

**AGENDA**  
**BOARD OF PUBLIC SAFETY**  
**Tuesday, June 13, 2023**

**9:00 A.M.**

**Council Chambers**

**Municipal Building, 229 S. Second Street, Elkhart, IN 46516**

<https://coei.webex.com/coei/j.php?MTID=mc15c7e11418fb85440b43b5e7cbe7e01>

1-415-655-0001 Meeting number 2315 534 4381

Password Safety23

- 1. ROLL CALL**
- 2. APPROVE AGENDA**
- 3. APPROVE MINUTES: Regular Meeting May 23, 2023**
- 4. POLICE DEPARTMENT**  
**Commendations- Cpl. Cody Skipper, Sgt. Jason Ray, Detective Casey Claeys, Lt. Daniel Mayer, Captain Denise Houser**
- 5. FIRE DEPARTMENT**
  - **Contract with Brycer, LLC**
  - **MOU: Procedure for Timestamping Calls for Holdover**
  - **Notification of Newly Hired Firefighters**
- 6. COMMUNICATIONS CENTER**
  - **May 2023 Month End Report**
- 7. BUILDING AND CODE ENFORCEMENT**
  - **April 2023 Month End Report**
- 8. OTHER PUBLIC SAFETY MATTERS**
  - **Set Grievance Hearing Date for FF Thomas Rohrer**
- 9. PUBLIC PARTICIPATION**
- 10. HEARING: Administrative Leave- FF Holly Reed**
- 11. ADJOURNMENT**

## BOARD OF PUBLIC SAFETY

Tuesday, May 23, 2023

Chairman Robert Woods called a regular meeting of the Board of Public Safety to order at 9:00 a.m., Tuesday, May 23, 2023. Clerk Nancy Wilson called the roll. Robert Woods, Carol Loshbough, Kara Boyles, and Willie Brown were present. Anthony Coleman was absent. Proxy Tim Reecer was present.

### 1. APPROVE AGENDA

On motion by Carol Loshbough, seconded by Willie Brown and carried 5-0, the agenda was approved as presented.

### 2. MINUTES- Regular Meeting May 9, 2023

On motion by Willie Brown, seconded by Carol Loshbough and carried 5-0, the minutes from May 9, 2023 were approved as presented.

### 3. OPEN BIDS-#23-01 Police Utility Vehicles

Proof of Publication was presented which appeared in the Elkhart Truth on April 29 and May 6, 2023.

One bid was submitted from Brannon Motor Company for \$48,600.00 each. With an extended warrant the bid is \$49,600.00. The bid is for purchasing five Ford Police units. The total bid is \$298,000.00. On motion by Carol Loshbough, seconded by Willie Brown and carried 5-0, the bid was assigned to staff to review and report back at a later meeting. Funding for the cars will also be discussed at that time.

### 4. POLICE

#### Policy 703 Vehicle Use

Chief Dan Milanese presented Policy 703 Vehicle Use for approval. It was approved by City Legal and the FOP Union. Chief Milanese went over the changes with the Board. On motion by Carol Loshbough, seconded by Kara Boyles and carried 5-0, the Board approved Policy 703 Vehicle Use.

#### Policy 802 Evidence Unit

Chief Dan Milanese presented Policy 802 Evidence Unit for approval. It was approved by City Legal and the FOP Union. Chief Milanese went over the changes with the Board. On motion by Carol Loshbough, seconded by Willie Brown and carried 5-0, the Board approved Policy 802 Evidence Unit.

#### Medical Leave Update- Cpl. Windmiller

On motion by Carol Loshbough, seconded by Willie Brown and carried 5-0, the Board approved the changes to the medical leave for Cpl. Windmiller. The start date should have been November 7, 2022 and the leave went through May 7, 2023.

On motion by Carol Loshbough, seconded by Willie Brown and carried 5-0, the Board acknowledged that Cpl. Windmiller returned to work on light duty May 7, 2023.

#### Notifications

Chief Milanese notified the Board Denise Houser was promoted to Captain in Criminal Investigation Division.

Chief Milanese notified the Board about a commendation given to Detective Casey Claeys for a robbery. The citizen involved contacted the department and said, "I was one of four people mugged on October 21, 2021 in downtown Elkhart... Thanks to his (Sgt. Ray's) efforts and those of Detective Claeys, the suspect was apprehended within a week of the incident. Last week the perpetrator was



## BOARD OF PUBLIC SAFETY

Tuesday, May 23, 2023

sentenced to 50 years in prison for the robberies, which is a testament to the excellent police work done by Officers Ray and Claeys...Thank you for your hard work and dedication as you have made such a difference in this citizen's life."

Carol told the Chief the he and the Mayor did a wonderful job with the Memorial Service. It was very moving and very well done.

### 5. FIRE

#### Administrative Leave- FF Holly Reed

Chief Edgerton presented a request to place FF Holly Reed on unpaid administrative leave. On motion by Carol Loshbough, seconded by Willie Brown and carried 5-0, the Board placed FF Holly Reed on unpaid administrative leave effective June 7, 2023.

### 6. COMMUNICATIONS

On motion by Carol Loshbough, seconded by Willie Brown and carried 5-0, the Board accepted and placed on file the April 2023 Month End Report.

### 7. Fire

#### Administrative Leave FF Holly Reed

Chief Edgerton brought it to the Board's attention that a hearing needed to be set for the Administrative Leave of Holly Reed. City Attorney Rose Rivera explained the Law allows them the right to a hearing. On motion by Carol Loshbough, seconded by Tim Reecer and carried 5-0, the Board set a Hearing for FF Holly Reid's Unpaid Administrative Leave on June 13, 2023 at 9:00 a.m.

### 8. BUILDING AND CODE ENFORCEMENT

The Building Commissioner was not present.

### 9. OTHER PUBLIC SAFETY MATTERS

#### Police & Fire Merit Commission Minutes

On motion by Carol Loshbough, seconded by Willie Brown and carried 5-0, The Police and Fire Merit Commission minutes were accepted and placed on file.

### 10. GRIEVANCE HEARING: IAFF Local #338 for FF Melvin Taylor

Jason Gour IAFF Local #338 President gave the Grievant, FF Melvin Taylor's Opening Statement.

Wayne Belock, Human Resource Director, gave Management's Opening Statement.

Dustin Flagg called Chief Shaun Edgerton as a witness for direct examination. Exhibits were entered into the record. At the conclusion of the questioning period, Board members Carol Loshbough, Robert Woods and Willie Brown asked questions.

Wayne Belock called Chief Shaun Edgerton as a witness for direct examination. Dustin Flagg and Josh Cuthbert cross examined the Chief. At the conclusion of the examination, Board members Carol Loshbough, Willie Brown, Robert Woods, and Tim Reecer asked questions.

Jason Gour gave final arguments. Wayne Belock waived final arguments.

The Board discussed and deliberated. A motion was made by Carol Loshbough that we compensate FF Melvin Taylor for his time because he was notified after 6:15 a.m., and a system will be in place immediately where individuals will have clear knowledge of when they have been accepted and are staying, so we

BOARD OF PUBLIC SAFETY

Tuesday, May 23, 2023

don't have this time discrepancy any more, however, we do not uphold the issue of going backwards in time and continuing the incorrect practice of compensating for any holdover time regardless of the time of notification. The motion failed for lack of a second.

A motion was made by Kara Boyles and seconded by Tim Reecer to not sustain the grievance for FF Melvin Taylor. On motion by Kara Boyles, seconded by Tim Reecer and carried, the motion was amended to not sustain the grievance, and bring the Board a recommended policy that documents the time of day stamp for premium pay going forward. On motion by Carol Loshbough, seconded by Tim Reecer and carried 5-0, the amended motion carried. The Grievance for FF Melvin Taylor was denied.

11. ADJOURNMENT

Robert Woods adjourned the Board of Public Safety meeting at 10:58 a.m.

\_\_\_\_\_ Robert Woods, Chairman

Attest: \_\_\_\_\_ Nancy Wilson, Clerk of the Board



## COMMENDATION



TO: Cpl Cody Skipper #401  
FROM: Administration  
DATE: April 26, 2023  
RE: Commendation/Pinewood School

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The Elkhart Police Administration was made aware of your actions during the following event and we wish to personally commend and recognize you for your outstanding police work and your dedicated service to the Elkhart Community:

*On 04/14/2023 an Elkhart Citizen called into the Sergeant's Office and stated that he wanted to commend Cpl. Cody Skipper for his handling of a call of a child with PTSD at Pinewood Elementary School. Cpl. Skipper identified the child's emotional state and gave him physical distance and disregarded other officers from coming on scene to avoid aggravating the situation. The citizen was impressed with the way that Cpl. Skipper read the situation and handled the call. Cpl. Skipper has always been very active in the schools regardless of his assignment. Thank you for all you do and keep up the good work.*

This letter of commendation is in recognition in the manner in which you handled this case and brought quick resolution.

Your actions reflect highly upon the Elkhart Police Department and the law enforcement profession. We are proud to recognize you for your exceptional police work.

Congratulations!

Respectfully,



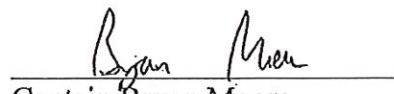
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Chief Dan Milanese



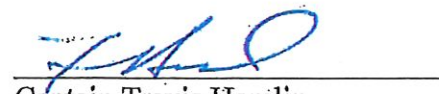
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Assistant Chief Andrew Whitmyer



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Captain Bryan Moore



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Captain Travis Hamlin



## COMMENDATION



TO: Sergeant Jason Ray #383  
FROM: Administration  
DATE: April 20, 2023  
RE: Robbery

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The Elkhart Police Administration was made aware of your actions during the following event and we wish to personally commend and recognize you for your outstanding police work and your dedicated service to the Elkhart Community:

*Sgt Ray, along with Detective Casey Claeys, brought to justice a suspect who committed several consecutive robberies on October 29, 2021. One of the victims was so impressed with the actions of Sergeant Ray that she contacted us with her experience.*

*"I am writing to commend Officer Jason Ray on his outstanding work in assisting me after I was one of four people mugged on October 29, 2021 in downtown Elkhart....Thanks to his efforts and those of Detective Claeys, the suspect was apprehended within a week of the incident. Last week the perpetrator was sentenced to 50 years in prison for the robberies, which is a testament to the excellent police work done by Officers Ray and Claeys. Although I have not been a fan of the Elkhart Police Department in the past, I have to say I am extremely grateful for the level of care and attention that Officer Ray provided me during this difficult time. His professionalism and dedication to his job are truly commendable, and I believe that he deserves recognition for his excellent work....Thank you for your hard work and dedication as you have made such a difference in this citizen's life."*

This letter of commendation is in recognition in the manner in which you handled this case and brought quick resolution and justice to those affected by this crime.

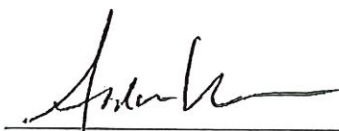
Your actions reflect highly upon the Elkhart Police Department and the law enforcement profession. We are proud to recognize you for your exceptional police work.

Congratulations!

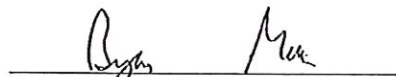
Respectfully,

A handwritten signature in black ink, appearing to read "D. Milanese", written over a horizontal line.

Chief Dan Milanese

A handwritten signature in black ink, appearing to read "Andrew Whitmyer", written over a horizontal line.

Assistant Chief Andrew Whitmyer

A handwritten signature in black ink, appearing to read "Bryan Moore", written over a horizontal line.

Captain Bryan Moore

A handwritten signature in blue ink, appearing to read "Travis Hamlin", written over a horizontal line.

Captain Travis Hamlin



## COMMENDATION



TO: Detective Casey Claeys #449

FROM: Administration

DATE: April 20, 2023

RE: Robbery

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The Elkhart Police Administration was made aware of your actions during the following event and we wish to personally commend and recognize you for your outstanding police work and your dedicated service to the Elkhart Community:

*Detective Claeys, along with Sgt Jason Ray, brought to justice a suspect who committed several consecutive robberies on October 29, 2021. One of the victims was so impressed with the actions of Detective Claeys that she contacted us with her experience.*

*"...I was one of four people mugged on October 29, 2021 in downtown Elkhart....Thanks to his (Sgt Ray's) efforts and those of Detective Claeys, the suspect was apprehended within a week of the incident. Last week the perpetrator was sentenced to 50 years in prison for the robberies, which is a testament to the excellent police work done by Officers Ray and Claeys....Thank you for your hard work and dedication as you have made such a difference in this citizen's life."*

This letter of commendation is in recognition in the manner in which you handled this case and brought quick resolution and justice to those affected by this crime.

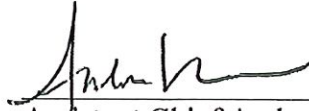
Your actions reflect highly upon the Elkhart Police Department and the law enforcement profession. We are proud to recognize you for your exceptional police work.

Congratulations!

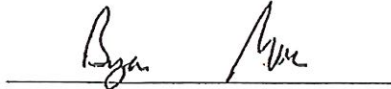
Respectfully,

A handwritten signature in black ink, appearing to read 'D. Milanese', written over a horizontal line.

Chief Dan Milanese

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Assistant Chief Andrew Whitmyer

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Captain Bryan Moore

A handwritten signature in blue ink, appearing to read 'Travis Hamlin', written over a horizontal line.

Captain Travis Hamlin



## COMMENDATION



TO: Lieutenant Daniel Mayer #413

FROM: Administration

DATE: May 31, 2023

RE: Testimony

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The Elkhart Police Department wants to recognize you and Capt. Houser in reference to your exceptional performance during a recent homicide trial. At the conclusion of the trial an Elkhart County Prosecutors spoke with jurors involved. The jurors commented that both you and Capt. Houser performed exceptionally well during their initial response to the scene and during trial. The Elkhart Police Department recognizes the importance of every aspect of law enforcement including the initial response to violent scenes to the conviction of violent offenders. The Elkhart Police Department and community members want to thank you and Capt. Houser for your excellent work in this case.

Job Well Done!

Respectfully,

A handwritten signature in black ink, appearing to read 'Dan Milanese', written over a horizontal line.

Chief Dan Milanese

A handwritten signature in blue ink, appearing to read 'Andrew Whitmyer', written over a horizontal line.

Assistant Chief Andrew Whitmyer

A handwritten signature in black ink, appearing to read 'Bryan Moore', written over a horizontal line.

Captain Bryan Moore

A handwritten signature in blue ink, appearing to read 'Travis Hamlin', written over a horizontal line.

Captain Travis Hamlin

A handwritten signature in black ink, appearing to read 'Capt. Denise Houser #386', written over a horizontal line.

Captain Denise Houser

## COMMENDATION



TO: Captain Denise Houser #386

FROM: Administration

DATE: May 31, 2023

RE: Testimony

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The Elkhart Police Department wants to recognize you and Lt. Mayer in reference your exceptional performance during a recent homicide trial. At the conclusion of the trial an Elkhart County Prosecutors spoke with jurors involved. The jurors commented that both you and Lt. Mayer performed exceptionally well during their initial response to the scene and during trial. The Elkhart Police Department recognizes the importance of every aspect of law enforcement including the initial response to violent scenes to the conviction of violent offenders. The Elkhart Police Department and community members want to thank you and Lt. Mayer for your excellent work in this case.

Job Well Done!

Respectfully,

  
Chief Dan Milanese

  
Assistant Chief Andrew Whitmyer

  
Captain Bryan Moore

  
Captain Travis Hamlin





06/07/2023

Rod Roberson  
Mayor

City of Elkhart Board of Safety  
229 S. Second St.  
Elkhart, IN 46516

Shaun Edgerton  
Fire Chief

Rodney Dale  
Assistant Fire Chief

Kristi Sommer  
Assistant Fire Chief

Fire Department  
500 East Street  
Elkhart, Indiana 46516

Phone: (574) 293-8931  
Fax: (574) 522-1023

Email:  
fire@elkhartfire.org

Members,

Attached you will find a contract between the Elkhart Fire Department and BRYCER LLC. This company will serve as a data collection point for our organization that monitors required fire protection system compliance and inspections for their clients. There is NO COST associated with this service. Our legal has inspected this document and has given approval to enter into the agreement. I would ask that the board sign this agreement.

Respectfully submitted,

  
Shaun Edgerton  
Fire Chief

**BRYCER, LLC**  
**4355 Weaver Parkway**  
**Suite 230**  
**Warrenville, IL 60555**

June 1, 2023

Elkhart Fire Department  
500 East St,  
Elkhart, IN 46516

**Re:    "The Compliance Engine"**

Dear Elkhart Fire Department:

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, LLC ("Brycer") will provide you, the Elkhart Fire Department ("Client"), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

1.     **Term:** Brycer will provide Client with the Solution for three years, commencing \_\_\_\_\_ (the "Initial Term"). Thereafter, the Parties can agree to renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2.     **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3.     **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:

- **Availability.** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- **Service Level.** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup.** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative,



physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- ***Retention of Information.*** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- ***Notices.*** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- ***Call Center*** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- ***Updates and Enhancements.*** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- ***Operating System.*** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Internet Explorer 11.0, Edge, Firefox version 37, Chrome 40 or Safari 7.1 (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- ***Training.*** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- ***Information.*** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [Elkhart Fire Department] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- ***Enforcement.*** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- ***Reports.*** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.



Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: Walter B. T. 2  
Its: President

Acknowledged and Agreed to this  
\_\_\_ day of \_\_\_, 20\_\_\_:

**[Elkhart Fire Department]**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## Exhibit A

### Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES.** BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all



such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.

16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURT'S LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.



## **Exhibit B**

### **Maintenance Schedule and Minimum Service Levels**

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

**CONTRACTOR'S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT,  
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 \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) §

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 other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding; and

2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local department or agency; and

3. 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.

4. 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

5. 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.

6. 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 5<sup>th</sup> day of June, 2023

BRYCEB, LLC  
Contractor/Bidder (Firm)

Matthew B. Rise  
Signature of Contractor

Matthew B. Rise  
Printed Name and Title





06/07/2023

Rod Roberson  
Mayor

Shaun Edgerton  
Fire Chief

Rodney Dale  
Assistant Fire Chief

Kristi Sommer  
Assistant Fire Chief

Fire Department  
500 East Street  
Elkhart, Indiana 46516

Phone: (574) 293-8931  
Fax: (574) 522-1023

Email:  
fire@elkhartfire.org

City of Elkhart Board of Safety  
229 S. Second St.  
Elkhart, IN 46516

Members,  
Attached you will find a draft of an MOU between the Elkhart Fire Department and Local #338 IAFF, outlining the procedure for timestamping calls for "Holdover". This is a draft only to demonstrate the work is progressing and will be presented to the board upon completion.

Respectfully submitted,

Shaun Edgerton  
Fire Chief

## Memorandum of Understanding (MOU)

Subject: Timestamping Holdover phone calls and Premium Pay for Holdover.

This Memorandum of Understanding (MOU) is made and entered into on this \_\_\_ day of \_\_\_\_\_, 2023 (effective Date), by and between:

Elkhart Fire Department (City of Elkhart)  
500 East St.  
Elkhart, IN  
("The Department")

AND

IAFF Local #338  
("The Association")

Background: The Department and the Association recognize the need for efficient communication and fair compensation for firefighters regarding holdover phone calls and late call responses. Therefore, this MOU aims to establish a system to timestamp holdover phone calls by text message and provide premium pay to firefighters who receive phone calls after 6:15 am.

### Terms and Conditions:

1. Holdover Phone Call Timestamping: (a.) The Department shall implement a system to timestamp all holdover phone calls received or unanswered by firefighters. (b.) The timestamping system shall be through text message, ensuring a clear and verifiable record of each holdover call's time of receipt and initiation. (c.) The Department shall promptly provide a text message notification to the respective firefighter's designated contact number for all holdover phone calls.
2. Premium Pay for Late Calls: (a.) Any firefighter who receives a calls after 6:15 am, (holdover), shall be entitled to receive premium pay for the accepted hours of that call. (b.) The premium pay rate shall be mutually agreed upon between the Department and the Association and shall be specified in a separate compensation schedule or agreement (Current contract between Local #338 and the COE). (c.) The premium pay shall be in addition to the regular compensation and benefits of the firefighter.

3. Reporting and Disputes: (a.) The Department shall maintain accurate records of all holdover phone calls, including timestamps and related details. (b.) In the event of a dispute regarding the timestamping or premium pay, the affected firefighter or the Association may submit a written complaint or request for resolution to the Department's designated representative. (c.) The Parties shall engage in good faith discussions to resolve any disputes or concerns arising from the implementation or interpretation of this MOU.
4. Duration and Amendment: (a.) This MOU shall become effective on the Effective Date and remain in force until [specific date or duration]. (b.) Any amendments or modifications to this MOU shall be made in writing and require the mutual agreement of the Parties.
5. Entire Agreement: This MOU constitutes the entire agreement between the Department and the Association concerning the timestamping of holdover phone calls and premium pay. It supersedes any prior understandings or agreements, whether written or oral, relating to the same subject matter.

Signatures:

Name:

Title:

Elkhart Fire Department

Name:

Title:

IAFF Local #338





06/06/2023

Rod Roberson  
Mayor

City of Elkhart Board of Safety  
229 S. Second St.  
Elkhart, IN 46516

Shaun Edgerton  
Fire Chief

Rodney Dale  
Assistant Fire Chief

Members,

Kristi Sommer  
Assistant Fire Chief

Below are listed the names of the six (6) new hires for the Elkhart Fire Department.

Fire Department  
500 East Street  
Elkhart, Indiana 46516

Casey Jonson  
Quinto Svetnoff  
Chris Schelle  
William Deras-Rodriguez  
Keion Johnson  
Zach Hoetger

Phone: (574) 293-8931  
Fax: (574) 522-1023

Email:  
fire@elkhartfire.org

Each has been selected and passed all necessary testing and been approved by the  
State of Indiana Firefighter pension board.

Respectfully,

  
Shaun Edgerton  
Chief

Rod Roberson  
Mayor

Dustin McLain  
Department Head



574.293.2175  
Fax: 574.294.5530

Elkhart City Communications  
135 E Franklin Street  
Elkhart, IN 46516

Date: June 8, 2023

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

From: Dustin McLain, Department Head  
Elkhart Communications Center

Re: **May 2023 Month End Report**

We processed 10,436 incoming & outgoing emergency and non-emergency phone calls. This was an increase of 759 calls from May 2022. 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)	<b>TOTAL</b>
	2545	7891	10,436
2022 TOTALS	2385	7292	9677
2021 TOTALS	2,438	8165	10603

By shift, we entered 7,811 calls into the CAD, an increase of 728 calls from May 2022. Below is a breakdown of the call volume by shift.

	POLICE CALLS	FIRE CALLS	OTHER	<b>TOTALS</b>
Day Shift	2286	379	288	2953
Afternoon Shift	2298	380	442	3120
Midnight Shift	1417	180	141	1738
<b>All Shifts</b>	<b>6001</b>	<b>939</b>	<b>871</b>	<b>7811</b>
2022 TOTALS	5481	874	728	7083
2021 TOTALS	5856	810	690	7356

\*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.

Rod Roberson  
*Mayor*

Dustin McLain  
*Department Head*



574.293.2175  
Fax: 574.294.5530

Elkhart City Communications  
135 E Franklin Street  
Elkhart, IN 46516

**OTHER BUSINESS**

- For the month of May 2023 we handled 48 AUDIO REQUESTS for the Prosecutor's Office and Police Dept. We provided 6 (FOIA) Public Records Requests to individuals.



# BUILDING DEPARTMENT MONTHLY REPORT

## April 2023 Inspections

		Commercial	Residential	Commercial Violations	Residential Violations	Commercial Abated	Residential Abated	Total Inspections
Building Inspector	Building	30	52					82
	Electrical							0
	Mechanical							0
	Plumbing							0
	Fire							0
Electrical Inspector	Building		1					1
	Electrical	28	17					45
	Mechanical							0
	Plumbing							0
	Fire							0
Mechanical Inspector	Building	4	3					7
	Electrical	1	1					2
	Mechanical	17	12					29
	Plumbing		2					2
	Fire							0
Plumbing Inspector	Building	2	1					3
	Electrical							0
	Mechanical		2					2
	Plumbing	17	22					39
	Fire							0
<b>Totals</b>		<b>99</b>	<b>113</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>212</b>

## April 2023 Permits

Building Permit Category:	# of Permits	Estimated Value of Work	Average Value of Work	Permit Fees
Residential New	4	\$ 800,000.00	\$ 200,000.00	\$ 670.00
Residential Alteration/Addition	56	\$ 706,964.00	\$ 12,624.36	\$ 2,612.00
Commercial New	0	\$ -	#DIV/0!	\$ -
Commercial Alteration/Addition	40	\$ 4,082,938.00	\$ 102,073.45	\$ 5,021.00
Manufactured House Set-up	0	\$ -	#DIV/0!	\$ -
Fire Suppression System	2	\$ 108,785.00	\$ 54,392.50	\$ 120.00
Storage Tank Install/Removal	0	\$ -	#DIV/0!	\$ -
Building Demolition/Move	7	\$ 74,752.00	\$ 10,678.86	\$ 280.00
Swimming Pool Install	0	\$ -	#DIV/0!	\$ -
All Accessory Structures	7	\$ 63,332.00	\$ 9,047.43	\$ 333.00
Canopies, Tents, Other	0	\$ -	#DIV/0!	\$ -
Building Permits Issued	116	\$ 5,836,771.00		\$ 9,036.00
Electrical Permits Issued	37			\$ 3,120.00
Mechanical Permits Issued	25			\$ 1,995.00
Plumbing Permits Issued	15			\$ 1,105.00
<b>Total Permits Issued</b>	<b>193</b>	<b>Total Permit Fees Collected</b>		<b>\$ 15,256.00</b>



## Code Enforcement Report

Incidents & Tasks	JAN	FEB	MAR	APR
Abandoned Veh Ltr1	0	0	6	11
Abandoned Veh Ltr2	0	0	6	4
Abandoned Veh Extension	0	0	1	4
Abandoned Veh General Info	0	0	15	6
Building Maint. Ltr 1	17	12	34	25
Building Maint. Ltr 2	3	1	2	1
Building Maint. Boardup Ltr 1	0	2	2	1
Building Maint. Extension	12	9	12	8
Building Maint. General Info	2	12	11	6
Building Maint. OTA Ltr	0	2	0	0
Building Maint Referral	1	0	2	3
Trash Ltr 1	29	49	85	45
Trash Ltr 2	5	2	9	5
Trash General Info	24	3	8	4
Trash Insp A (Trash Postings)	243	219	283	252
Trash Extension	42	26	26	33
Trash Referral	38	31	26	38
Ticket Issued	2	3	11	5
Ticket Deferred	0	0	1	0
Other Extension	1	1	2	5
Other Ltr 1	1	1	12	3
Other Ltr 2	0	0	0	0
Other Referral	18	14	17	75
Other General Info	23	1	4	13
Grass & Weeds Ltr 1	0	0	0	11
Grass & Weeds Referral	0	0	0	0
Grass & Weeds Extension	0	0	0	0
No Permit Ltr 1	4	4	2	1
No Permit Ltr 2	0	0	0	1
No Permit Extension	3	2	3	1
No Permit Genral Info	2	1	1	2
Posted Unfit	2	0	5	1
Vacant	0	42	1	0
Graffiti Ltr	0	0	1	2
<b>Total</b>	<b>472</b>	<b>437</b>	<b>588</b>	<b>566</b>

April, 2023

CODE OFFICER	INCIDENTS	ACTIVE	CLOSED	# OF TICKETS	FINE AMOUNT	NOTES
TRENT AVANCE	124	23	101	3	\$ 300.00	
BRUCE ANGLEMYER	174	28	146	0	\$ -	
MAYFIELD TIMMONS	89	40	49	0	\$ -	
KEN HUNT	77	32	45	1	\$ 100.00	
MONEY COLLECTED (UNSAFE FUND)						
Total	340	100	240	4	\$ 400.00	

*Salvaged*

DATE 5/23/23  
 APPROVED BY CITY OF ELKHART  
 BOARD OF PUBLIC SAFETY

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May 12, 2023

Fire Fighter Holly Reed  
Elkhart Fire Department  
500 East Street  
Elkhart, IN 46516

**Rod Roberson**  
Mayor

**Shaun Edgerton**  
Fire Chief

**Rodney Dale**  
Assistant Fire Chief

**Kristi Sommer**  
Assistant Fire Chief

Fire Department  
500 East Street  
Elkhart, Indiana 46516

Phone: (574) 293-8931  
Fax: (574) 522-1023

Email:  
[fire@elkhartfire.org](mailto:fire@elkhartfire.org)

RE: Status Change to Unpaid Administrative Leave

Dear Fire Fighter Reed

I am requesting the Board of Public Safety place you on unpaid Administrative Leave, effective Tuesday, June 7, 2023. I have been notified that a three count criminal indictment was filed against you on March 13, 2023 charging you with Pointing a Firearm at Another, in violation of I.C. 35-47-4-3(b), and two counts of Impersonation of a Public Servant defendant poses as a law enforcement officer, in violation of I.C. 35-44.1-2-6(a).

You are entitled to a hearing, unless you waive it in writing. Your hearing will be held on Tuesday, June 13, 2023 at 9:00 am in front of the Board of Public Safety.

If you would like to waive your hearing, please email Board of Public Safety Clerk, Nancy Wilson, prior to Wednesday, June 8, 2023 at [Nancy.Wilson@coei.org](mailto:Nancy.Wilson@coei.org).

Respectfully,

Shaun Edgerton  
Chief, Elkhart Fire Department