

AGENDA
BOARD OF PUBLIC SAFETY
Tuesday, September 24, 2024
9:00 A.M.

Council Chambers

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

<https://signin.webex.com/join>

1-415-655-0001 Meeting number 2311 116 2349

Password Safety24

- 1. ROLL CALL**
- 2. APPROVE AGENDA**
- 3. OPEN BIDS: ORDER TO TAKE ACTION DEMOLITION BIDS**
 - 933 Princeton St.
 - 1253 Columbian Ave.
 - 1440 Cedar St.
 - 2711 Hawthorne St.
- 4. APPROVE MINUTES: Regular Meeting August 27, 2024**
- 5. POLICE DEPARTMENT**
- 6. FIRE DEPARTMENT**
 - Notification of Promotions- Division Chief Noah Lace, Division Chief William Sullivan
 - NMETC Field Practicum Agreement
- 7. COMMUNICATIONS CENTER**
 - August Month End Report
 - Conditional Offers of Employment
- 8. BUILDING AND CODE ENFORCEMENT**
 - August Month End Report
 - Award Demolition Bids- 933 Princeton St., 1253 Columbian Ave., 1440 Cedar St., 2711 Hawthorne St.
- 9. OTHER PUBLIC SAFETY MATTERS**
 - BOS Resolution 24-R-01 Resolution to Dispose of Surplus Property
 - Fire Merit Commission Minutes
- 10. PUBLIC PARTICIPATION**
- 11. ADJOURNMENT**

Memorandum

To: Elkhart City Board of Safety
CC: Tim Vistine, Building Commissioner
From: Aimee Lattimer, Customer & Executive Services Manager
Date: 9/10/2024
Re: Order to Take Action Demolition Bids

On September 24, 2024, bids were open for the demolition of 933 Princeton Street. () bids were received at that time and given to the City's Building Department for review.

The bids have been reviewed and the results are as follows.

DEMOLITION CONTACTOR	TOTAL BID AMOUNT

After review, staff's recommendation is to award the demolition contract to _____ at \$ _____, as the lowest, responsive, responsible bidder.

Memorandum

To: Elkhart City Board of Safety
CC: Tim Vistine, Building Commissioner
From: Aimee Lattimer, Customer & Executive Services Manager
Date: 9/10/2024
Re: Order to Take Action Demolition Bids

On September 24, 2024, bids were open for the demolition of 1253 Columbian Avenue. (_____) bids were received at that time and given to the City's Building Department for review.

The bids have been reviewed and the results are as follows.

DEMOLITION CONTACTOR	TOTAL BID AMOUNT

After review, staff's recommendation is to award the demolition contract to _____ at \$ _____, as the lowest, responsive, responsible bidder.

Memorandum

To: Elkhart City Board of Safety
CC: Tim Vistine, Building Commissioner
From: Aimee Lattimer, Customer & Executive Services Manager
Date: 9/10/2024
Re: Order to Take Action Demolition Bids

On September 24, 2024, bids were open for the demolition of 1440 Cedar Street. (____) bids were received at that time and given to the City's Building Department for review.

The bids have been reviewed and the results are as follows.

DEMOLITION CONTACTOR	TOTAL BID AMOUNT

After review, staff's recommendation is to award the demolition contract to _____ at \$ _____, as the lowest, responsive, responsible bidder.

Memorandum

To: Elkhart City Board of Safety
CC: Tim Vistine, Building Commissioner
From: Aimee Lattimer, Customer & Executive Services Manager
Date: 9/10/2024
Re: Order to Take Action Demolition Bids

On September 24, 2024, bids were open for the demolition of 2711 Hawthorne Street. (____) bids were received at that time and given to the City's Building Department for review.

The bids have been reviewed and the results are as follows.

DEMOLITION CONTACTOR	TOTAL BID AMOUNT

After review, staff's recommendation is to award the demolition contract to _____ at \$ _____, as the lowest, responsive, responsible bidder.

BOARD OF PUBLIC SAFETY
Tuesday, August 27, 2024

Chairman Kara Boyles called a regular meeting of the Board of Public Safety to order at 9:00 a.m., Tuesday, August 27, 2024. Clerk of the Board Nancy Wilson called the roll. Kara Boyles, Brian Thomas, Anthony Coleman and Dacey Davis were present. LaLaesha Black was absent.

1. APPROVE AGENDA

On motion by Anthony Coleman, seconded by Dacey Davis and carried 4-0, the agenda was approved as presented.

2. MINUTES- Regular Meeting August 13, 2024

On motion by Dacey Davis, seconded by Anthony Coleman and carried 4-0, the minutes from August 13, 2024 were approved as presented.

3. FIRE

Chief Dale spoke in favor of the IAFF Local #338 Collective Bargaining Agreement. It is a good deal for the City of Elkhart and for the Firefighters. This makes us competitive with other Fire Departments across the State of Indiana from a pay perspective, medical leave, and our specialty rates have gone up.

4. COMMUNICATIONS

Dustin McClain let the Board know that Faith Mission is a cooling shelter today.

5. OTHER PUBLIC SAFETY MATTERS

IAFF Local #338 Collective Bargaining Agreement

Human Resources Direct Wayne Belock presented the IAFF Local #338 Collective Bargaining Agreement for approval. Some of the main points he mentioned were hold overs, overtime, and restructuring personal days and sick days. There were increases in specialty pays, and base pay increases in increments over the 4-year contract 6%, 5%, 4%, and 3%. Jason Gour, President of the IAFF Local #338 commented that the contract is competitive along with flexibility time off to make time off more scheduled, limiting the hold overs. Overall, this is a very good contract that the Local #338 is very happy with. On behalf of the Local #338, Jason asked the Board to please pass this contract. On motion by Brian Thomas, seconded by Anthony Coleman and carried 4-0, the Board approved the four-year IAFF Local #338 Collective Bargaining Agreement effective January 1, 2024-December 31, 2027.

Police & Fire Merit Commission Minutes

On motion by Dacey Davis, seconded by Anthony Coleman and carried 4-0, the Board accepted and placed on file the Police and Fire Merit Commission minutes as presented.

6. ADJOURNMENT

Chairman Kara Boyles adjourned the Board of Safety meeting at 9:10 a.m.

_____Kara Boyles, Chairman

Attest: _____ Nancy Wilson, Clerk of the Board

Elkhart Fire
500 East Street
Elkhart, IN 46516

Phone: (574) 293-8931
Fax: (574) 522-1023
Fire.Admin@Elkhartfire.org



Rodney Dale
Fire Chief

Kristi Sommer
Assistant Fire Chief

September 24th, 2024


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

RE: New Division Chief

Dear Board Members:

I would like to inform you that Noah Lace has been moved into the position of Division Chief of Building Services. Noah will handle station maintenance issues, ordering of all firefighting gear, and make sure the mechanic's area is well organized and operating efficiently.

If you have any questions, or would like further information, please do not hesitate to contact me.

Respectfully,

Rodney Dale
Fire Chief

Elkhart Fire
500 East Street
Elkhart, IN 46516

Phone: (574) 293-8931
Fax: (574) 522-1023
Fire.Admin@Elkhartfire.org



Rodney Dale
Fire Chief

Kristi Sommer
Assistant Fire Chief

September 24th, 2024

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

RE: New Division Chief

Dear Board Members:

I would like to inform you that William Sullivan has been moved into the position of Division Chief of Administration. William will play a significant role in emergency medical services, daily firefighting operations, and help in both areas with training.

If you have any questions, or would like further information, please do not hesitate to contact me.

Respectfully,

Rodney Dale
Fire Chief

A handwritten signature in black ink, appearing to read "Rodney Dale". The signature is written in a cursive style and is positioned to the right of the typed name and title.

Elkhart Fire
500 East Street
Elkhart, IN 46516

Phone: (574) 293-8931
Fax: (574) 522-1023
Fire.Admin@Elkhartfire.org



Rodney Dale
Fire Chief

Kristi Sommer
Assistant Fire Chief

MEMORANDUM

DATE: September 19, 2024
TO: The Board of Safety
FROM: Kristi Sommer – Assistant Chief
RE: **NMETC Field Practicum Agreement**

The Elkhart Fire Department is requesting approval of a Field Practicum Agreement with National Medical Education & Training Center (NMETC). This agreement allows students from NMETC to participate in Field Training hours with our department. We currently have 5 students enrolled in their program and offer educational opportunities to other students in their program. Once Agreement and has been reviewed and approved by the Board of Safety, subject to approval by City Legal. The Board of Safety will authorize the Elkhart Fire Department Chief or Assistant Chief, to sign and submit the Agreement on the behalf of the City.



Field Practicum Agreement

THIS AGREEMENT, made and entered into, between National Medical Education & Training Center, hereinafter referred to as “NMETC,” and the Elkhart Fire Department hereinafter referred to as “the SERVICE,”

Elkhart Fire Department
500 East Street
Elkhart, IN 46516

WITNESSETH THAT:

WHEREAS, NMETC and the Service are mutually desirous of promoting and providing for the training of Emergency Medical Technician, Advanced Emergency Medical Technicians and Paramedics

WHEREAS, NMETC, conducts Basic, Advanced Emergency Medical Technician and Paramedic Training Programs

WHEREAS, the Service is a duly licensed ambulance service at the basic and paramedic level, for advanced life support;

NOW THEREFORE, both Parties do mutually agree that:

- A. The initial term of this Agreement shall be for two (2) year, commencing 8/28/2024. Thereafter, this Agreement shall be automatically renewed for periods of one (1) year each unless otherwise terminated as provided herein. Notwithstanding a termination, those Students of the School currently in a Program at the service may complete the Program, subject to the terms of this Agreement including, but not limited to, the School’s continued provision of insurance.
- B. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.
- C. Upon breach by either party of its obligations under this Agreement the non-breaching party may terminate the Agreement if the breach remains uncured for more than fifteen (15) days after a party receives notice of the breach.

1) The Service shall:

- a. Accept students assigned by NMETC for the purpose of providing field internship
- b. Ensure that all paramedic and or Advanced EMT students be assigned to practice under the direction of a paramedic who has been certified as a Paramedic for no less than one year;
- c. Provide opportunities for said students to meet minimum skill requirements established by NMETC based on the Commission on Accreditation Allied Health Education Programs (CAAHEP) standards within the available patient volume;
- d. Ensure that all documentation of internship practice as required by NMETC is completed in a timely fashion;
- e. Provide orientation to interns regarding the Service's policies, procedures, and applicable pre-hospital treatment protocols;
- f. Retain the right to refuse continuation of an internship to any student who demonstrates a lack of professionalism, competency, or sound judgment.

2. NMETC shall

- a. Schedule student for internship under terms determined by the Service;
- b. Provide evidence of satisfactory completion of all clinical and didactic requirements by assigned student to the Service;
- c. Provide evidence of NMETC Student Umbrella liability insurance in the amount of \$2,000,000/\$6,000,000;
- d. Provide a field internship coordinator to serve as liaison with the Service;
- e. Provide all necessary forms and other documentation required for completion of the field internship;
- f. Ensure that any employees of the Service, who are students who have satisfactorily completed the clinical and didactic portions of the course, are assigned to internship with the Service;
- g. Provide evidence of insurance covering NMETC against any and all claims and actions against it arising as a result of the actions or omissions of an intern who is not an employee of the Service;
- h. Indemnify and hold the Service harmless against any and all claims and actions arising as a result of the actions or omissions of an intern who is not an employee of the Service provided that it can be demonstrated that appropriate supervision was available;
- i. Ensure that students assigned to the Service have been trained and instructed to conduct themselves in compliance with patient privacy and/or HIPAA requirements;
- j. Agree that during the field internship the student must always serve as a third rider and that the student will never be part of assigned two-person EMT crew;
- k. All students will follow NMETC uniform policy for field internship as well as meet any and all professional dress and grooming standards of the service;
- l. Ensure that all students have passed a nationwide criminal back ground check and that satisfactory results are found in a 10-panel Drug screen.

3. BOTH PARTIES SHALL:

- a. Agree that students assigned to the Service shall in no way be interpreted to be employees of the Service unless said student is in fact an employee coincidentally enrolled in the Training Program;
- b. Agree to be responsible to the other parties concerns and needs, acting in a timely manner to resolve all problems and meet all reasonable needs.

HEREBY signed,

(NMETC)
National Medical Education & Training Center



Signed: _____

Date: 8/28/2024

Name: Brad Newbury MPA, NRP, I/C

Title: President/CEO

Elkhart Fire Department

Signed: _____

Date: _____

Name: _____

Title: _____

ELKHART CITY



Rod Roberson
Mayor

574.293.2175
Fax: 574.970.0561

Dustin McLain
Department Head

911 COMMUNICATIONS

Elkhart City Communications
135 East Franklin Street
Elkhart, Indiana 46516

Date: September 10, 2024

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

From: Dustin McLain, Department Head
Elkhart Communications Center

Re: **August 2024 Month End Report**

We processed 8,484 incoming & outgoing emergency and non-emergency phone calls. This was a decrease of 1,214 calls from August 2023. 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
	2,243	6,241	8,484
2023 TOTALS	2,191	7,507	9,698

By shift, we entered 7,388 7,442 calls into the CAD, a decrease of 54 calls from August 2023. Below is a breakdown of the call volume by shift.

	POLICE CALLS	FIRE CALLS	OTHER	TOTALS
Day Shift	1,965	401	341	2,707
Afternoon Shift	2,356	391	377	3,124
Midnight Shift	1,202	219	136	1,557
All Shifts	5,523	1,011	854	7,388
2023 TOTALS	5,740	908	794	7,442

*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 August, 2024, we handled 48 AUDIO REQUESTS for the Prosecutor's Office and Police Dept. We provided 9 (FOIA) Public Records Requests to individuals.

Rod Roberson
Mayor

Dustin McLain
Department Head



574.293.2175
Fax: 574.294.5530

Elkhart City Communications
135 E Franklin Street
Elkhart, IN 46516

September 13th, 2024

Nicole White
27184 County Road 20
Elkhart, IN 46517

City of Elkhart Board of Safety
Conditional Offer of Employment

Dear Nicole,

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

Rod Roberson
Mayor

Dustin McLain
Department Head



574.293.2175
Fax: 574.294.5530

Elkhart City Communications
135 E Franklin Street
Elkhart, IN 46516

September 13th, 2024

Abigail Voreis
55768 Timber Lane
Elkhart, IN 46514

City of Elkhart Board of Safety
Conditional Offer of Employment

Dear Abigail,

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

Rod Roberson
Mayor

Dustin McLain
Department Head



574.293.2175
Fax: 574.294.5530

Elkhart City Communications
135 E Franklin Street
Elkhart, IN 46516

September 13th, 2024

Austin Stonewall
2012 Lane Avenue
Elkhart, IN 46516

City of Elkhart Board of Safety
Conditional Offer of Employment

Dear Austin,

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

BOARD OF PUBLIC SAFETY

RESOLUTION 2024-R-01

RESOLUTION TO DISPOSE OF SURPLUS PROPERTY

WHEREAS, the Board of Public Safety ("BOS") of the City of Elkhart, Indiana has determined that the Fire Department no longer needs the items of personal property on the attached Exhibit and such items are surplus properties.

WHEREAS, the BOS are empowered to declare unneeded property to be surplus property; and,

THEREFORE, BE IT RESOLVED, that the BOS declares that the items on the attached Exhibit A to be surplus property; and

BE IT FURTHER RESOLVED that the items are no longer needed by the City for its daily operations and are hereby declared to be surplus property.

BE IT FURTHER RESOLVED that the Trailer may be sold by the City's Purchasing Agent to a non-profit corporation pursuant to IC 5-22-22-1(7) for the sum of \$1 or more.

BE IT FURTHER RESOLVED that the Trailer may be exchanged with another governmental body upon terms and conditions agreed upon as evidenced in substantially identical resolutions pursuant to IC 5-22-22-10.

BE IT FURTHER RESOLVED that the items may be transferred to a volunteer fire department pursuant to IC 36-8-12-2.

BE IT FURTHER RESOLVED that the surplus property may be transferred to another governmental agency or unit pursuant to IC 5-22-22-10.

[SIGNATURES ON NEXT PAGE]

ADOPTED by the Board of Public Works of the City of Elkhart, Indiana, this 24th day of September 2024.

BOARD OF PUBLIC SAFETY
CITY OF ELKHART, ELKHART COUNTY, INDIANA

Dr. Kara Boyles, President

ATTESTED BY:

Nancy Wilson, Clerk
City of Elkhart, Indiana

Exhibit A

Description	Model number/Serial Number/ID
1. Eight Foot by Ten Foot Trailer	1WC200D14G1036450
	1986 Wells Cargo TW101

CITY OF ELKHART

DISPOSAL OR TRANSFER-TO OF FIXED ASSET

DESCRIPTION OF ASSET CARGO TRAILER

LOCATION OF ASSET ELKHART FIRE DEPARTMENT

TYPE OF FIXED ASSET:

- LAND
- BUILDING
- CONSTRUCTION-IN-PROGRESS
- IMPROVEMENTS OTHER THAN BLDG
- MACHINERY & EQUIPMENT
- INFRASTRUCTURE

C.I.P. # _____

C.I.P. LOCATION _____

SERIAL NUMBER OR VIN:

DESCRIPTION/COMMENTS LWC 200 D 14G103645 D

BRAND OR MAKE: WAL CARGO MODEL:

YEAR: 1986 PREVIOUS FLEET # _____ CURRENT / NEW FLEET # _____

DISPOSAL METHOD: SOLD \$ _____ TRADED \$ _____

JUNKED SCRAPPED END-OF-LEASE STOLEN/WRECKED
 TRANSFERRED TO: MOTOR POOL (ATTACH PD REPORT)

DATE BOARD APPROVED _____ DATE COUNCIL APPROVED _____
 (ATTACH COPY OF MINUTES) (REAL PROPERTY VALUE > \$9,999.)

DATE MAYOR APPROVED _____ SIGNATURE _____
(REAL PROPERTY ONLY)

DATE CONTROLLER APPROVED _____ SIGNATURE _____

SIGNATURE OF PERSON RESPONSIBLE _____
PRINTED NAME _____

SIGNATURE OF DEPARTMENT HEAD _____

IF TRANSFERRED:
 RECEIVING PERSON'S SIGNATURE _____
 PRINTED NAME _____

CONTROLLER'S USE ONLY

RECEIVED _____

FIXED ASSET ENTERED _____

INSURED _____

CONTROLLER'S INITIAL _____

AGREEMENT

This Agreement is made and entered into this ___ day of _____, 2024, by and between the City of Elkhart, Indiana a municipal corporation existing under the laws of the State of Indiana, and acting through its Board of Public Safety (hereinafter "City") and the LaSalle Council Boy Scouts of America (hereinafter LaSalle Council)

WHEREAS, City maintains a full time fire department; and

WHEREAS, In the course of operating its fire department, City maintains and utilizes and eight foot by ten foot (8'x10") equipment cargo trailer, and

WHEREAS, The equipment cargo trailer (hereinafter "Trailer") is no longer needed by the City for its daily operations and is considered surplus property that may be sold pursuant to Indiana Code 5-22-22-1; and

WHEREAS, LaSalle Council Boy Scouts of America, is located at 1340 South Bend Avenue South Bend IN 46617; and

WHEREAS, LaSalle Council has requested to purchase the surplus Trailer that is no longer needed by the City.

NOW, THEREFORE, in consideration of the following, including the above stated recitals, the parties hereby agree as follows:

1. City agrees to sell one (1) eight foot by ten foot (8' x 10') which is surplus property, for a total amount of One Dollar (\$1.00) to LaSalle Council Boy Scouts of America.
2. In consideration for the transfer of said Trailer, LaSalle Council agrees to pay the sum of One Dollar (\$1.00) to City. Such sum shall be tendered prior to the transfer of the Trailer.
3. LaSalle Council will be responsible for taking possession of the Trailer at its own cost and expense. Possession shall be tendered to the LaSalle Council at a place designated by the City, provided that such place must be within the corporate limits of the City of Elkhart, Indiana.
4. City agrees to fully and completely execute all necessary documents to effectuate the transfer of the Trailer.
5. LaSalle Council hereby acknowledges and agrees that City is not a merchant with respect to the goods being transferred pursuant to this Agreement.
6. LaSalle Council WARRANTS THAT IT HAS INSPECTED AND IS TAKING THE TRAILER IN AN "AS IS" CONDITION. THE TRAILER MAY NOT BE COMPLIANT WITH SAFETY LAWS, REGULATIONS OR CODES DUE TO THEIR AGE. CITY MAKES NO EXPRESS WARRANTY RELATING TO THE TRAILER AND

EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT OR COMMUNICATION BY CITY OR ITS AGENTS RELATING TO THE QUALITY OR ANY CHARACTERISTICS OF THE OF THE TRAILER IS EXPRESSLY SUPERCEDED BY THIS AGREEMENT, IS WITHOUT FORCE AND EFFECT, AND THE LASALLE COUNCIL EXPRESSLY ACKNOWLEDGES THAT IT IS NOT RELYING UPON SUCH COMMUNICATION WHEN MAKING THE DECISION TO PURCHASE SAID TRAILER. FURTHER, ANY STATEMENT RELATING TO THE QUALITY OR CHARACTERISTICS OF THE TRAILER, NOT CONTAINED IN A WRITTEN DOCUMENT SIGNED BY CITY, IS WITHOUT FORCE AND EFFECT AND MAY NOT BE RELIED UPON BY LASALLE COUNCIL AT ANY TIME. LASALLE COUNCIL FURTHER AGREES THAT IN NO EVENT SHALL CITY BE LIABLE FOR ANY CLAIM, COST, DAMAGE OR LIABILITY, INCLUDING ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES CLAIMED BY LASALLE COUNCIL, RELATING TO THE USE OF THE TRAILER, FOLLOWING ITS DATE OF TENDER TO LASALLE COUNCIL.

7. LaSalle Council further agrees to indemnify and hold City harmless from any claim, cost, damage or liability relating to the trailer, including its condition or use, and any malfunction, following the date of delivery of the trailer to LaSalle Council.
8. This document contains the entire Agreement between the parties relating to the transfer of the Trailer and the compensation to be paid for such Trailer. Any previous agreement, statement, or communication by and between the parties or their respective agents is expressly superseded by the terms and conditions contained in this document.
9. This Agreement may only be modified by a subsequent, written instrument setting forth the changes and which is executed by both parties to this Agreement.
10. This Agreement shall be governed by the laws of the State of Indiana and any lawsuit arising out of this Agreement must be filed and thereafter maintained in the Elkhart County, Indiana Circuit or Superior Courts.
11. Any person executing this Agreement in a representative capacity hereby warrants that he or she has been duly authorized by his or her principal to execute this Agreement.

All of which is approved and agreed to by the parties, and or their respective governing boards, signature below indicating such approval and acceptance of the terms and conditions contained in this Agreement and the effectuation of such transfer of personal property.

"CITY"

LASALLE COUNCIL

THE CITY OF ELKHART,
INDIANA, by and through its Board of
Public Safety

By:

Dr. Kara Boyles, President

By:

Date: _____

Date: _____

Attest:

Nancy Wilson, Clerk
Board of Public Works

FIRE MERIT COMMISSION
Monday, August 12, 2024

President Mandy Leazenby called a regular meeting of the Fire Merit Commission (FMC) to order at 3:30 p.m., Monday, August 12, 2024. Nancy Wilson called the role. Commissioners Mandy Leazenby, Doug Bowlby, Regina Fultes and Jim Rodino were present. Bunita Fields-Buggs was absent.

1. AGENDA

On motion by Jim Rodino, seconded by Doug Bowlby and carried 3-0, the agenda was approved as presented.

2. MINUTES

On motion by Jim Rodino, seconded by Doug Bowlby and carried 3-0, the minutes from the Regular Meeting on July 22, 2024 were approved.

3. FIRE DEPARTMENT

Request to Advertise Public Hearing

Chief Rodney Dale presented a request to advertise a Public Hearing to change the Fire Merit Commission Rules, specifically to change the requirement of 8 years to 7 for Inspector/Investigator and to remove the inspector 2 certification from the requirement to obtain the position of Inspector/Investigator. On motion by Doug Bowlby, seconded by Jim Rodino and carried 4-0, the FMC granted permission to advertise for a Public Hearing to be held on August 26, 2024 at 3:30 p.m. to receive and hear comments and objections from the public considering amendments to the rules governing the promotional process for the position of Inspector/Investigator.

Permission to Test for Inspector/Investigator

Chief Rodney Dale requested permission to post the testing process for the position of Inspector/Investigator. On motion by Doug Bowlby, seconded by Jim Rodino and carried 4-0, the FMC approved posting the testing process for the position of Inspector/Investigator.

4. ADJOURNMENT

On motion by Doug Bowlby, seconded by Jim Rodino and carried 4-0, the City of Elkhart, Indiana Fire Merit Commission was adjourned at 3:35 p.m.

 _____ Mandy Leazenby, President

Attest:  _____ Doug Bowlby, Secretary