, personalized training by phone for specific issues, regional seminars in various locations, and on-site training (as available).

SUPPORT

Live assistance is available 24/7 at our toll-free phone number for CLEAR support (877-242-1229). CLEAR customer support also can be reached via e-mail at CLEAR@thomsonreuters.com. Additionally, we provide a dedicated relationship manager to assist each customer with technical and general support.

ABOUT THOMSON REUTERS

Thomson Reuters is the world's leading source of intelligent information for businesses and professionals. We combine industry expertise with innovative technology to deliver critical information to leading decision makers in the legal, tax and accounting, and media markets, powered by the world's most trusted news organization. With headquarters in Toronto and major operations in Ann Arbor, Dallas, and Minneapolis/St. Paul, Thomson Reuters employs more than 26,000 people in more than 90 countries. In 2018, revenues were US \$5.5 billion. More information about Thomson Reuters can be found at thomsonreuters.com.



CLEAR CONTENT

CLEAR provides access to a comprehensive collection of public records information, including the following:

PERSON SEARCH

- Address Compilation
- Arrest Records
- Canadian Phones
- Criminal Records
- Driver Licenses
- Email Records
- Equifax
- Experian
- Global Sanctions
- Historical Credit Bureau
- Household Listings
- Hunting and Fishing Licenses/Permits
- Infractions (OFAC)
- Motor Vehicle Service and Warranty Records
- New Movers
- Obituary Records
- Phone Records
- Professional Licenses
- SSA Death
- State Death
- TransUnion
- Voter Registration Records
- Warrants
- Work Affiliations

BUSINESS SEARCH

- Business Phones
- Business Profile Records
- Canadian Business Phones
- Corporations
- Dun & Bradstreet
- Executive Affiliation Records
- Executive Bios
- Executive Profile Records
- Federal Employer Identification Number (FEIN)
- Fictitious Business Names (FBN)
- Global Sanctions
- Infractions (OFAC)
- Phone Records
- Worldbase

LICENSE SEARCH

- Driver License
- Healthcare Licenses
- National Provider Identifier (NPI)
- Professional and Commercial Licenses

PHONE SEARCH

- Reverse Phone Number Lookup
- Business Phones
- Canadian Business Phones
- Canadian Phones
- Dun & Bradstreet
- Experian
- Household Listings
- Marijuana-Related Businesses
- Motor Vehicle Service and Warranty Records
- Phone Records
- TransUnion
- Worldbase

LICENSE SEARCH

- Driver Licenses
- Healthcare Licenses
- Marijuana-Related Businesses
- National Provider Identifier (NPI)
- Professional Licenses

VEHICLES SEARCH

- Motor Vehicle Service and Warranty Records
- Real-Time Motor Vehicles Gateway
- Vehicles

PROPERTY SEARCH

- Real Property

WATERCRAFT SEARCH

- State Watercraft
- U.S. Coast Guard Watercraft

COURT SEARCH

- Arrest Records
- Bankruptcy
- Criminal
- Fugitives
- Global Sanctions
- Infractions (OFAC)
- Lawsuits
- Liens and Judgments
- State and Federal Sanctions
- Uniform Commercial Code
- Warrants

INTELLECTUAL PROPERTY

- State Trademarks
- International Patent Records
- International Trademarks
- U.S. Copyrights
- U.S. Federal Trademarks
- U.S. Patents and Applications

DATA HIGHLIGHTS

- Real-Time Gateways
- Locator Data
- Global Business Information



PRICE PROPOSAL

Thomson Reuters (d/b/a West Publishing Corporation) proposes to provide CLEAR to the Elkhart PD. West's pricing proposal is as follows:

CLEAR PLAN:

Proposed Content: CLEAR for Law Enforcement+		
User Limit: 150 Users based on sworn count		
Pricing: \$645/month	36-month contract plus bridge	5% increase in years 2 & 3
1-month free service	Training is included	24/7 Technical/CLEAR Support

RTIA ADD-ON FEATURE:

Proposed Content: Real Time Incarceration and Arrest Records		
User Limit: Per User Pricing		
Pricing: \$60/month	36-month contract plus bridge	5% increase in years 2 & 3
1-month free service	Training is included	24/7 Technical/CLEAR Support

LPR ADD-ON FEATURE:

Proposed Content: License Plate Recognition Coverage		
User Limit: 150 Users based on sworn count		
Pricing: \$1,608/month	36-month contract plus bridge	5% increase in years 2 & 3
1-month free service	Training is included	24/7 Technical/CLEAR Support

TERMS AND CONDITIONS:

All access to and usage of CLEAR is governed by the then-current Thomson Reuters General Terms and Conditions, and the West Order Form. These documents will be incorporated by reference into and made part of any contract awarded to West pursuant to this proposal.

CONTRACTING WITH WEST

Any contract resulting from this proposal will be with West Publishing Corporation. CLEAR service will begin 5-7 days following receipt of a fully executed, clean, and process-able Order Form, and after any necessary credentialing has been completed.

OFFER ACCEPTANCE PERIOD

The terms of this price proposal are valid through June 30, 2022.

Any contract resulting from this proposal will be with:

Legal Contracting Entity West Publishing Corporation	Corporate Address 610 Opperman Drive, Eagan, MN 55123	Federal Tax ID #: 41-1426973
Doing Business As (DBA) West, a Thomson Reuters business	Remittance Address P.O. Box 6292, Carol Stream, IL 60197-6292	DUNS #: 14-850-8286
		Cage Code: 89101

**CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT
ELIGIBILITY VERIFICATION AND NON-DISCRIMINATION COMMITMENT**

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

STATE OF Minnesota)
) §
COUNTY OF Dakota)

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.

a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.

b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:

i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or

ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

2. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program shall be included or provided upon request; and

3. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of Elkhart, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

4. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of Elkhart through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work. Breach of this provision may be regarded as material breach of contract.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing affidavit are true and correct.

Dated this 12th day of July, 2022

West Publishing Company

Contractor



Signature of Person Authorized to sign on behalf
of Contractor

John S. Nelson, Assistant Secretary/Director

Printed Name and Title



THOMSON REUTERS™

Order Form**Order ID:Q-03376695**Contact your representative alex.thonet@thomsonreuters.com with any questions. Thank you.**Subscriber Information****Sold To Account Address**Account #: 1003465257
ELKHART POLICE DEPT
175 WATERFALL DR
ELKHART IN 46516-3601 US

"Customer"

Shipping AddressAccount #: 1003465257
ELKHART POLICE DEPT
175 WATERFALL DR
ELKHART IN 46516-3601 US**Billing Address**Account #: 1003465257
ELKHART POLICE DEPT
175 WATERFALL DR
ELKHART, IN 46516-3601 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.**ProFlex Products**
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
41308780	CLEAR Proflex	\$705.00	36

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
41308780	CLEAR Proflex	1	Each	\$0.00	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-03376695

ACKNOWLEDGEMENT Q-03376695

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 8/1/2022 CT.



THOMSON REUTERS™

Attachment**Order ID:Q-03376695**Contact your representative alex.thonet@thomsonreuters.com with any questions. Thank you.

Order ID: Q-03376695

Payment, Shipping and Contact Information**Payment Method:**

Payment Method: Bill to Account

Account Number: 1003465257

Order Confirmation Contact (#28)

Contact Name: Whitmyer, Andrew

Email: andrew.whitmyer@elkhartpolice.org

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1003465257	ELKHART POLICE DEPT	175 WATERFALL DR ELKHART IN 46516-3601 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	41308780	CLEAR Proflex
150	Seats	41882302	CLEAR for Law Enforcement Plus
1	Seats	41913616	CLEAR Criminal Justice Arrest Gateway PRO Add Seat

Account Contacts

Contact Name	Email Address	Customer Type Description
Andrew Whitmyer	andrew.whitmyer@elkhartpolice.org	CLEAR PRIMARY CONT
Andrew Whitmyer	andrew.whitmyer@elkhartpolice.org	EML PSWD CONTACT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.1.1.1					

Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
41308780	CLEAR Proflex	\$705.00	5.00	\$740.25	5.00	\$777.26	N/A	\$N/A	N/A	\$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

Rod Roberson
Mayor

Kris Seymore
Chief



Police Department
175 Waterfall Dr.
Elkhart, IN 46516

574.295.7070
Fax: 574.293.0679

August 3, 2022

Board of Public Safety
Municipal Building
229 S. 2nd Street
Elkhart, IN 46516

RE: Ptl. Adam Northcutt #458 - Medical Leave of Absence Update

Dear Board Members:

According to Article 14, Section 2 of the Fraternal Order of Police Lodge No. 52 Collective Bargaining Agreement it states that:

"If the Board of Public Safety finds that an officer who has been employed by the Police Department for longer than one (1) year is injured, ill, or disabled from any cause and is physically unfit to perform regular duties during the period of such disability, then the Board of Public Safety shall grant a leave of absence with pay up to a maximum period of one-hundred-eighty (180) days commencing from the date of such injury, illness, or disability and said days shall run consecutively. The officer shall be required to use up to three (3) paid sick days prior to receiving extended leave for any non-line-of-duty injury or illness."

Last May we requested approval for a medical leave of absence for Ptl. Northcutt through July 20, 2022. At this time we requesting a medical leave extension until October 17, 2022.

Thank you for your consideration in this matter.

Respectfully,

A handwritten signature in blue ink, appearing to be "Kris Seymore", is written over the word "Respectfully,".

Kris Seymore
Chief of Police

cc: Personnel File
Payroll

Rod Roberson
Mayor

Kris Seymore
Chief



Police Department
175 Waterfall Dr.
Elkhart, IN 46516

574.295.7070
Fax: 574.293.0679

August 4, 2022

Board of Public Safety
Municipal Building
229 S. 2nd Street
Elkhart, IN 46516

RE: Cpl. Davin Hackett #457 - Medical Leave of Absence

Dear Board Members:

According to Article XIII, Section 2 of the Police Officer Collective Bargaining Agreement it states that:

"If the Board of Public Safety finds that an officer who has been employed by the Police Department for longer than one (1) year is injured, ill, or disabled from any cause and is physically unfit to perform his regular duties during the period of such disability, then the Board of Public Safety shall grant a leave of absence with pay up to a maximum period of one-hundred-eighty (180) days commencing from the date of such injury, illness, or disability and said days shall run consecutively. The officer shall be required to use up to three (3) paid sick days prior to receiving extended leave for any non-line-of-duty injury."

Due to unforeseen medical reasons Cpl. Hackett has requested a medical leave of absence with pay. Medical documentation has been received requesting his leave that began on June 20, and will run through December 15, 2022. I am requesting your approval in this matter.

Respectfully,

A handwritten signature in black ink, appearing to be "Kris Seymore".

Kris Seymore
Chief of Police

cc: Payroll
Personnel File (medical)

Rod Roberson
Mayor

Kris Seymore
Chief



Police Department
175 Waterfall Dr.
Elkhart, IN 46516

574.295.7070
Fax: 574.293.0679

August 4, 2022

Board of Public Safety
Municipal Building
229 S. Second St.
Elkhart, IN 46516

RE: Policy 405 Ride-Alongs

Dear Board Members,

Attached you will find our original Policy 405 Ride-Alongs, and our new policy draft with the changes made for your review, and subsequent approval. This policy has been reviewed and approved by City Legal.

If you have any questions or would like any further information please feel free to contact me. Thank you for your time.

Respectfully,

A handwritten signature in blue ink, appearing to be "Kris Seymore", is written over the name and title of the signatory.

Kris Seymore
Chief of Police

KS:kae

Attachments

Ride-Alongs

405.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for a ride-along with members of the Elkhart Police Department. This policy provides the requirements, approval process, hours of operation and member responsibilities for ride-alongs.

405.2 POLICY

Ride-along opportunities will be provided to the members of the public, City employees and members of this department to observe and experience, first-hand, various functions of the Elkhart Police Department. The term "ride-along" includes riding as a passenger with an officer on patrol or observing the work day of members engaged in other functions within the Department, such as the Communication Center.

405.3 ELIGIBILITY

A ride-along is available to Elkhart residents and business owners, students currently attending class in Elkhart and those employed within the City of Elkhart. Efforts will be made to accommodate all interested persons. However, any applicant may be disqualified without cause from participating.

Factors that may be considered in disqualifying an applicant include, but are not limited to, the following:

- Being under 18 years of age
- Prior criminal history
- Pending criminal action
- Pending lawsuit against any department or the City
- Denial by any supervisor

405.4 AVAILABILITY

A ride-along or job observation is available most days of the week or any shift

405.5 REQUESTS TO PARTICIPATE

Generally, ride-along and job observation requests will be maintained and scheduled by the Watch Commander. Persons wishing to ride with a member of the Elkhart Police Department will complete a Ride-Along form and that form will be forwarded to the appropriate Watch Commander for consideration.

405.6 PROCEDURES

Once approved, ride-along applicants will be allowed to participate no more than once every six months. An exception may apply to the following law enforcement-involved participants:

Elkhart Police Department

Policy Manual

Ride-Alongs

- Explorers
- Volunteers
- Chaplains
- Reserves
- Elkhart Police Department applicants
- Any others with approval of the Watch Commander
-

An effort will be made to ensure that no more than one member of the public will participate in a ride-along or job observation during any given time period. Normally, no more than one ride-along participant will be allowed in department vehicles at a given time.

Ride-along requirements for department Explorers or Cadets are covered in their individual policies..

Ride-along applicants may not carry a firearm during the ride-along with the exception of certified police officers.

This policy does not apply to Officers friends or family when in an off-duty status, refer to Take-Home policy for further.

405.6.1 OFF-DUTY PARTICIPATION

Off-duty members of this department and employees of the City, will not be permitted to participate in a ride-along with on-duty members of this department without the express consent of the Patrol Captain.

Off duty officers from another department should provide a written authorization from their department and have permission from the Elkhart Police Department.

405.6.2 CRIMINAL HISTORY CHECK

All ride-along applicants are subject to a criminal history check. The criminal history check may include a local records check and an Indiana State Police Central Repository check prior to approval of the ride-along.

405.6.3 SUITABLE ATTIRE

Any person approved to participate in a ride-along is required to be suitably dressed in a appropriate manner which will be looked at by a case by case basis.. Sandals, tank tops and ripped or torn pants are not permitted. Hats and ball caps will not be worn without the express consent of the Watch Commander. The Watch Commander or a supervisor may refuse a ride-along to anyone who is not dressed appropriately.

405.7 MEMBER RESPONSIBILITIES

The assigned department member shall consider the safety of the ride-along or job observation participant at all times. The member shall maintain control over the participant and shall instruct

Elkhart Police Department

Policy Manual

Ride-Alongs

the individual about the conditions that necessarily limit his/her participation. Instructions should include:

- (a) The participant will follow the directions of the department member.
- (b) The participant will not become involved in any investigation, handling of evidence, discussions with victims or suspects, reading an individual's criminal history or other protected information, or handling any police department equipment.
- (c) Participation may be terminated at any time by the member if the participant interferes with the performance of the member's duties.
 - 1. If the participant is on a ride-along, the member may return the participant to the point the ride originated.
- (d) Participants may be allowed to continue a ride-along during the transportation and booking process, provided it does not jeopardize their safety.
- (e) Members will not allow participants to be present in any location or situation that would jeopardize the participant's safety or cause undue stress or embarrassment to a victim or any other member of the public.
- (f) Participants who are not law enforcement officers shall not be permitted to accompany the department member into a private residence without the express consent of the resident or other authorized person.

The member assigned to provide a ride-along shall advise the dispatcher that a ride-along participant is present in the vehicle before going into service. An officer with a ride-along participant should use sound discretion when encountering a potentially dangerous situation, such as a high-speed pursuit and, if feasible, let the participant out of the vehicle in a well-lit public place. The dispatcher will be advised of the situation and as soon as practicable have another department member respond to pick up the participant at that location. The ride-along may be continued or terminated at this time.

Conduct by a person participating in a ride-along that results in termination of the ride, or is otherwise inappropriate, should be immediately reported to the Watch Commander. The member should enter comments regarding the reasons for terminating the ride-along on the waiver form.

Upon completion of the ride-along, the member shall return the waiver form to the Watch Commander.

Ride-Alongs

405.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for a ride-along with members of the Elkhart Police Department. This policy provides the requirements, approval process, hours of operation and member responsibilities for ride-alongs.

405.2 POLICY

Ride-along opportunities will be provided to the members of the public, City employees and members of this department to observe and experience, first-hand, various functions of the Elkhart Police Department. The term "ride-along" includes riding as a passenger with an officer on patrol or observing the work day of members engaged in other functions within the Department, such as the Communication Center.

405.3 ELIGIBILITY

A ride-along is available to Elkhart residents and business owners, students currently attending class in Elkhart and those employed within the City of Elkhart. Efforts will be made to accommodate all interested persons. However, any applicant may be disqualified without cause from participating.

Factors that may be considered in disqualifying an applicant include, but are not limited to, the following:

- Being under 18 years of age
- Prior criminal history
- Pending criminal action
- Pending lawsuit against any department or the City
- Denial by any supervisor

405.4 AVAILABILITY

A ride-along or job observation is available most days of the week or any shift

405.5 REQUESTS TO PARTICIPATE

Generally, ride-along and job observation requests will be maintained and scheduled by the Watch Commander. Persons wishing to ride with a member of the Elkhart Police Department will complete a Ride-Along form and that form will be forwarded to the appropriate Watch Commander for consideration.

405.6 PROCEDURES

Once approved, ride-along applicants will be allowed to participate no more than once every six months. An exception may apply to the following law enforcement-involved participants:

Elkhart Police Department

Policy Manual

Ride-Alongs

- Explorers
- Volunteers
- Chaplains
- Reserves
- Elkhart Police Department applicants
- Any others with approval of the Watch Commander
-

An effort will be made to ensure that no more than one member of the public will participate in a ride-along or job observation during any given time period. Normally, no more than one ride-along participant will be allowed in department vehicles at a given time.

Ride-along requirements for department Explorers or Cadets are covered in their individual policies..

Ride-along applicants may not carry a firearm during the ride-along with the exception of certified police officers.

This policy does not apply to Officers friends or family when in an off-duty status, refer to Take-Home policy for further.

405.6.1 OFF-DUTY PARTICIPATION

Off-duty members of this department and employees of the City, will not be permitted to participate in a ride-along with on-duty members of this department without the express consent of the Patrol Captain.

Off duty officers from another department should provide a written authorization from their department and have permission from the Elkhart Police Department.

405.6.2 CRIMINAL HISTORY CHECK

All ride-along applicants are subject to a criminal history check. The criminal history check may include a local records check and an Indiana State Police Central Repository check prior to approval of the ride-along.

405.6.3 SUITABLE ATTIRE

Any person approved to participate in a ride-along is required to be suitably dressed in a appropriate manner which will be looked at by a case by case basis.. Sandals, tank tops and ripped or torn pants are not permitted. Hats and ball caps will not be worn without the express consent of the Watch Commander. The Watch Commander or a supervisor may refuse a ride-along to anyone who is not dressed appropriately.

405.7 MEMBER RESPONSIBILITIES

The assigned department member shall consider the safety of the ride-along or job observation participant at all times. The member shall maintain control over the participant and shall instruct

Elkhart Police Department

Policy Manual

Ride-Alongs

the individual about the conditions that necessarily limit his/her participation. Instructions should include:

- (a) The participant will follow the directions of the department member.
- (b) The participant will not become involved in any investigation, handling of evidence, discussions with victims or suspects, reading an individual's criminal history or other protected information, or handling any police department equipment.
- (c) Participation may be terminated at any time by the member if the participant interferes with the performance of the member's duties.
 - 1. If the participant is on a ride-along, the member may return the participant to the point the ride originated.
- (d) Participants may be allowed to continue a ride-along during the transportation and booking process, provided it does not jeopardize their safety.
- (e) Members will not allow participants to be present in any location or situation that would jeopardize the participant's safety or cause undue stress or embarrassment to a victim or any other member of the public.
- (f) Participants who are not law enforcement officers shall not be permitted to accompany the department member into a private residence without the express consent of the resident or other authorized person.

The member assigned to provide a ride-along shall advise the dispatcher that a ride-along participant is present in the vehicle before going into service. An officer with a ride-along participant should use sound discretion when encountering a potentially dangerous situation that would reasonably put the civilian rider in harms way . Pursuits with civilian riders are prohibited. If an officers is accompanied by a civilian rider and the officer determines there is an articulable need to participate in a pursuit, prior to engaging in the pursuit the officer shall let the participant rider out of the vehicle in a well lit public place the officer feels it is safe for the civilian rider to be. The officer will notify dispatch that this has taken place. As soon as practicable, dispatch will have another member respond to pick up the participant at the location advised. The ride along may be continued or terminated at this time. The articulable need the officer had to drop off a civilian rider and participate in the pursuit will be documented by the officer in the pursuit report. Elkhart Police Department Chaplains are authorized to be with an officer while the officer is engaged in a vehicle pursuit. ~~such -as-a-high-speed-pursuit-and, if feasible, let the participant out of the vehicle in a well-lit-public-place. The -will-be-advised-of-the-situation-and-as-soon-as-practicable-have-another member-respond-to-pick-up-the-participant-at-that-location. The ride-along may be continued or terminated-at-this-time.~~

Conduct by a person participating in a ride-along that results in termination of the ride, or is otherwise inappropriate, should be immediately reported to the Watch Commander. The member should enter comments regarding the reasons for terminating the ride-along on the waiver form.

Upon completion of the ride-along, the member shall return the waiver form to the Watch Commander.

Rod Roberson
Mayor

Kris Seymore
Chief



Police Department
175 Waterfall Dr.
Elkhart, IN 46516

574.295.7070
Fax: 574.293.0679

August 8, 2022

Board of Public Safety
Municipal Building
229 Second Street
Elkhart, Indiana 46516

RE: Police Department Roof

Dear Board Members,

Over the last several years the Police Department's roof has had numerous leaks. Due to the roof no longer being covered under warranty (expired on 1/9/2018) we have spent money and man hours trying to repair the roof as needed. This is no longer becoming a viable option. Recently three companies were requested to come look at the roof and provide options for fixing the roof.

2 companies were able to provide quotes this week on replacing the 2 primary leak areas that cover the center and west end of the police department.

- A-1 Contracting Services Inc. provided a quote of \$109,850.00 using a TPO Membrane System.
- Tru-Kote Roofing Systems provided a quote of \$124,940.00 using a PVC Membrane System.

It was requested from both companies they provide a possible start date in writing, warranty information, and references inside the city, along with the quote.

Tru-Kote complied with all the requests stating a possible start date of October 17th. A-1 did not provide that information in writing.

Tru-Kote provided a list of 15 businesses they worked with inside city limits. Most notably Elkhart City Central Garage, Elkhart Municipal Airport, and Hotel Elkhart. A-1 did not provide this information in writing.

Tru-Kote uses Duro-Last Supreme for their PVC membrane. Duro-Last has a 15 year "no dollar limit" warranty. This warranty is also transferable. Duro-Last has been in business since 1978 and is a leader in roofing material.

A-1 uses Firestone building products warranty for their roof membrane. This is a limited 15 year warranty. This warranty would only prorate the remaining months of an unexpired warranty.

Rod Roberson
Mayor

Kris Seymore
Chief



Police Department
175 Waterfall Dr.
Elkhart, IN 46516

574.295.7070
Fax: 574.293.0679

Firestone's obligation is over the life of the warranty is limited to the Purchases' original purchase price. A-1 officer an applicator warranty for 20 years. There are no details provided for the "Applicator Warranty" with the quote.

A-1 advised they would inspect and fix any leaks on the 3rd section of roof but would prefer it be a verbal agreement. It was stated any work to be completed would have to be noted in the quoted because verbal agreements are not recognized.

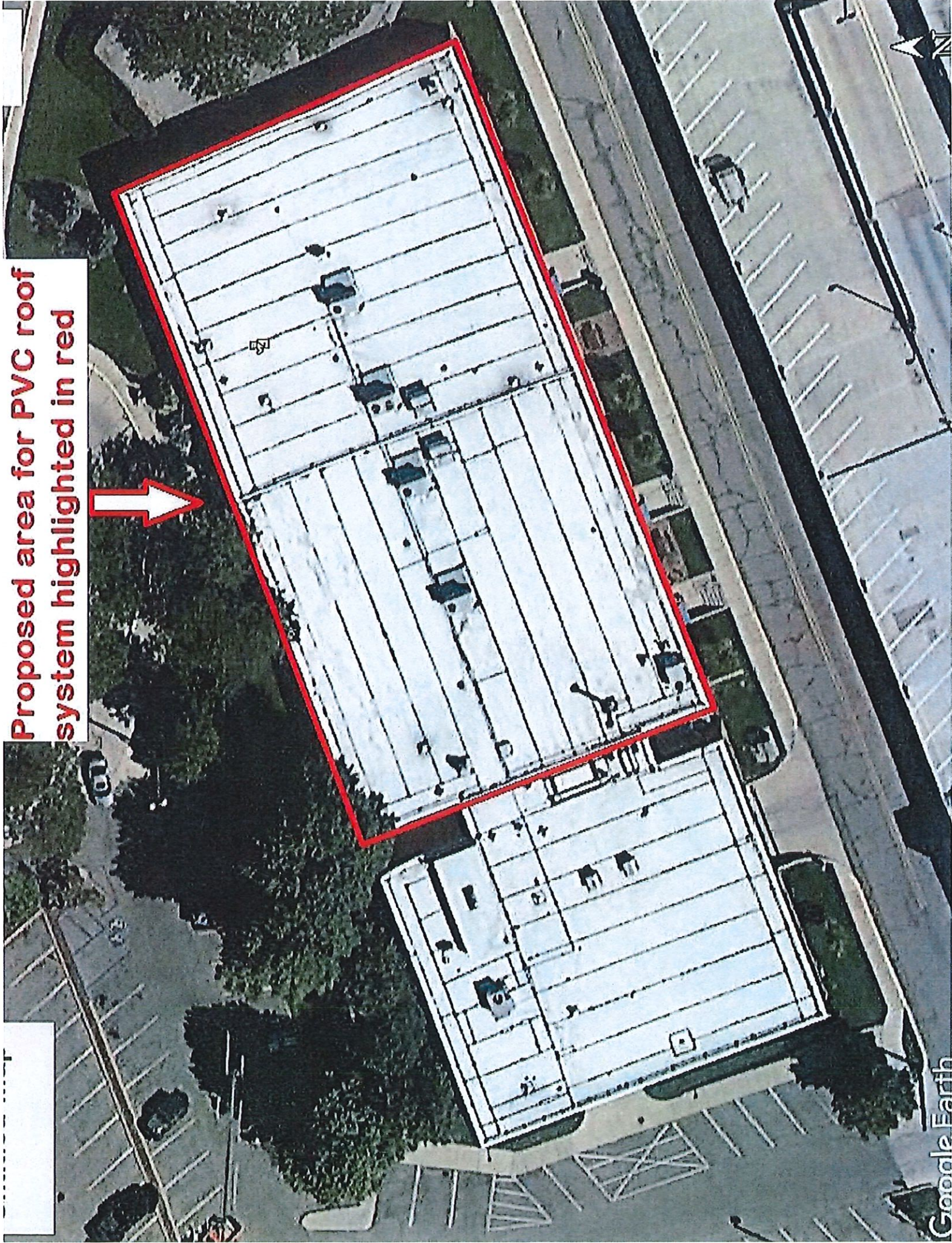
Currently it is preferred to use PVC over the TPO due to data showing it holds up to punches better. With the aging building and HVAC access to the roof has become a daily task and long term protection would be needed. Some research also shows PTO is more prone to leaking and has a shorter life span.

It is our recommendation to use Tru-Kote due the difference in warranties, the timely manner in providing the documentation requested, and the documentation of businesses of Elkhart City they have serviced.

Chief Kris Seymore
Elkhart Police Dept.
574-295-7070



Proposed area for PVC roof system highlighted in red



A-1 Contracting Services Inc.

58833 County Rd 115 Goshen, IN 46528

(574)-875-1740 / alroofingspec@aol.com

Aug. 02, 2022

Elkhart Police Dept.

175 Waterfall Dr. Elkhart, IN

Attn. Capt. Travis Hamlin (574)295-7070

Roof Project- (210sq.) Direct Overlay TPO Membrane System

Thank you for the opportunity to provide our proposal for your roofing project.

Your existing roof membrane is compatible and comparable to our TPO system which allows us to offer a cost-effective option to install a new membrane directly over your existing roof system.

We have revised to reroof (2) section determined by the separating firewalls.

**We will be adding insulation panels to the south side where the building sections have settled and created severed ponding.*

** The remaining roof section over the garage has 4-5 leaks and will be repaired.*

A-1 has installed commercial roof systems in Northern Indiana for over **30 years**. We provide a **(20 year) Applicator Warranty** on all our membrane systems which is the longest warranty included at no additional cost.

A-1 proposes to furnish labor, tools, materials, and insurances to perform the following in a timely and professional manner as described below.

Direct Overlay Installation- TPO roof system (210sq)

- Sweep clean and prep roof surface for new system installation.
- The southside of both roof sections have sagged (approx. (200' x 16'), and will be treated with insulation panels, stepping down, and creating a better slope to the drain.
- Cover all parapet & fire wall areas with (60mil) TPO membrane.
- Mechanically fasten and Rhinobond weld White (60mil) TPO membrane over the existing roof membrane surface.
- All seams and endlaps will be heat welded for a permanent bond and watertight seal.
- All drains, scuppers, corners, and extrusions will be treated with prefabricated TPO accessories or TPO flashing material and terminated with appropriate counterflashing.
- The outside perimeter will be terminated with new colored metal edging and sealed.
- A-1 will provide a (20 year) *Applicator Warranty* on this roof project at no additional cost.

Direct Overlay White TPO Roof System (210sq.) - \$ 109,850.00

****The remaining garage section has a 4-5 leaks, and will be included repairs.***

****Payment schedule determined prior to job start.***

****Deposit required for material delivery and job start.***

****Proposal price good for 90 days.***

Thank you again for the opportunity.

Scott Perry (A-1)

ROOF MEMBRANE LIMITED PRODUCT WARRANTY



Building Owner: _____ Phone No: _____

Building Identification: _____

Building Address: _____

Date of Purchase: (Day/Month/Year) _____

Roofing Contractor: _____ Phone No: _____

WARRANTY PERIOD (Select Membrane)

10 Years from Date of Purchase: [] Firestone 45 mil TPO or 45 mil EPDM

15 Years from Date of Purchase: [] Firestone 60 mil TPO or 60 mil EPDM

20 Years from Date of Purchase: [] Firestone 80 mil TPO or 90 mil EPDM

For the warranty period indicated above, Firestone Building Products, an Indiana limited liability company ("Manufacturer"), warrants to the Purchaser that the Manufacturer will, subject to the Terms, Conditions, and Limitations set forth below, provide replacement roofing membrane material ("Membrane") or a prorated credit (based upon the remaining months of the unexpired warranty) sufficient to replace any area of the Membrane that leaks as a result of ordinary exposure to the elements or any manufacturing defect in the Membrane. Firestone's obligation over the life of this warranty is limited to the Purchaser's original purchase price of the Membrane.

TERMS, CONDITIONS, AND LIMITATIONS

- Products Covered:** The Membrane is limited to mean the Manufacturer's roofing membrane when installed in accordance with Manufacturer's current technical specifications.
- Notice & Investigation:** In the event that a potential claim is suspected due to roof leaks that would be covered by this warranty: (a) The Purchaser must give written notice to the Manufacturer within thirty (30) days of the discovery of a potential claim along with a copy of the purchase invoice and three 12" x 12" samples from the roofing membrane. Two samples must be from the suspected area and one must be from another area. By so notifying the Manufacturer, the Purchaser authorizes the Manufacturer or its designee to investigate the claim. (b) If upon investigation, the Manufacturer determines that the leak is not excluded under the Terms, Conditions and Limitations set forth below and is the result of ordinary exposure to the elements or a manufacturing defect in the Membrane, the Purchaser's sole and exclusive remedy and the Manufacturer's liability will be limited to providing replacement Membrane or a prorated credit. (c) Should the investigation reveal that the leak is excluded under the Terms, Conditions, and Limitations set forth below, the Purchaser is responsible for payment of the investigation costs. Failure by Purchaser to pay for these costs shall render this Roofing Membrane Limited Product Warranty ("Limited Warranty") null and void. The Manufacturer will advise the Purchaser of the type and/or extent of repairs required to be made at the Purchaser's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Purchaser to properly make these repairs in a reasonable manner and within sixty (60) days shall render this Limited Warranty null and void. (d) Any dispute, controversy or claim between the Purchaser and the Manufacturer concerning this Limited Warranty shall be settled by mediation. In the event that the Purchaser and the Manufacturer do not resolve the dispute, controversy or claim in mediation, the Purchaser and the Manufacturer agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
- Payment Required:** The Manufacturer shall have no obligation under this Limited Warranty unless and until the Manufacturer has been paid in full for all materials, supplies, services, and other costs which are included in, or incidental to, the Membrane.
- Exclusions:** The Manufacturer shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, wind, hurricanes, tornadoes, hail, lightning, earthquakes, atomic radiation, insects, or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, which damages the Membrane or which impairs the Membrane's ability to resist leaks; (c) Failure by the Purchaser to use reasonable care in maintaining the Membrane, said maintenance to include, but not limited to recommendations available on the Firestone website www.firestonebpco.com; (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc.; (e) Condensation or infiltration of moisture in, through, or around the walls, copings, rooftop hardware or equipment, building structure or underlying or surrounding materials; (f) Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the Membrane, which damages the Membrane, or which impairs the Membrane's ability to resist leaks; (g) Alterations or repairs to the Membrane not in accordance with Manufacturer's current technical specifications; (h) A change in building use or purpose; (i) Lack of positive drainage (ponded water); (j) Traffic or storage of materials on the roof; (k) Discoloration or odors caused by algae, fungi, or lichens; or, (m) Failure to give proper notice as set forth in paragraph 2(a) above.
- Roof Access:** During the term of this Limited Warranty, the Manufacturer, its designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Purchaser shall reimburse Manufacturer for all reasonable costs incurred during inspection and/or repair of the Membrane that are due to delays associated with said restrictions. Purchaser shall be responsible for the removal and replacement of any overburdens or overlays, either permanent or temporary, as necessary to expose the Membrane for inspection and/or repair.
- Waiver:** The Manufacturer's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
- Limits:** This Limited Warranty does not cover flashings, seams, adhesives, sealants, coatings or workmanship.

THE MANUFACTURER DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT IT HAS NOT FURNISHED. THE MANUFACTURER SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY THE MANUFACTURER.

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST THE MANUFACTURER, AND THE MANUFACTURER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF THE MANUFACTURER. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

Firestone

Firestone Building Products

200 4th Avenue South – Nashville, TN 37201
800-428-4442 * firestonebpco.com

041218

ROOF CARE AND MAINTENANCE RECOMMENDATIONS
(For Roof Membrane Limited Product Warranty)

Congratulations on your purchase of a Firestone Roofing Membrane! Your roof is a valuable asset that should be properly maintained. **Firestone Building Products** recommends that all roofs and roofing systems receive periodic inspections and maintenance to ensure they perform as designed.

1. The roof should be inspected at least twice yearly and after any severe storms. A record of all inspection and maintenance activities should be maintained, including a listing of the date and time of each activity as well as the identification of the parties performing the activity.
2. Proper maintenance and good roofing practice require that ponded water (defined as water standing on the roof forty-eight hours after it stops raining) not be allowed on the roof. Roofs should have slope to drain, and all drain areas must remain clean. Bag and remove all debris from the roof since such debris can be quickly swept into drains by rain. This will allow for proper water run-off and avoid overloading the roof.
3. The Firestone Membrane should not be exposed to acids, solvents, greases, oil, fats, chemicals and the like. If the Firestone Membrane is in contact with any such materials, these contaminants should be removed immediately and any damaged areas should be inspected and repaired if necessary.
4. The Firestone Membrane is designed to be a waterproofing membrane and not a traffic surface. Roof traffic other than periodic traffic to maintain rooftop equipment and conduct periodic inspections should be prohibited. In any areas where periodic roof traffic may be required to service rooftop equipment or to facilitate inspection of the roof, protective walkways should be installed as needed to protect the roof surface from damage.
6. All metal work, including counter-flashings, drains, skylights, equipment curbs and supports, and other Firestone brand rooftop accessories should be properly maintained at all times. Particular attention should be paid to sealants at joints in metal work and flashings. If cracking or shrinkage is observed, the joint sealant should be removed and replaced with new sealant.

Firestone feels that the preceding recommended activities will assist you, the building owner, in maintaining a watertight roof for many years. Your roof is an investment, and maintenance is essential to maximize your return on this important investment.

Firestone

Firestone Building Products

200 4th Avenue South • Nashville, TN 37201
800-428-4442 • firestonebpco.com



Elkhart Police Station
Roofing Project

175 Waterfall Dr, Elkhart, IN 46516

Proposed by:

Doug Martin
Cell (574)536-4326

Tru-Kote Commercial Roofing
59693 County Rd 11
Elkhart, IN 46517

Elkhart Police Station Roofing Project

Date: August 2, 2022

To Whom It May Concern,

Thank you for the opportunity to submit a proposal for your roofing needs. Listed below are the specifications for the completion of your roofing needs.

Tru Kote Roofing is a family-owned business serving Indiana since 2010. TruKote has great experience and workmanship in the roofing industry. We have a good-standing relationship with Duro-Last and are also a recognized Duro-Last Elite Master Contractor.

Tru Kote Roofing work will be completed in the time frame both parties agree to. Work site to be cleaned and debris hauled away each day. The below prices, specifications and conditions are satisfactory and are accepted. All work order changes to be in writing, or with written PO. Some additional costs may apply.

All material is guaranteed to be as specified. All agreements are contingent upon accidents, weather, or product availability beyond our control. Any structural modifications, plumbing, HVAC, and/or electrical work needed to complete roofing project, are not included in this proposal.

If you have any questions, please feel free to call Doug (574) 536-4326

Sincerely,

Doug Martin
President

Note: Proposal is valid for 14 days. All materials are subject to availability and cost fluctuations subsequent to this Agreement. If there is an increase in the actual cost of the labor or materials charged to the Contractor subsequent to making this Agreement, the price set forth in this Agreement shall be increased by the excess amount without the need for a written change order or amendment to the contract. To reflect the price increase and additional direct cost to the Contractor, Contractor will submit written documentation of the increased charges to the Prime Contractor/Owner upon request. As an additional remedy, if the actual cost of any line item increases subsequent to the making of this Agreement. Contractor, at its sole discretion, may terminate the contract.

Date: August 2, 2022

Elkhart Police Station Roofing Project

This includes approx 21,000 sq ft (the 2 east sections)

Project Scope of work is as follows:

Set up Project with OSHA Approved Safety Equipment
Prep Existing Roof for New Duro-Last Roofing System
Relief Cut Existing Roofing to allow Membrane to relax
Install Approved Duro-Last Underlayment Slip Sheet
Mechanically attach Duro-Last 40 mil PVC Membrane
15 yr. Material and Labor (NDL) warranty by Duro-Last.
Install DL Flashing to all penetrations, pipes & units
Install Duro-Last Drain Boot w/ Dome Strainer at Roof Drains
Install New 5" Edge Metal according to DL Specs
Install Duro-Last 2 way vents throughout roof

Roof System to be engineered by Duro-Last Professional Engineers at no additional cost.

Duro-Last to inspect roof after install to insure spec'd installation.

Provide new Duro-Last Roofing System, 100% custom prefabricated for building location with a 15-year full manufacturer's labor and material warranty.

Project Costs = \$124,940.00

Terms -

50% due upon receipt of materials

Balance due upon completion

Execute Contract Signature: _____

If you have any questions, please feel free to call Doug Martin
Cell (574) 536-4326

Sincerely,

Doug Martin

**DURO-LAST®
SUPREME**

15-Year NDL Warranty

Warranty No. _____

I. TERMS and CONDITIONS

Duro-Last®, Inc., ("Duro-Last") grants this No-Dollar Limit ("NDL") Warranty to the owner ("Owner") of a building containing a Duro-Last Roofing System ("Duro-Last System") installed by a Duro-Last authorized Dealer/Contractor ("Contractor"), subject to the conditions and limitations contained herein.

Duro-Last's obligation during the 1st through the 15th year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last's obligation includes, at Duro-Last's discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative ("Duro-Last QA Tech Rep"), this No-Dollar Limit Warranty has been signed by a Duro-Last QA Tech Rep or Quality Assurance Manager, and the contractor confirms that the Duro-Last System was installed in accordance with Duro-Last's specifications and written installation requirements.
- C. The Owner has notified Duro-Last within 7 days of the discovery of any leak, failure, or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested;
- D. The Owner allows Duro-Last's QA Tech Rep(s), and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner's expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- E. Duro-Last authorizes the repair and, at Duro-Last's option, either Duro-Last's QA Tech Rep(s), or an authorized Contractor makes the repair.

II. LIMITATIONS and EXCLUSIONS

- A. This No-Dollar Limit Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly; nor shall Duro-Last be liable for any other products aside from the Duro-Last System.
- C. Duro-Last is not liable for any Duro-Last System defect or failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last's control including, but not limited to:
 - 1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or
 - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
 - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or
 - 4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
- D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.
- F. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- G. This No-Dollar Limit Warranty passes to future Owners of the building for the full 15 years hereof.
- H. This No-Dollar Limit Warranty must be signed by a Duro-Last QA Tech Rep or Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No-Dollar Limit Warranty does not alter the Effective Date.
- I. This No-Dollar Limit Warranty shall be governed by the laws of the State of Michigan without regard to principles of conflicts of law. Duro-Last and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, or the United States Federal District Court for the Eastern District of Michigan in Bay City, shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this No-Dollar Limit Warranty and do hereby submit themselves to the sole personal jurisdiction of those Courts.
- J. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this No-Dollar Limit Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- K. Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining from exercising its rights in full in one or more instances.

OVER: CONTINUED ON BACK

THIS NO-DOLLAR LIMIT WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS NO-DOLLAR LIMIT WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED AND EXCLUDED.

OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT THIS NO-DOLLAR LIMIT WARRANTY COVERS CONSEQUENTIAL DAMAGES DERIVED FROM LEAKS CAUSED BY DEFECTS WARRANTED AGAINST ABOVE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any terms or conditions of this No-Dollar Limit Warranty, unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

DURO-LAST®, INC.
525 Morley Drive
Saginaw, MI 48601

Name of Building

Address of Building

City, State & Zip of Building

Building Designation

Effective Date

Serial No.

Signature of Duro-Last QA Tech Rep or QA Manager

Signature of Owner

Owner (printed)

Signature of Contractor

Contractor (printed)

Square Footage

Warranty No.



Tru-Kote Roofing Systems
59693 County Rd 11
Elkhart, IN 46517
(574) 536-4326
doug@trukote.com

August 1, 2022

Here is a list of references of some clients we have provided roofing services for, either with roof repairs, maintenance, or new installs.

Business name	Contact	Phone number	Project Address
Adorn - Patrick	Jeff Cutler	574-265-7101	1808 W Hively Ave, Elkhart, IN 46517
Allure Furniture	Keith Herter	269-591-0762	1515 Leininger Ave, Elkhart, IN 46517
Class A Customs	Adam Bliss	574-206-0101	1130 County Road 6, Elkhart, IN 46514
Drive & Shine	Majority Builders		2714 Cassopolis St. Elkart, IN 46514
Elkhart City Central Garage	Leonard Diamond	574-320-4746	27682 Co Rd 20, Elkhart, IN 46517
Elkhart Municipal Airport	Dave Pixey	574-536-3067	1211 County Rd 6, Elkhart, IN 46514
Hotel Elkhart	Cressy Real Estate		500 S Main St, Elkhart, IN 46516
Interior Components	Steve Wedel	574-387-1505	28163 Co Rd 20, Elkhart, IN 46517
McDowell Enterprises	Carol McDowell	574-293-1042	2010 Superior St, Elkhart, IN 46516
Nickell Moulding	George Nickell	574-536-0140	3026 Winding Waters Lane, Elkhart, IN 46514
Patrick Industries	Keith Herter	269-591-0762	1930 Lusher Ave, Elkhart, IN 46517
Riverpark INC	Elliot Bond	541-521-4370	21953 Protecta Dr, Elkhart, IN 46516
Superior Chemical	Brian Brown	574-320-6578	1030 All Pro Dr, Elkhart, IN 46514
TB Plastic Extrusions	Rodrigo Cortes	615-574-0777	54432 Adams St, Elkhart, IN 46514
Zion Missionary Church	Kerry Yaw	574-320-6408	1135 E Hively Ave, Elkhart, IN 46517

Thank you for considering Tru-Kote Roofing in this matter.

Regards,

Doug Martin

Memo

To: Members of the Board of Public Safety

From: Kevin Davis, Deputy City Attorney

Date: July 15, 2022

Re: Resolution Authorizing the Issuance of Notice to All Active Members of the Fire Department and Setting the Date, Time, and Place for a Meeting to Elect a Person to the Fire Merit Commission

On November 7, 2016, the City Council established by ordinance a merit system for the Fire Department of the City of Elkhart, which took effect on January 1, 2017.

The Fire Merit Commission has jurisdiction over all hiring, promotion and disciplinary proceedings involving members of the Fire Department. The Commission is comprised of five persons: 2 appointed by the Mayor (one from each political party), 1 appointed by the City Council, and 2 persons elected by the active members of the Fire Department (one from each political party).

Under Ind. Code 36-8-3.5-8, the Board of Public Safety must call a meeting of all active members of the Fire Department to elect a person to serve on the Commission. The Board must give at least three (3) weeks' notice of the meeting to all active members of the department by having the notice posted in prominent locations at the station of the Fire Department and by having the notice read during shift roll calls. The attached Resolution No. 22-R-05 accomplishes this purpose.

I am, therefore, requesting that the Board approve and adopt the Resolution.

Resolution No. 22-R-05

**A Resolution of the Elkhart City Board of Public Safety,
Authorizing the Issuance of Notice to All Active Members of
the Fire Department; And Setting the Date, Time, and Place for
a Meeting to Elect a Person to the Merit Commission of the Fire
Department**

Whereas, on November 7, 2016, the Common Council of the City of Elkhart, Indiana, adopted an ordinance establishing a merit system for the Fire Department pursuant to Ind. Code 36-8-3.5 ("Act"); and

Whereas, on December 6, 2016, a majority of all active members of the Fire Department of the City of Elkhart ("Fire Department") approved the merit system for the Fire Department pursuant to Section 4 of the Act; and

Whereas, the merit system took effect on January 1, 2017 and must be administered by a fire merit commission comprised of five commissioners, two of whom must be elected by all active members of the Fire Department at a meeting called specifically for that purpose by the Board of Public Safety; and

Whereas, the active members elected Commissioner Cary Miller as its representatives on the Fire Merit Commission; and

Whereas, Commissioner Cary Miller's term expires on December 31, 2022, and a majority of all present active members of the Fire Department need to re-elect Commissioner Miller or elect some other person who is affiliated with the Democratic Party to serve on the Fire Merit Commission; and

Whereas, a meeting of the active members of the Fire Department must be convened for the purpose of electing an eligible person affiliated with the Democratic Party to the Fire Merit Commission; and

Whereas, pursuant to Section 8 of the Act, the Board of Public Safety must give at least three (3) weeks' notice to all active members of the Fire Department that a meeting will be held to elect a person to the Fire Merit Commission; and

Whereas, the notice must be given to all active members of the Fire Department by posting it in prominent locations in all stations of the Fire Department and must be read during shift roll calls; and the notice must designate the time, place, and purpose of the meeting;

Now, therefore, be it resolved by the Board of Public Safety of the City of Elkhart, Indiana, that:

1. Pursuant to Section 8 of the Act, the attached notice of meeting to elect a person affiliated with the Democratic Party to the Fire Merit Commission is hereby approved and authorized to be given to all active members of the Fire Department pursuant to the Act.
2. The Fire Chief or designee shall post the notice in prominent places in the station of the Fire Department at least three weeks before the date of the meeting and have the notice read during shift roll calls.
3. Any active member of the Fire Department may nominate a person affiliated with the Democratic Party for the Fire Merit Commission by submitting that person's name, address and telephone number to the Fire Chief by no later than seven (7) days prior to the meeting date shown in the attached notice of meeting.
4. Only active members of the Fire Department may attend the meeting, and at the meeting one of them shall be selected as chairman. A minimum of fifteen (15) active members of the Fire Department shall constitute a quorum and must be present until the chairperson is elected and the voting begins. All voting shall be by secret ballot.
5. Unless stated otherwise herein or in the notice of meeting, the meeting shall be conducted in accordance with Robert's Rules of Order, 12th Edition.

Adopted this _____ of _____, 2022.

Dr. Robert Woods, Chairman

Rev. Charlie Cross, Member

Dr. Kara Boyles, Member

ATTEST:

Nancy Wilson, Clerk

Carol Loshbough, Member

Anthony Coleman, Member

**Notice of Meeting to Elect a Person to the Merit
Commission for the Fire Department of the City of
Elkhart, Indiana**

Notice is hereby given to all active members of the Fire Department of the City of Elkhart, Indiana, ("Fire Department") that on Thursday, November 3, 2022, at 1:00 p.m. (local time) in the Squad Room of the Fire Station, 500 East Street, Elkhart, Indiana, the Elkhart City Board of Public Safety has scheduled a meeting for the purpose of voting to elect a person who is affiliated with the Democratic Party (as party affiliation is determined by the voting records in the Elkhart County Voter Registration Office) to the Merit Commission for the Fire Department. Only active members of the Fire Department may attend the meeting, and at the meeting one of them shall be selected as chairman. A minimum of fifteen (15) active members of the Fire Department shall constitute a quorum and must be present until the chairperson is elected and the voting begins. All voting shall be by secret ballot. Voting will start after the election of the chairperson for the meeting and continue until 4:00 p.m. (local time).

Dated this _____ of _____, 2022.

**BOARD OF PUBLIC SAFETY OF THE
CITY OF ELKHART, INDIANA**

Dr. Robert Woods, Chairman

Rod Roberson
Mayor

Dustin McLain
Department Head



574.293.2175
Fax: 574.970.0561

Elkhart City Communications
135 East Franklin Street
Elkhart, Indiana 46516

Date: August 4, 2022

To: Mayor Rod Roberson
Elkhart City Board of Public Safety
Common Council

From: Dustin McLain, Department Head
Elkhart Communications Center

Re: **July 2022 Month End Report**

We processed 11,004 incoming & outgoing emergency and non-emergency phone calls. This was an increase of 112 calls from July 2021. Below is a summary of the calls we handled in Communications.

CALL SOURCES	911 *This includes Landlines, Wireless, VoIP, TextTTY, and abandoned.* (as reported by ECats State reporting online)	Administrative (non-emergency)	TOTAL
	2,475	8,529	11,004
2021 TOTALS	2,412	8,480	10,892
2020 TOTALS	2,367	8,491	10,858

By shift, we entered 7,347 calls into the CAD, a decrease of 22 calls from July 2021. Below is a breakdown of the call volume by shift.

	POLICE CALLS	FIRE CALLS	OTHER	TOTALS
Day Shift	2002	340	312	2654
Afternoon Shift	2317	351	422	3090
Midnight Shift	1218	203	182	1603
All Shifts	5537	894	916	7,347
2021 TOTALS	5888	855	626	7,369
2020 TOTALS	5891	832	643	7,366

*Other Calls refers to calls made to communications that either required a response by other departments, such as Parks Dept., Street Dept., etc. This also includes calls that are dispatched out as attempts to locate, repossessions and/or private impounds.

OTHER BUSINESS

- For the month of July 2022 we handled 58 AUDIO REQUESTS for the Prosecutor's Office and Police Dept. We provided 14 (FOIA) Public Records Requests to individuals.
-

Rod Roberson
Mayor

Dustin McLain
Elkhart City Communications
Department Head



Phone: 574.293.2175
Fax: 574.294.5530

135 East Franklin Street
Elkhart, Indiana 46516

July 27th, 2022

Jessica Cenko
51706 Westgate Dr
Granger, IN 46530

**City of Elkhart Board of Safety
Conditional Offer of Employment**

Dear Jessica,

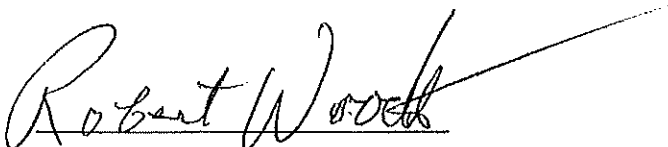
The Board of Public Safety of the City of Elkhart wishes to thank you for your interest in our Communications Department. Recently, you completed a testing process resulting in an interview with the administration of the Elkhart City Communications Department.

We are pleased to inform you that you have successfully completed the processes thus far; therefore, the Board of Public Safety of the City of Elkhart, Indiana hereby grants you a conditional offer of employment as a member of the Elkhart City Communications Department. This offer of employment is conditioned upon your satisfaction of the following terms and will be withdrawn if you do not meet both requirements.

1. You must meet satisfactory standards resulting from a Truth Verification Exam administrated by an Elkhart Police Department Certified Truth Verification Operator.
2. The City of Elkhart is a Drug Free Workplace. Therefore, a successful pre-employment drug screen is required.

The Board of Safety thanks you for your commitment to our community. We look forward to having you as a member of the City of Elkhart Communications Department.

CITY OF ELKHART
BOARD OF PUBLIC SAFETY



Rod Roberson
Mayor

Dustin McLain
Elkhart City Communications
Department Head



Phone: 574.293.2175
Fax: 574.294.5530

135 East Franklin Street
Elkhart, Indiana 46516

July 27th, 2022

Jane Carswell
3329 Baypointe Dr, Apt 1B
Elkhart, IN 46514

**City of Elkhart Board of Safety
Conditional Offer of Employment**

Dear Jane,

The Board of Public Safety of the City of Elkhart wishes to thank you for your interest in our Communications Department. Recently, you completed a testing process resulting in an interview with the administration of the Elkhart City Communications Department.

We are pleased to inform you that you have successfully completed the processes thus far; therefore, the Board of Public Safety of the City of Elkhart, Indiana hereby grants you a conditional offer of employment as a member of the Elkhart City Communications Department. This offer of employment is conditioned upon your satisfaction of the following terms and will be withdrawn if you do not meet both requirements.

1. You must meet satisfactory standards resulting from a Truth Verification Exam administered by an Elkhart Police Department Certified Truth Verification Operator.
2. The City of Elkhart is a Drug Free Workplace. Therefore, a successful pre-employment drug screen is required.

The Board of Safety thanks you for your commitment to our community. We look forward to having you as a member of the City of Elkhart Communications Department.

CITY OF ELKHART
BOARD OF PUBLIC SAFETY



Building Dept Monthly Report - 2022

June Inspections

		Commercial	Residential	Commercial Violations	Residential Violations	Commercial Abated	Residential Abated	Totals
Building Inspector	Building	45	35	1	5			80
	Electrical							0
	Mechanical							0
	Plumbing							0
	Fire							0
Mechanical Inspector	Building		5					5
	Electrical							0
	Mechanical	36	29					65
	Plumbing							0
	Fire							0
Plumbing Inspector	Building	2	1					3
	Electrical							0
	Mechanical							0
	Plumbing	34	19	1				53
	Fire		1					1
Electrical Inspector	Building							0
	Electrical	36	27					63
	Mechanical							0
	Plumbing							0
	Fire							0
Totals		153	117	2	5	0	0	270

Building Permits By Category

Building Permit Category		Number of Permits	Value	Average Value	Permit Fees
Residential New		3	\$1,060,000.00	\$353,333.33	\$624.00
Residential Alteration/Addition		65	\$909,933.00	\$13,998.97	\$3,142.00
Commercial New		2	\$4,250,000.00	n/a	\$3,550.00
Commercial Alteration/Addition		22	\$2,567,734.00	\$2,125,000.00	\$3,290.00
Manufactured House Set-up		0	\$0.00	n/a	\$0.00
Fire Suppression Systems		1	\$16,885.00	\$16,885.00	\$120.00
Storage Tank Install/Removal		0	\$0.00	n/a	\$0.00
Building Demolition/Move		1	\$15,000.00	\$15,000.00	\$40.00
Swimming Pool Install		3	\$3,000.00	\$1,000.00	\$120.00
Res/Com Accessory Structures		6	\$42,500.00	\$7,083.33	\$200.00
Canopies, Tents, Other.		2	\$4,500.00	No Value	\$80.00

Building Permits Issued	105	\$8,869,552.00	\$11,166.00
Electrical Permits Issued	36		\$2,920.00
Mechanical Permits Issued	47		\$3,275.00
Plumbing Permits Issued	17		\$1,380.00
Total Permits Issued	205		

Total Permit Fees Collected

\$18,741.00

Code Enforcement Report

	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	Total
Building Maint. Ltr 1			28	19	14	14							75
Building Maint Ltr 2			2	0	0	5							7
Building Maint Extension			3	0	4	12							19
Building Maint OTA			0	1	0	0							1
Building Maint Referral			0	0	1	0							1
Trash Ltr 1			50	55	32	54							191
Trash Ltr 2			4	2	3	1							10
Trash Insp A			351	262	179	244							1036
Trash Extension			15	23	5	8							51
Trash Referral			34	22	21	34							111
Ticket Issued			0	0	1	5							6
Ticket Deferred			0	0	0	0							0
Other Ltr 1			1	2	0	2							5
Other Referral			34	36	8	24							102
Other General Info			4	3	1	2							10
Grass & Weeds Ltr 1			0	27	433	247							707
Grass & Weeds Referral			0	0	74	78							152
Grass & Weeds Extension			0	0	0	1							1
No Permit Ltr 1			6	1	0	1							8
No Permit Ltr 2			0	0	0	0							0
No Permit Extension			1	0	1	0							2
No Permit Genral Info			0	0	0	0							0
Posted Unfit			1	0	0	1							2
Vacant			1	0	4	0							5
Total	0	0	535	453	781	733	0	0	0	0	0	0	0

Date: June, 2022

CODE OFFICER	INCIDENTS	ACTIVE	CLOSED	TICKETS	FINE AMOUNT	NOTES
TRENT AVANCE	106	10	96	4	\$400.00	
BRUCE ANGLEMYER	124	34	90	0	\$0.00	
MAYFIELD TIMMONS	180	29	151	1	\$100.00	
KEN HUNT	124	36	88	0	\$0.00	
MONEY COLLECTED (UNSAFE FUND)					\$ 1,245.50	
Total	534	109	425	5	\$500.00	

POLICE MERIT COMMISSION
Monday, June 27, 2022

President Jim Rieckhoff called a regular meeting of the Police Merit Commission to order at 9:00 a.m., Monday, June 27, 2022. Clerk of the Commission Nancy Wilson called the role. Commissioners Brad Billings, Clifton Hildreth and Thomas Barber attended in person. Jean Mayes attended on WebEx.

1. APPROVE AGENDA

On motion Brad Billings, seconded by Cliff Hildreth and carried 5-0, the agenda was approved as presented.

2. APPROVE MINUTES- Regular Meeting May 23, 2022

On motion by Clifton Hildreth, seconded by Brad Billings and carried 5-0, the Minutes from May 23, 2022 were approved.

3. POLICE DEPARTMENT

Chief Seymore presented change of status time and grade promotions for Ptl. Nathanael Toth, Ptl. Seth Youngblood, Ptl. Bryce Moore, Ptl. Gavin Headley, Ptl. Kristopher Kreager, & Ptl. Derek Heign. Jim Rieckhoff received the communication and placed it on file.

Chief Seymore presented a resignation for Cpl. Christopher Bella effective June 11, 2022. He served the citizens of Elkhart for 16 years. On motion by Jean Mayes, seconded by Cliff Hildreth and carried 5-0, the Police Merit Commission approved the resignation of Cpl. Christopher Bella.

Chief Seymore presented a retirement for Lt. Michael Stuff effective May 31, 2022. Lt. Stuff was hired on February 14, 1995 and upon his retirement served the EPD and the citizens of Elkhart over 27 years. He held various ranks including Assistant Chief and Captain, and spent his last years in the Criminal Investigation Division. He was an asset to the EPD and the Elkhart community. On motion by Brad Billings, seconded by Cliff Hildreth and carried 5-0, the Police Merit Commission accepted the retirement of Lt. Michael Stuff effective May 31, 2022.


Chief Seymore presented a change of status promotion for Cpl. Drew Neese to Sergeant effective June 13, 2022. On motion by Brad Billings, seconded by Thomas Barber and carried 5-0, the Police Merit Commission promoted Cpl. Drew Neese to Sergeant effective June 13, 2022. He will have a six-month probationary period.

Chief Seymore presented a change of status promotion for Cpl. Seth Watkins to Sergeant effective June 13, 2022. On motion by Jean Mayes, seconded by Brad Billings and carried 5-0, the Police Merit Commission promoted Cpl. Seth Watkins to Sergeant effective June 13, 2022. He will have a six-month probationary period.

4. ADJOURNMENT

On motion by Cliff Hildreth, seconded by Thomas Barber and carried 5-0, the City of Elkhart, Indiana Police Merit Commission was adjourned at 9:11 a.m.

 James Rieckhoff, President

Attest:  Clifton Hildreth, Secretary

FIRE MERIT COMMISSION
Monday, June 13, 2022

President Mandy Leazenby called a regular meeting of the Fire Merit Commission (FMC) to order at 3:30 p.m., Monday, June 13, 2022. Clerk Nancy Wilson called the role. Commissioners Mandy Leazenby, Jim Rodino, Doug Bowlby and Cary Miller were present. Rev. Stewart was absent.

1. AGENDA

On motion by Doug Bowlby, seconded by Jim Rodino and carried 4-0, the agenda was approved as presented.

2. APPROVE MINUTES- Regular Meeting May 23, 2022

On motion by Cary Miller, seconded by Jim Rodino and carried 4-0, the Minutes from May 23, 2022 were approved.

3. FIRE DEPARTMENT

Division Chief Cushwa presented a promotion request for Captain Scott Smeltzer to Asst. Battalion Chief. Captain Smeltzer has met all of the necessary testing to ascend to this rank. The promotion will be effective June 14, 2022, and the roles and responsibilities of the promotion will be assumed on June 14, 2022. On motion by Cary Miller, seconded by Doug Bowlby and carried 4-0, Scott Smeltzer was promoted to Assistant Battalion Chief. Retired Chief Turnock pinned the new rank on Chief Smeltzer.

Division Chief Cushwa presented a promotion for Firefighter James Ennis to Medic Driver/Operator. Firefighter Ennis has met all of the necessary requirements to ascend to this rank. The promotion will be effective June 14, 2022, and the roles and responsibilities of the promotion will be assumed on June 14, 2022. On motion by Doug Bowlby, seconded by Cary Miller and carried 4-0, James Ennis was promoted to Medic Driver/ Operator effective June 14, 2022.

Division Chief Cushwa presented a promotion for Firefighter Nicholas Grimm to Suppression Driver/Operator. Firefighter Grimm has met all of the necessary requirements to ascend to this rank. The promotion will be effective June 14, 2022, and the roles and responsibilities of the promotion will be assumed on June 14, 2022. On motion by Jim Rodino, seconded by Cary Miller and carried 4-0, Nicholas Grimm was promoted to Suppression Driver/ Operator effective June 14, 2022.

Division Chief Cushwa presented a promotion for Firefighter Matthew Clayton to Suppression Driver/Operator. Firefighter Clayton has met all of the necessary requirements to ascend to this rank. The promotion will be effective June 14, 2022, and the roles and responsibilities of the promotion will be assumed on June 14, 2022. On motion by Doug Bowlby, seconded by Jim Rodino and carried 4-0, Matthew Clayton was promoted to Suppression Driver/ Operator effective June 14, 2022.

The Commission took a brief recess for family photos.

Division Chief Cushwa presented a promotion for Firefighter Brandon Holt to Suppression Driver/Operator. Firefighter Holt has met all of the necessary requirements to ascend to this rank. The promotion will be effective June 14, 2022, and the roles and responsibilities of the promotion will be assumed on June 14, 2022.

FIRE MERIT COMMISSION
Monday, June 13, 2022

On motion by Doug Bowlby, seconded by Jim Rodino and carried 4-0, Brandon Holt was promoted to Suppression Driver/ Operator effective June 14, 2022.

4. ADJOURNMENT

On motion by Cary Miller, seconded by Jim Rodino and carried 4-0, the City of Elkhart, Indiana Fire Merit Commission was adjourned 3:14 p.m.



Mandy Leazenby, President

Attest: 

Cary Miller, Secretary

BOARD OF PUBLIC SAFETY
Grievance Hearing Format

1. GRIEVANT'S OPENING STATEMENT – Grievant may be represented by a lawyer, a union official, or may represent him/herself; but only one person shall be designated and permitted to speak.
2. MANAGEMENT'S OPENING STATEMENT – Management generally will be represented by the City Attorney; but only one person shall be designated and permitted to speak.
3. GRIEVANT'S CASE-IN-CHIEF (WITNESS/EXHIBITS)
 - Witness sworn-in
 - Direct Examination of Witness by Grievant
 - Cross-Examination of Witness by Management
 - Re-direct Examination by Grievant, if needed
 - Re-cross Examination by Management, if needed
 - Board given opportunity to ask questionsNext witness, if needed, sworn-in and repeat above sequence
 - Grievant rests his/her case
4. MANAGEMENT'S CASE-IN-CHIEF
 - Witness sworn-in
 - Direct Examination of witness by Management
 - Cross-Examination of witness by Grievant
 - Re-direct Examination, if needed
 - Re-cross Examination, if needed
 - Board given opportunity to ask questionsNext witness, if needed, sworn-in and repeat above sequence
 - Management rest his/her case
5. GRIEVANT'S FINAL ARGUMENT (MAXIMUM OF 5 MINUTES)
6. MANAGEMENT'S FINAL ARGUMENT (MAXIMUM OF 5 MINUTES)
7. BOARD DISCUSSES CASE AND VOTES ON A DECISION

In the rare event of any overly complicated case, the Board may request the parties submit proposed written findings of fact. The Board may then take the matter under advisement and adjourn to reconvene on another date to adopt written findings of fact, which would include the Board's final decision.
8. ADJOURNMENT