

AGENDA
BOARD OF PUBLIC SAFETY
Tuesday, October 22, 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 2319 364 0266
Password Safety24

1. **ROLL CALL**
2. **APPROVE AGENDA**
3. **APPROVE MINUTES: Regular Meeting October 8, 2024**
4. **POLICE DEPARTMENT**
 - **Policy Updates: 316 Missing Persons, 500 Traffic**
5. **FIRE DEPARTMENT**
6. **COMMUNICATIONS CENTER**
7. **BUILDING AND CODE ENFORCEMENT**
 - **September Month End Report**
8. **OTHER PUBLIC SAFETY MATTERS**
 - **2025 Towing Contract**
 - **BOS Resolution 24-R-02 Issuance of Notice to Elect a Person to the Police Merit Commission**
 - **BOS Resolution 24-R-03 Issuance of Notice to Elect a Person to the Fire Merit Commission**
9. **PUBLIC PARTICIPATION**
10. **ADJOURNMENT**

BOARD OF PUBLIC SAFETY
Tuesday, October 8, 2024

Chairman Kara Boyles called a regular meeting of the Board of Public Safety to order at 9:00 a.m., Tuesday, October 8, 2024. Maria Leon called the roll. Kara Boyles, Dacey Davis and Brian Thomas were present. Anthony Coleman and LaLaesha Black were absent.

1. APPROVE AGENDA

On motion by Dacey Davis, seconded by Brian Thomas and carried 3-0, the agenda was approved as presented.

2. MINUTES- Regular Meeting September 24, 2024

On motion by Brian Thomas, seconded by Dacey Davis and carried 3-0, the minutes from September 24, 2024 were approved as presented.

3. POLICE

Chief Daniel Milanese presented revised policies for approval. The Policies presented were: 307 Vehicle Pursuits, 313 Child Abuse, 340 Volunteers, 401 Bias Based Policing, 410 Involuntary Detentions, 431 Suspicious Activity Reporting, and 700 Department-Owned and Personal Property. Chief Milanese explained the changes are due to updates in State or Federal Law. On motion by Dacey Davis, seconded by Brian Thomas and carried 3-0, the Board approved all of the Policy changes as presented.

4. FIRE

Chief Rodney Dale requested the purchase of two Sutphen Pumpers Stock #571 and #576 on Sutphen Monarch Chassis for the total sum of \$1,775,400.00. The price is based on Sutphen Sourcewell contract 113021-SUT. On motion by Brian Thomas, seconded by Dacey Davis and carried 3-0, the Board approved the purchase of two Sutphen Pumpers Stock #571 and #576 on Sutphen Monarch Chassis for the total sum of \$1,775,400.00.

5. COMMUNICATIONS

Dustin McLain presented the September Month End Report. On motion by Dacey Davis, seconded by Brian Thomas and carried 3-0, the Board accepted and placed on file the September Month End Report.

6. OTHER PUBLIC SAFETY MATTERS

Fire Merit Commission Minutes

On motion by Dacey Davis, seconded by Brian Thomas and carried 3-0, the Board accepted and placed on file the Fire Merit Commission minutes from August 26, 2024 as presented.

7. ADJOURNMENT

Chairman Kara Boyles adjourned the Board of Safety meeting at 9:13 a.m.

_____ Kara Boyles, Chairman

Attest: _____ Nancy Wilson, Clerk of the Board

Rod Roberson
Mayor

Dan Milanese
Chief



Police Department
175 Waterfall Dr.
Elkhart, IN 46516

574.295.7070
Fax: 574.293.0679

October 17, 2024

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

Re: Policy Updates

Dear Board Members,

The Elkhart Police Department is requesting the approval to changes made in the Elkhart Police Department Lexipol Policy Manual. Many of these changes are due to updates in state or federal law. Some changes have been made to mirror the procedures of the police department while others are minor grammar fixes as well as Indiana accreditations standards.

The policies needing approval are as follows:

- Missing Persons
- Traffic

Respectfully,

Chief Daniel Milanese
Elkhart Police Department

Missing Persons

316.1 PURPOSE AND SCOPE

This policy provides guidance for handling missing person investigations (I.C. § 5-2-17-1 et seq.).

316.1.1 DEFINITIONS

Definitions related to this policy include:

High risk - A person whose whereabouts are not known and who may be at risk of injury or death.

High risk includes ~~r~~ but is not limited to ~~r~~ a missing person (I.C. § 5-2-17-1):

- (a) Who is missing as a result of abduction by a stranger.
- (b) Whose disappearance may be the result of the commission of a crime.
- (c) Whose disappearance occurred under circumstances that are inherently dangerous.
- (d) At risk due to abduction by a noncustodial parent.
- (e) Who is mentally impaired.
- (f) Under the age of 21.
- (g) Who has previously been the victim of a threat or act of violence.
- (h) Who has been determined by a law enforcement agency to be at risk for injury or death.
- (i) [Who is an at-risk veteran or active-duty military member \(I.C. § 12-7-2-197.3\).](#)

Missing person - Any person who is reported missing to law enforcement when that **person's** [person's](#) location is unknown.

Missing person networks - Databases or computer networks that are available to law enforcement and are suitable for obtaining information related to missing person investigations. This includes the National Crime Information Center (NCIC), the [National Missing and Unidentified Persons System \(NamUs\)](#), the [Indiana Data and Communication System \(IDACS\)](#), and the [Indiana Clearinghouse for ~~Missing- Information on Missing Children- and-Missing- , Missing Veterans at Risk, and Missing~~ Endangered Adults \(I.C. § 10-13-3-35; I.C. § 10-13-5-3\).](#)

316.2 POLICY

The Elkhart Police Department does not consider any report of a missing person to be routine and assumes that the missing person is in need of immediate assistance until an investigation reveals otherwise. Priority shall be given to missing person cases over property-related cases. Members will initiate an investigation into all reports of missing persons, regardless of the length of time the person has been missing.

316.3 REQUIRED FORMS AND BIOLOGICAL SAMPLE COLLECTION KITS

The Criminal Investigation supervisor shall ensure the following forms and kits are developed and available:

- Missing person report form

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- Missing person investigation checklist that provides investigation guidelines and resources that could be helpful in the early hours of a missing person investigation
- Missing person school notification form
- Medical records release form
- Biological sample collection kits

316.4 ACCEPTANCE OF REPORTS

Any member encountering an individual who wishes to report a missing person or runaway shall render assistance without delay. This can be accomplished by accepting the report via telephone, electronically or in-person and initiating the investigation. Those members who do not take such reports or who are unable to give immediate assistance shall promptly dispatch or alert a member who can take the report (I.C. § 5-2-17-4; I.C. § 5-2-17-5; I.C. § 12-10-18-1; I.C. § 31-36-1-1).

A report shall be accepted in all cases and regardless of where the person was last seen, where the person resides or any question of jurisdiction.

If jurisdiction is in question, the officer shall advise the individual to also make a report to the law enforcement agency having jurisdiction where the missing person was last seen or, if that place is unknown, where the missing person resides (I.C. § 5-2-17-4).

316.5 INITIAL INVESTIGATION

Officers or other members conducting the initial investigation of a missing person should take the following investigative actions, as applicable:

- (a) Respond to a dispatched call as soon as practicable and begin the investigation (I.C. § 31-36-2-1; I.C. § 12-10-18-4).
- (b) Interview the reporting party and any witnesses to determine [the description of the person and](#) whether the person qualifies as a missing person and, if so, whether the person may be high risk (I.C. § 5-2-17-6(b)).
 1. If the missing person is under 18 years of age, provide the reporting party with the information pamphlet from the Indiana State Police (ISP) about the National Center for Missing and Exploited Children and the National Runaway Safeline (I.C. § 5-2-17-7; I.C. § 10-11-2-34).
- (c) Notify a supervisor immediately if there is evidence that a missing person is either high risk or may qualify for a public alert, or both (see the Public Alerts Policy).
- (d) Broadcast ~~an alert~~ [a radio alert \(e.g., internal broadcast, interagency broadcast\)](#) if the person is high risk. This shall be immediately broadcast as required by I.C. § 5-2-17-10(d).
- (e) Ensure that entries are made into the appropriate missing person networks:
 1. Immediately, when the missing person is high risk (I.C. § 5-2-17-10(d)).
 2. In all other cases, as soon as practicable, recommended within two hours, but not later than five hours

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3. from the time of the initial report ([34 USC § 41308](#); I.C. § 31-36-1-2; I.C. § 5-2-17-10(c)).
- (f) Complete the appropriate report forms accurately and completely as required (I.C. § 5-2-17-6; I.C. § 12-10-18-1; I.C. § 12-10-18-2; I.C. § 31-36-1-1; I.C. § 31-36-1-2).
- (g) Initiate a search as applicable ~~under~~ [according to](#) the facts.
- (h) Collect and/or review:
 1. A photograph and fingerprint card of the missing person, if available.
 2. A voluntarily provided biological sample of the missing person, if available (e.g., toothbrush, hairbrush).
 3. Any documents that may assist in the investigation, such as court orders regarding custody.
 4. Any other evidence that may assist in the investigation, including personal electronic devices (e.g., cell phones, computers).
- (i) When circumstances permit and if appropriate, attempt to determine the missing ~~person's~~ [person's](#) location through ~~his/her~~ [their](#) telecommunications carrier.
- (j) Contact the appropriate agency if the report relates to a missing person report previously made to another agency and that agency is actively investigating the report. When this is not practicable, the information should be documented in an appropriate report for transmission to the appropriate agency. If the information relates to a high-risk missing person, the member should notify a supervisor and proceed with reasonable steps to locate the missing person.
- (k) If the missing person qualifies for an AMBER Alert™, ~~or~~ [a Silver Alert](#), [or a Green Alert](#), contact the ISP as soon as practical (I.C. § 12-10-18-3).
- (l) As necessary, obtain the assistance of ~~other~~ [the appropriate response team, Child Abduction Response Team \(CART\) for missing abducted children, or other](#) law enforcement agencies including the ISP (I.C. § 5-2-17-10(a)). [Assistance can be obtained by contacting the appropriate agency to activate the response team.](#)
- (m) As appropriate, the officer shall inform other law enforcement agencies of a high-risk missing person (I.C. § 5-2-17-10(b)).
- (n) If requested, inform the individual making the report, a family member of the missing person, and any other individual who may be helpful in locating the missing person of the following (I.C. § 5-2-17-7):
 1. The general procedure for handling missing person cases.
 2. The approach of the case, unless disclosure would adversely affect the investigation.
 3. That additional information may be required if the missing person is not promptly located or if additional information is discovered in the course of the investigation.

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4. Provide contact information for the NCMEC or the Americas Missing Adults, or other similar organizations and advise that those organizations may provide additional resources.

316.6 REPORT PROCEDURES AND ROUTING

Members should complete all missing person reports and forms promptly and advise the appropriate supervisor as soon as a missing person report is ready for review.

316.6.1 SUPERVISOR RESPONSIBILITIES

The responsibilities of the supervisor shall include, but are not limited to:

- (a) Reviewing and approving missing person reports upon receipt.
 1. The reports should be promptly sent to the Records Section.
- (b) Ensuring resources are deployed as appropriate.
- (c) Initiating a command post as needed.
- (d) Ensuring applicable notifications and public alerts are made and documented.
- (e) Ensuring that records have been entered into the appropriate missing person networks.
- (f) Taking reasonable steps to identify and address any jurisdictional issues to ensure cooperation among agencies.
 1. If the case falls within the jurisdiction of another agency, the supervisor should facilitate transfer of the case to the agency of jurisdiction.
- (g) Assessing new information that may make the person high risk (I.C. § 5-2-17-6(b)).
- (h) Making a determination to stop the investigation if the person is not missing or is voluntarily missing (I.C. § 5-2-17-6(c)).
 1. If the investigation is cancelled, ensure the investigative steps and results of the investigation are properly documented (I.C. § 5-2-17-6(d)).
 2. Ensure that the location of the missing person is not disclosed to others if the missing person requests confidentiality (I.C. § 5-2-17-6(e)).
- (i) Determining if a photograph of the missing person should be released to the public (I.C. § 5-2-17-9).
- (j) Making a determination regarding the release of information to other agencies, the media and the public (I.C. § 12-10-18-3).

316.6.2 RECORDS SECTION RESPONSIBILITIES

The responsibilities of the Records Section receiving member shall include, but are not limited to:

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- (a) As soon as reasonable under the circumstances, notifying and forwarding a copy of the report to the agency of jurisdiction for the missing person's residence in cases where the missing person is a resident of another jurisdiction.
- (b) Notifying and forwarding a copy of the report to the agency of jurisdiction where the missing person was last seen.
- (c) Notifying and forwarding a copy of the report to the agency of jurisdiction for the missing person's intended or possible destination, if known.
- (d) Forwarding a copy of the report to the Criminal Investigation.
- (e) Forwarding copies of a missing child report to all agencies as required by I.C. § 31-36-1-3.
- (f) Coordinating with the NCIC Terminal Contractor for Indiana to have the missing person record in the NCIC computer networks updated with additional information obtained from missing person investigations (34 USC § 41308).

316.7 CRIMINAL INVESTIGATION FOLLOW-UP

In addition to completing or continuing any actions listed above, the investigator assigned to a missing person investigation:

- (a) Should ensure that the missing ~~person's-~~ person's school, child care center or child home care is notified no later than 15 days after completion of the report if the missing person is a child less than 13 years of age (I.C. § 31-36-1-4).
 - 1. The notice shall be in writing and should also include a photograph.
 - 2. The investigator should meet with school officials as appropriate to stress the importance of including the notice in the ~~child's-~~ child's student file, along with the ~~investigator's-~~ investigator's contact information, if the school receives a call requesting the transfer of the missing ~~child's-~~ child's files to another school (I.C. § 31-36-1-5).
- (b) Should recontact the reporting party and/or other witnesses within 30 days of the initial report and within 30 days thereafter to keep them informed, as appropriate, and to determine if any additional information has become available.
- (c) Should consider contacting other agencies involved in the case to determine if any additional information is available.
- (d) Shall verify and update IDACS, NCIC and any other applicable missing person networks within 30 days of the original entry into the networks and every 30 days thereafter until the missing person is located (34 USC § 41308).
- (e) Should continue to make reasonable efforts to locate the missing person and document these efforts at least every 30 days.
- (f) Shall maintain a close liaison with state and local child welfare systems and the National Center for Missing and Exploited Children (NCMEC) if the missing person is under the age of 21 and shall promptly notify NCMEC when the person is missing from a foster care family home or childcare institution (34 USC § 41308).
- (g) Should make appropriate inquiry with the Coroner.

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- (h) Should obtain and forward medical ~~records,~~ and dental records, photos, X-rays, and biological samples, as applicable (I.C. § 5-2-17-8; I.C. § 31-36-2-3).
- (i) Shall attempt to obtain the most recent photograph for persons under 18 years of age if it has not been obtained previously and forward the photograph ~~as appropriate to~~ and enter the photograph into applicable missing person networks (34 USC § 41308).
- (j) ~~Should consider making appropriate entries and searches in the National Missing and Unidentified Persons System (NamUs).~~
- (k) Shall update the ~~NGIC's~~ NCIC's Missing Person File if an arrest warrant is issued for a person who abducted or unlawfully retained a missing child (I.C. § 31-36-2-5).
- (l) Shall search the NCIC's Wanted Person File for reports of arrest warrants issued for persons who allegedly abducted or unlawfully retained children and compare these reports to the missing child's NCIC Missing Person File (I.C. § 31-36-2-2).
- (m) Shall update the investigation upon the discovery of new information and forward the information to the appropriate agencies and organizations (I.C. § 31-36-2-2).
- (n) Shall report as soon as possible relevant information to the ~~FBI's~~ FBI's Violent Criminal Apprehension Program (VICAP) (I.C. § 5-2-17-9).
- (o) In the case of a high-risk missing person or a person who has been missing for an extended time, should consult with a supervisor regarding seeking federal assistance from the FBI and the U.S. Marshals Service (28 USC § 566).

316.8 WHEN A MISSING PERSON IS FOUND

When any person reported missing is found, the assigned investigator shall document the location of the missing person in the appropriate report, notify the relatives and/or reporting party, as appropriate, and other involved agencies and refer the case for additional investigation if warranted. When a missing child is found, notification shall be promptly made to all involved agencies, and persons as provided in I.C. § 31-36-2-6.

The Services Captain shall ensure that, upon receipt of information that a missing person has been located, the following occurs:

- (a) The missing child's school, child care center or child care home is promptly notified (I.C. § 31-36-2-6).
- (b) Entries are made in the applicable missing person networks.
- (c) Notification shall be made to any other law enforcement agency that took the initial report or participated in the investigation.

316.8.1 UNIDENTIFIED PERSONS

Members investigating a case of an unidentified person who is deceased or a living person who cannot assist in identifying ~~him/herself~~ themselves should:

- (a) Obtain a complete description of the person.
- (b) Enter the unidentified ~~person's~~ person's description into the NCIC Unidentified Person File and the NamUs database.

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- (c) Use available resources, such as those related to missing persons, to identify the person.

316.9 CASE CLOSURE

The Criminal Investigation supervisor may authorize the closure of a missing person case after considering the following:

- (a) Closure is appropriate when the missing person is confirmed returned or evidence matches an unidentified person or body.
- (b) If the missing person is a resident of Elkhart or this department is the lead agency, the case should be kept under active investigation for as long as the person may still be alive. Exhaustion of leads in the investigation should not be a reason for closing a case.
- (c) If this department is not the lead agency, the case can be made inactive if all investigative leads have been exhausted, the lead agency has been notified and entries are made in the applicable missing person networks, as appropriate.
- (d) A missing person case should not be closed or reclassified because the person would have reached a certain age or adulthood or because the person is now the subject of a criminal or civil warrant.

316.10 TRAINING

Subject to available resources, the Training Sergeant should ensure that members of this department whose duties include missing person investigations and reports receive training that includes:

- (a) The initial investigation:
 1. Assessments and interviews
 2. Use of current resources, such as Mobile Audio/Video (MAV)
 3. Confirming missing status and custody status of minors
 4. Evaluating the need for a heightened response
 5. Identifying the zone of safety based on chronological age and developmental stage
- (b) Briefing of department members at the scene.
- (c) Identifying NCIC Missing Person File categories (e.g., disability, endangered, involuntary, juvenile and catastrophe).
- (d) Verifying the accuracy of all descriptive information.
- (e) Initiating a neighborhood investigation.
- (f) Investigating any relevant recent family dynamics.
- (g) Addressing conflicting information.

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- (h) Key investigative and coordination steps.
- (i) Managing a missing person case.
- (j) Additional resources and specialized services.
- (k) Update procedures for case information and descriptions.
- (l) Preserving scenes.
- (m) Internet and technology issues (e.g., Internet use, cell phone use).
- (n) Media relations.
- (o) Understanding and correctly entering medical or dental information into a database (I.C. § 5-2-17-10(c)).

Traffic

500.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for improving public safety through education and enforcement of traffic-related laws.

500.2 POLICY

It is the policy of the Elkhart Police Department to educate the public on traffic-related issues and to enforce traffic laws. The efforts of the Department will be driven by such factors as the location and/or number of traffic accidents based on citizen complaints, traffic volume, traffic conditions and other traffic-related needs. The ultimate goal of traffic law enforcement and education is to increase public safety.

500.3 DEPLOYMENT

Enforcement efforts may include such techniques as geographic/temporal assignment of department members and equipment, the establishment of preventive patrols to deal with specific categories of unlawful driving and a variety of educational activities. These activities should incorporate methods that are suitable to the situation; timed to events, seasons, past traffic problems or locations; and, whenever practicable, preceded by enforcement activities.

Several factors will be considered in the development of deployment schedules for department members. State and local data on traffic accidents are a valuable resource. Factors for analysis include, but are not limited to, the following:

- Location
- Time
- Day
- Violation factors
- Requests from the public
- Construction zones
- School zones
- Special events

Department members assigned to uniformed patrol or traffic enforcement functions will emphasize the enforcement of violations that contribute to traffic accidents, and also will consider the hours and locations where traffic accidents tend to occur. Members will take directed enforcement action on request, and random enforcement action when appropriate. Members shall maintain high visibility while working general enforcement, especially in areas where traffic accidents frequently occur.

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500.4 ENFORCEMENT

Traffic enforcement will be consistent with applicable laws and take into account the degree and severity of the violation committed. This department does not establish ticket quotas. The number of arrests or summons issued by any member shall not be used as the sole criterion for evaluating member overall performance.

Several methods are effective in the reduction of traffic accidents including but not limited to:

500.4.1 WARNINGS

Warnings are a non-punitive option that may be considered by the member when circumstances warrant, such as when a minor violation was inadvertent.

500.4.2 TRAFFIC INFORMATION AND SUMMONS

Traffic information and summons should be issued when a member believes it is appropriate. When issuing a summons for a traffic violation, it is essential that the rights and requirements imposed on motorists be fully explained. At a minimum, motorists should be provided with (I.C. § 9-30-3-6):

- (a) An explanation of the violation or charge.
- (b) The court appearance procedure, including the optional or mandatory appearance by the motorist.
- (c) A notice of whether the motorist can enter a plea and pay the fine by mail or at the court.

500.4.3 PHYSICAL ARREST

Physical arrest can be made on a number of criminal traffic offenses. These cases usually deal with, but are not limited to:

- (a) Accidents resulting in death (I.C. § 9-26-1-1.1).
- (b) Felony or misdemeanor hit-and-run (I.C. § 9-26-1-1.1).
- (c) Felony and misdemeanor driving under the influence of alcohol or drugs (I.C. § 9-30-5-1 et seq.).
- (d) Refusal to sign a notice to appear (I.C. § 9-30-2-4).

500.5 SUSPENDED OR REVOKED LICENSES

If an officer contacts a traffic violator who is also driving on a suspended or revoked license, the officer should issue a traffic information and summons or make an arrest as appropriate (I.C. § 9-24-19-1; I.C. § 9-24-19-2; I.C. § 9-24-19-3).

500.6 HIGH-VISIBILITY VESTS

The Department has provided American National Standards Institute (ANSI) Class II high-visibility vests to increase the visibility of department members, who may be exposed to hazards presented

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by passing traffic or will be maneuvering or operating vehicles, machinery and equipment (23 CFR 655.601; I.C. § 22-8-1.1-2).

500.6.1 REQUIRED USE

Except when working in a potentially adversarial or confrontational role, such as during vehicle stops, high-visibility vests ~~should~~ shall be worn when increased visibility would improve the safety of the department member or when the member will be exposed to the hazards of passing traffic, maneuvering or operating vehicles, machinery, and equipment (I.C. § 22-8-1.1-2).

Examples of when high-visibility vests ~~should~~ shall be worn include traffic control duties, traffic accident investigations, lane closures, and disaster scenes.

When emergency conditions preclude the immediate donning of the vest, members ~~should~~ shall retrieve and wear the vest as soon as conditions reasonably permit.

Use of the vests shall also be mandatory when directed by a supervisor.

500.6.2 CARE AND STORAGE

High-visibility vests shall be maintained in the trunk of each patrol and investigation vehicle, in the side box of each police motorcycle and in the gear bag of each patrol bicycle. Each vest should be stored inside a resealable plastic bag to protect and maintain the vest in a serviceable condition. Before going into service, each member shall ensure that a serviceable high-visibility vest is properly stored.

A supply of high-visibility vests will be maintained and made available for replacement of damaged or unserviceable vests. The Quartermaster should be promptly notified whenever the supply of vests needs replenishing.

BUILDING DEPARTMENT MONTHLY REPORT

September 2024 Inspections

| Inspection Type | Building Inspector | | Electrical Inspector | | Mechanical Inspector | | Plumbing Inspector | | Totals |
|-----------------|--------------------|------|----------------------|------|----------------------|------|--------------------|------|------------|
| | Comm | Resd | Comm | Resd | Comm | Resd | Comm | Resd | |
| Building | 26 | 43 | | | | | | | 69 |
| Electrical | | 1 | 34 | 48 | | 8 | 1 | | 92 |
| Mechanical | | 7 | 2 | | 20 | 22 | 2 | 8 | 61 |
| Plumbing | | | | | 6 | 6 | 18 | 19 | 49 |
| Fire | | | | | | | | | 0 |
| Totals | 77 | | 84 | | 62 | | 48 | | 271 |

September 2024 Permits

| Building Permit Category: | # of Permits | Estimated Value of Work | Average Value of Work | Permit Fees |
|---------------------------------|--------------|-------------------------|---------------------------|---------------------|
| Residential New | 2 | \$ 491,480.00 | \$ 245,740.00 | \$ 512.00 |
| Residential Alteration/Addition | 60 | \$ 575,141.00 | \$ 9,585.68 | \$ 2,666.00 |
| Commercial New | 1 | \$ 450,000.00 | \$ 450,000.00 | \$ 374.00 |
| Commercial Alteration/Addition | 18 | \$ 4,229,369.00 | \$ 234,964.94 | \$ 3,754.00 |
| Mobile Home Set-Up | 2 | \$ 21,300.00 | \$ 10,650.00 | \$ 80.00 |
| Fire Suppression System | 1 | \$ 2,000.00 | \$ 2,000.00 | \$ 40.00 |
| Storage Tank Install/Removal | 0 | \$ - | #DIV/0! | \$ - |
| Building Demolition/Move | 2 | \$ 5,700.00 | \$ 2,850.00 | \$ 80.00 |
| Swimming Pool Install | 1 | \$ 65,000.00 | \$ 65,000.00 | \$ 50.00 |
| All Accessory Structures | 10 | \$ 69,960.00 | \$ 6,996.00 | \$ 608.00 |
| Temporary Tents/Canopies | 0 | NA | NA | \$ - |
| Building Permits Issued | 97 | \$ 5,909,950.00 | | \$ 8,164.00 |
| Electrical Permits Issued | 46 | | | \$ 11,300.00 |
| Mechanical Permits Issued | 191 | | | \$ 14,560.00 |
| Plumbing Permits Issued | 16 | | | \$ 4,765.00 |
| Zoning Permits Issued | 45 | | | \$ 1,550.00 |
| Total Permits Issued | 395 | | Total Permit Fees: | \$ 40,339.00 |

Code Enforcement Report - September 2024

| Violation Sub-Type | Bruce Anglemeyer | | | | Ken Hunt | | | | Mayfield Timmons | | | | Trent Avance | | | | TOTALS | | |
|--------------------------------|------------------|----------------------|---------------------|----------------------|----------------|----------------------|----------------|----------------------|---------------------|----------------------|----------------|----------------------|----------------|----------------------|----------------------|----------------|----------------|---------------------|--|
| | New Violations | Re-inspections | Resolved Violations | New Violations | Re-inspections | Resolved Violations | New Violations | Re-inspections | Resolved Violations | New Violations | Re-inspections | Resolved Violations | New Violations | Re-inspections | Resolved Violations | New Violations | Re-inspections | Resolved Violations | |
| Board-Up | | | | | | | | | | | | | | | | | | | |
| Building Maintenance | 9 | 13 | 9 | 1 | 3 | 1 | 6 | 5 | 1 | 1 | 4 | 3 | 3 | 3 | 6 | 5 | 5 | | |
| Fire Damaged House | 1 | 2 | | | | | 1 | | | | | 3 | 1 | 4 | 19 | 22 | 15 | | |
| Missing Address #s | | | | | | | 2 | | 1 | | | | | | 2 | 0 | 1 | | |
| No Building Permit | | | | | | | | | | | | | | | 0 | 0 | 0 | | |
| Pool Maintenance | | | | | | | | | | | | | | | 0 | 0 | 0 | | |
| Posted Unfit for Human Occ. | | | | | | | | | | | | | | | 0 | 0 | 0 | | |
| Sewage Issues | | | | | | | | | | | | | | | 1 | 5 | 1 | | |
| Graffiti | | | | | | | | | | | | | | | 0 | 3 | 0 | | |
| Fallen/Cut Trees, Limbs, Brush | 1 | 4 | 1 | 1 | 8 | 1 | 19 | 3 | 1 | 1 | 1 | 3 | 2 | 5 | 3 | 15 | 3 | | |
| Tall Grass & Weeds | 6 | 14 | 6 | 8 | 20 | 13 | 19 | 22 | 20 | 3 | 3 | 2 | 2 | 5 | 36 | 58 | 44 | | |
| | | # Referred to React: | 5 | # Referred to React: | 4 | # Referred to React: | 7 | # Referred to React: | 7 | # Referred to React: | 5 | # Referred to React: | 5 | # Referred to React: | # Referred to React: | 245 | 16 | | |
| Trash & Debris | 100 | 104 | 100 | 88 | 90 | 79 | 73 | 46 | 37 | 129 | 132 | 5 | 5 | 132 | 390 | 245 | 348 | | |
| | | # Referred to React: | 2 | # Referred to React: | 2 | # Referred to React: | 2 | # Referred to React: | 2 | # Referred to React: | 2 | # Referred to React: | 2 | # Referred to React: | 0 | 0 | 2 | | |
| Boat/Camper/Trailer: Parking | | | | | | | | | | | | | | | 0 | 0 | 0 | | |
| Comm. Vehicle/Trailer: Parking | | | | | | | | | | | | | | | 0 | 2 | 0 | | |
| Vehicle: Abandoned | | 3 | | | 1 | | | | | | | | | | 0 | 4 | 0 | | |
| Vehicle: Unapproved Parking | 1 | 3 | 2 | 2 | 13 | 3 | 4 | 18 | 5 | | | | | | 7 | 34 | 10 | | |
| Vehicle: Unlicensed/Inop. | | | | | | | 2 | | | 1 | | 1 | | | 3 | 1 | 0 | | |
| TOTALS: | 118 | 143 | 123 | 103 | 147 | 106 | 107 | 94 | 72 | 141 | 144 | 12 | 12 | 144 | 469 | 396 | 445 | | |
| TICKETS: | # of Tickets | | Total \$ | # of Tickets | | Total \$ | # of Tickets | | Total \$ | # of Tickets | | Total \$ | # of Tickets | | Total \$ | TICKET TOTALS | | | |
| | 0 | \$ - | \$ - | 0 | \$ - | \$ - | 0 | \$ - | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | | |

TOWING SERVICE AGREEMENT

THIS AGREEMENT entered into this _____ day of December, 2024, between the Board of Public Safety of the City of Elkhart, Indiana, (hereinafter “City”) and _____ (hereinafter “Towing Service”):

WITNESSETH

WHEREAS, the City maintains a list of available towing businesses; and

WHEREAS, the Towing Service desires to have its name added to the list of towing businesses with which the City contracts for its towing needs (hereinafter “Contract List”); and

WHEREAS, the parties agree that each towing business on the Contract List will receive equal consideration when receiving calls from City departments that utilize towing and related services and that the charges imposed will be uniform.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The term of this Agreement shall commence on January 1, 2025, and terminate on December 31, 2025, however, this Agreement shall renew automatically from year to year unless either party notifies the other, in writing, at least (30) days before December 31 that the party does not wish to renew the Agreement.

2. A. The Towing Service shall comply with the Rules and Regulations for Towing Services promulgated by the Elkhart City Board of Public Safety (hereinafter “Rules and Regulations”). The Rules and Regulations are attached hereto as Exhibit A and incorporated herein as though fully set forth. Violation of the Rules and Regulations by Towing Service shall be considered a default of this Agreement.

B. The City reserves the right, in its sole discretion, to amend any or all of the Rules and Regulations. Written notice of such amendment must be provided to Towing Services at least thirty (30) days prior to the effective date of such amendment. Should a Towing Service not agree to any such amendment, then the sole remedy of said Towing Service shall be termination of this Agreement and removal from the Contract List.

3. The City represents that the City Communications Center will make a good faith effort to distribute calls for towing in rotation equally among all Towing Services which have executed an agreement identical to this Agreement and which are maintained on the Contract List. When a call is made to tow a City owned vehicle, such call shall go to Towing Service “next up” on the rotation schedule, but shall not count for rotation purposes and Towing Service responding to said call shall be left on the top of the towing rotation schedule. Likewise, calls

for civilian/private assistance made simply for the convenience of such civilian/private individual shall go to Towing Service “next up” on the rotation schedule, but shall not count for rotation purposes and Towing Service responding to said call shall be left on the top of the towing rotation schedule. Additionally, calls for Lock-outs (both Emergency and Non-Emergency) shall go to Towing Service “next up” on the rotation schedule, but shall not count for rotation purposes and Towing Service responding to said call shall be left on the top of the towing rotation schedule. Further, calls to move a vehicle a short distance for extrication purposes shall go to Towing Service “next up” on the rotation schedule or to any available Towing Service, but shall not count for rotation purposes and Towing Service responding to said call shall be left on the top of the towing rotation schedule. Calls for a response to an industrial accident requiring the services of a towing service shall go to Towing Service “next up” on the rotation schedule and shall count for rotation purposes.

4. If Towing Service does not comply with any term of this Agreement, the towing service may be deemed to be in breach of this Agreement. See section 19 of the Rules and Regulations.

5. The City shall not be liable for any injuries to an employee of Towing Service or any subcontractor of Towing Service nor for any loss or damage to property sustained by Towing Service or any subcontractor of Towing Service as a result of any activity performed by Towing Service or a subcontractor of Towing Service pursuant to this Agreement.

6. Towing Service hereby agrees to indemnify, hold harmless, and defend the City from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, or expense of any kind and nature. Indemnification shall include any attorney’s fees, which the City may suffer or damages incurred by reason of bodily injury, including death, to any person(s). Indemnification shall include damages incurred by reason of damage or destruction of any property, including the loss thereof. Indemnification shall include any and all damages for bodily injury or property damage arising out of or in any manner connected with any activity that is to be performed by Towing Service or a subcontractor of Towing Service hereunder, which the City may sustain or incur in connection with any litigation, investigation, or other expenditures incident thereto, including any suit instituted by the City to enforce the obligation of this indemnification clause. It is the intent of the parties hereto that Towing Service shall indemnify the City under this indemnification clause to the fullest extent permitted by law, except that Towing Service shall not be required to indemnify the City for any amount of damage that is caused solely by the negligence of the City.

7. It is the policy of the City of Elkhart to provide equal treatment and service in public accommodation to any person regardless of the race, religion, color, sex, disability, national origin or ancestry of that person. Such equal treatment refers to all services provided by the City of Elkhart, its officers, employees, agents, and independent contractors, including Towing Service. Towing Service shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, because of his/her race, religion, color, sex, disability, national origin, or ancestry. A breach of this covenant by Towing Service shall

be regarded as a material breach of this Agreement.

8. Towing Service agrees to pay the reasonable attorney's fees of the City incurred in enforcing the terms of this Agreement in the event of a violation of the terms or covenants herein contained.

9. This Agreement shall be construed in accordance with the laws of the State of Indiana and shall be binding upon the parties hereto and their respective successors.

10. No waiver by City of any breach of any term, covenant, or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other terms, covenant, or condition. The acceptance of any services by Towing Service shall not be deemed a waiver of any earlier breach by Towing Service of any term, covenant, or condition hereof, regardless of City's knowledge of such breach when such service is accepted. No covenant, term, or condition of this Agreement shall be deemed waived by the City unless waived in writing.

11. A. All notices from Towing Service to the City required or permitted by any provision of this Agreement shall be directed to the City as follows:

Board of Public Safety
229 South Second Street
Elkhart, IN 46516

With a copy to: Corporation Counsel
229 South Second Street
Elkhart, IN 46516

B. All notices from the City to Towing Service required or permitted by any provision of this Agreement shall be directed to Towing Service at the address for Towing Service, as stated on the signature page of this Agreement, above the signature of the authorized agent for Towing Service.

C. All notices to be given by either party shall be written and sent by registered or certified mail, postage prepaid, addressed to the party intended to be notified at the addresses set forth above. Either party may, at any time, or from time to time, notify the other in writing of a substitute address from that set forth herein, and thereafter notices shall be directed to such substitute address. Notice given as aforesaid shall be deemed sufficient service thereof, and shall be deemed given as of the date received, as evidenced by the return receipt of the registered or certified mail, or three (3) days after mailing of the certified or registered mail, whichever is earlier.

12. Towing Service shall indemnify and hold harmless the City, or its successors or assigns, from any and all liabilities, damages, costs, claims, suits, actions, legal or administrative

proceedings, interests, losses, expenses, and reasonable attorneys fees resulting from or in any way connected with bodily injury to or the death of any person or property damage of any kind, wherever located and by whomever owned, arising out of any activity taken by Towing Service pursuant to this Agreement that results in the release, spilling, leaking, or dumping of “hazardous substances” of any type or nature, as such term is defined in and/or used in applicable local, state, or federal law, or the regulations issued under said laws, or any other environmental damage.

13. This Agreement is executed by a duly authorized officer or other representative of Towing Service, for and on behalf of Towing Service and the persons executing this Agreement for and on behalf of Towing Service acknowledge and state that they have full power and authority to execute this Agreement pursuant to the law.

14. The performance of any services hereunder by the Towing Service shall be in the capacity as an independent contractor and not as an officer, agent or employee of the City.

15. A. E-Verify Program. All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section.

B. Pursuant to I.C. § 22-5-1.7 et seq., Contractor shall enroll in and verify the work-eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. Contractor is further required to execute an affidavit (“Exhibit B”) affirming that: (i) it is enrolled and participating in the E-verify program, and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Contractor shall provide the City with documentation that it is enrolled and participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Contractor and delivered to the City’s authorized representative.

C. Should Contractor subcontract for the performance of any work under this Agreement, the Contractor shall require any subcontractor to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor is enrolled and participating in the E-verify program. Contractor shall maintain a copy of such certification for the duration of the term of any subcontract. Contractor shall also deliver a copy of the certification to the City within 7 days of the effective date of the subcontract.

D. If Contractor, or any subcontractor of Contractor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien, Contractor shall terminate the employment of or contract with the unauthorized alien within thirty (30) days (“Cure Period”). Should the Contractor or any subcontractor of Contractor fail to cure within the Cure Period, the City has the right to terminate this Agreement without consequence.

E. The E-Verify requirements of this Agreement will not apply should the E-Verify program cease to exist.

16. This Agreement replaces and supersedes all prior agreements existing between the City and Towing Service.

[Signature Page Follows]

IN WITNESS WHEREOF, the City and Towing Service have executed this Agreement the day and year first above written.

TOWING SERVICE

Company Name

Street Address

By: _____
Signature

City, State, Zip Code

Title

**CITY OF ELKHART, INDIANA
By its Board of Public Safety**

Dr. Kara Boyles, Chairwoman

LaLaesha Black, Vice-Chairwoman

Anthony Coleman, Member

Dacey Davis, Member

Brian Thomas, Member

ATTEST:

Nancy Wilson, Clerk of the Board

EXHIBIT A

RULES AND REGULATIONS FOR TOWING SERVICES

SECTION 1: SCOPE

These “Rules and Regulations” apply to all towing businesses (“Towing Service(s)”) that have entered into an Agreement or Agreements (“Agreement”) with the City of Elkhart (“City”) to provide towing services to the City. Any Towing Service that has entered into an Agreement is added to the list of towing businesses with which the City contracts for towing (“Contract List”).

SECTION 2: TOW TRUCK OPERATORS

Tow truck operators shall not have any felony convictions.

SECTION 3: AVAILABILITY

All Towing Services shall have available at all reasonable times at least two (2) tow trucks and any other proper equipment to remove any wrecked or disabled vehicle. All Towing Services shall provide towing services twenty-four (24) hours a day and seven days a week.

SECTION 4: LICENSING AND REGISTRATION

All Towing Services shall comply with all Ordinances of the City of Elkhart, all laws, licensing requirements, and regulatory authority of the State of Indiana and the United States government, and all other lawful rules and regulations, which are now or may hereafter be in effect. The Elkhart Police Department maintains, and has available for Towing Services, copies of certain legal requirements.

SECTION 5: INSURANCE

All Towing Services shall carry a sufficient amount of liability insurance. In addition, all Towing Services shall procure “hook” insurance in the amount of One Million Dollars (\$1,000,000.00) that protects the owners of towed vehicles from damage to personal property and protects all persons from damage to persons or property, which may arise out of the services performed by Towing Service pursuant to this Agreement.

Further, Towing Service shall procure “garage keepers” insurance in sufficient amounts to cover theft, fire, vandalism, or other damage suffered to any property or to any person as a result of the possession by the Towing Service of vehicles impounded by Towing Service pursuant to this Agreement, for which theft, fire, vandalism or other damage the Towing Service is held liable under applicable Indiana law.

SECTION 6: PROOF OF INSURANCE

Each Towing Service shall file a copy of a certificate of all insurance required at Section 5 herein with the Board of Public Safety, 229 South Second Street, Elkhart IN 46516. Each Towing Service shall file copies of all renewals of said insurance certification on or before the date of expiration of said certification. Each Towing Service that does not so file copies of insurance certification as required herein shall be deleted by the City from the Contract List.

SECTION 7: TOW TRUCK IDENTIFICATION

Each Towing Service shall affix its name and the city where it is located on any tow truck used by Towing Service to perform services hereunder in accordance with the provisions of Indiana Code § 24-4-6-2, or any successor to said code section.

SECTION 8: YARD OF SAFEKEEPING ENCLOSURE

Each Towing Service shall have a yard (“Enclosure”) with a fence for the purpose of safekeeping vehicles and other property towed pursuant to an Agreement. The fence must be capable of being locked to assure the security of vehicles ordered towed by the City pursuant to an Agreement. Each Towing Service shall provide substantial security to prevent damage to any vehicles towed pursuant to an Agreement. Said security shall be provided by security personnel, electronic alarms, and/or other appropriate and effective security measures. The Enclosure shall be constructed, located and maintained in conformance with all applicable City and County of Elkhart ordinances.

SECTION 9: TOWING SERVICE LOCATION

Towing Service must have its principal place of business and its storage facility located within the limits of Elkhart County, Indiana.

SECTION 10: REASONABLE TOWING AND STORAGE FEES

The Elkhart Board of Public Safety shall have the sole authority to establish reasonable towing and storage fees for all vehicles towed pursuant to these Rules and Regulations and the Agreements. The Elkhart Board of Public Safety, the Elkhart City Police, and the Towing Services on the Contract List shall meet annually and review cost of living increases to establish towing and storage fees.

The current services and maximum fee allowable for those services, except in extraordinary circumstances, shall be as follows:

| | | |
|----|---|--|
| A. | Towing (Light Duty: 6-8,000 G.V.W.) | \$180.00 |
| B. | Winch & Recovery (Light Duty (minimum one hour) | \$100.00 per hour |
| C. | Storage (Outside, Light Duty) | \$60.00 per day or any part thereof. |
| D. | Storage (Inside, Light Duty) | \$80.00 per day or any part thereof. |
| E. | Environmental Protection Charge | \$20.00 |
| F. | City Vehicles (up to 6-8,000 lbs. G.V.W.) | \$65.00 plus \$2.25 per mile roundtrip outside of the City. |
| G. | City Vehicles (over 8,000 lbs. G.V.W.) | Normal and Customary |
| H. | After Hour Gate Fee (per appointment, see Rules and Regulations Number 12) | \$75.00 |
| I. | Heavy Duty Towing and Storage | Normal and Customary |
| J. | City Request to Move Vehicle | \$65.00 per Hook |
| K. | Lock-out (Emergency, Child Locked in Car) | No Charge |
| L. | Lock-out (Non-Emergency) (Don't lose your spot in the rotation) | \$85.00 |
| M. | Administrative (searched is part of the administrative process and shouldn't be done for 24 hours) | \$135.00 after 24 hours & searched |
| N. | No key | \$25.00 |
| O. | Labor | \$50.00 per half hour |
| P. | Special Equipment | \$65.00 |
| Q. | Pull Out/Tow Out of Lot | \$45.00 |
| R. | Biohazard | \$45.00 |

| | | |
|----|-----------------|----------------------|
| S. | Credit Card Fee | up to 4% |
| T. | Crash Wrap | Normal and Customary |
| U. | Oil Dry | Normal and Customary |

Storage fees shall begin to accrue immediately upon the placement of the vehicle in Towing Services storage yard. Storage fees shall continue to accrue based upon calendar days with each new calendar day commencing at 12:01 a.m. However, if a vehicle is released within twenty-four hours or less, there shall be one day's storage charged for that storage, even though said vehicle may be stored during two calendar days.

Should circumstances warrant disconnection of the transmission of any vehicle to be removed, Towing Service shall reconnect said transmission to the vehicle for no added fee.

The City shall not be responsible for payment to Towing Service for any fee enumerated above for any vehicle towed by police order whether redeemed by the vehicle owner or unclaimed, unless said vehicle is a City owned vehicle, in which case, Section 11 shall apply, provided, however, in no event shall this provision release the vehicle owner from the obligation to pay any fee enumerated above. The City, in its sole discretion, may determine that a vehicle owner should not be responsible for towing fees incurred pursuant to a criminal investigation, in which case the City shall assume and pay said towing fees.

SECTION 11: REMOVAL OF CITY VEHICLES

Notwithstanding any other provision of this Agreement, if Towing Service is called upon to remove a City-owned vehicle, and Towing Service removes said vehicle pursuant to an Agreement, Towing Service shall be required to send a claim voucher to the Board of Works before the City shall be required to pay fees for said removal.

SECTION 12: RELEASE OF VEHICLES AND PERSONAL PROPERTY

Towing Services shall be open to the public to release vehicles or personal property from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday and from 8:00 a.m. to 12:00 noon on Saturday. After hours and holiday release shall be by appointment only. Holidays shall be as designated by the City.

1. In the event of a vehicle being towed after an accident not involving criminal activity, personal property located in the vehicle shall be released without charge to the owner of said personal property upon satisfactory proof of identity and ownership of said personal property.

2. Upon satisfactory proof of identity and ownership, the following personal property located in a vehicle shall be released without charge to the owner:

1. Paperwork not associated with the vehicle.
2. Items of clothing.

3. Prescription eye-glasses and prescription sunglasses.
4. Prescriptions.
5. Child seats.
6. Keys not associated with the vehicle.

SECTION 13: CITY POLICE OFFICERS' RESPONSIBILITY FOR INVENTORY

The City of Elkhart, through Elkhart City Police Officers, will conduct an inventory of personal property found in each vehicle that is impounded by Towing Service as a result of an order of the Police Department. Officers shall prepare a complete inventory list of all personal property located in each vehicle being impounded. In the event that cash is inventoried, a dollar amount of that cash shall be included in the inventory.

SECTION 14: RESPONSE TIME

Employees of the requesting City Department will remain at scenes where Towing Service is called to tow vehicles pursuant to an Agreement until Towing Service is ready to clear the scene. Towing Services shall be required to arrive on the scene within twenty-five (25) minutes of the initiating call in non-peak times, and within thirty (30) minutes during peak traffic times or during hazardous weather conditions. If the Towing Service cannot arrive on the scene within the above stated times, Towing Service shall notify dispatch of this fact and shall provide dispatch with an estimated time of arrival. If, in the discretion of the requesting person, the estimated time of arrival is not soon enough, the requesting person may cancel the call. A second Towing Service may then be called and the first Towing Service shall have no further right to perform the service called for, and shall have no claim or charge for that call.

SECTION 15: COMMUNICATION

The Towing Service shall be the sole determiner regarding the nature of the vehicle to be towed and whether dollies or other special equipment are needed.

SECTION 16: RADIO LOG

The City's Communication Department shall maintain a radio log approved by the Elkhart Board of Public Safety that documents any calls pursuant to this Agreement. If a Towing Service misses more than three (3) calls due to refusal, or excessive response time, the Chief of Police of the City of Elkhart has the option to: (1) schedule a hearing for the Towing Service to determine whether the Agreement with the Towing Service will be terminated and the Towing Service deleted from the Contract List; or (2) terminate the Agreement and delete the Towing Service from the Contract List. In either event, the Towing Service will be notified in writing by the City of Elkhart. Refusals made by a Towing Service after making the scene will be handled pursuant to Section 19.

SECTION 17: RULES OF CONDUCT

All owners and employees of each Towing Service shall perform all functions requested by the City pursuant to an Agreement in a prompt, professional manner, and will conduct themselves in a professional manner at all times.

SECTION 18: PERIODIC MEETINGS

The Chief of Police of the City of Elkhart or the Board of Public Safety of the City of Elkhart may, at his/her/their discretion, periodically call a meeting with any Towing Service to ensure the compliance of the Towing Service with these Rules and Regulations and this Agreement. Any complaint by any Towing Service toward an employee of the City of Elkhart who has requested towing pursuant to this Agreement, shall immediately be given by such Towing Service to the Chief of Police and the Board of Public Safety, in writing.

SECTION 19: COMPLAINT HANDLING PROCEDURES

Should any citizen or any other party make a complaint against a Towing Service with respect to any action of Towing Service pursuant to this Agreement, it shall be the responsibility of the complainant to notify the City of Elkhart Board of Public Safety of such complaint; however, if such complaint is made to a Department of the City or any Towing Service, such City Department and/or Towing Service shall forward said complaint to the Elkhart Board of Public Safety. Upon receipt of any such complaint, the City of Elkhart will refer the complaint to a committee comprised of the Elkhart City Attorney, the Manager of the City of Elkhart's 911 Communications Department, and a designated representative of the Elkhart Police Department. The committee will make a recommendation to the Board of Public Safety. After such recommendation has been made, the Board of Public Safety shall set the complaint for public hearing within thirty (30) days of receipt of the recommendation. If, after said hearing, it is determined that the Towing Service has violated the provisions of these Rules and Regulations or its Agreement with the City, the City of Elkhart Board of Public Safety shall take the following action: Issue a written reprimand and/or remove the Towing Service from the Contract List for a period of time to be determined, including permanent removal from the Contract List. If a breach of the contract is discovered, the City may choose to avail itself of any and all remedies available to it above and beyond, and including, this complaint procedure.

SECTION 20: CLEAN-UP

Each Towing Service must clean the street of all glass and debris (however, "glass and debris" does not include "hazardous substances" as defined in applicable local, State, or Federal law or the regulations issued thereunder) and perform all other responsibilities incidental to services performed by each Towing Service at the scene of every accident to which the Towing Service is called pursuant to this Agreement. In the event that these responsibilities are not completed by the Towing Service, and it is necessary for the Police Department to request the

assistance of the Street Department to complete these responsibilities, then the Towing Service will be charged for the clean-up at the rate of Fifty Dollars (\$50.00) per hour, with a minimum clean-up charge of one hour's time, or Fifty Dollars (\$50.00).

Towing Service shall not be required to perform a service at a site hereunder when it can be reasonably determined that an extensive amount of hazardous substances has been released onto the street or is subject to imminent release onto the street. If Towing Service commences to perform a service and the release of hazardous substances occurs, Towing Service shall not be obliged to continue performing such service at the site of the release.

This section shall not modify any other obligation of Towing Service that is contained in this Agreement.

SECTION 21: SUBCONTRACTING

In the event that a Towing Service is called to perform a service pursuant to this Agreement and, because of the extraordinary nature of the service to be performed at the call, that Towing Service cannot perform the service because of lack of equipment or other reasons, the Towing Service may subcontract that call only in the following manner. The Towing Service receiving the call may subcontract that call first to another Towing Service on the Contract List. If and only if every other Towing Service on the Contract List is contacted and cannot perform the services required at the call, may the Towing Service receiving the call subcontract with another towing service that is not on the Contract List. In the event that the Towing Service is permitted to subcontract with another towing service that is not on the Contract List, the Towing Service shall remain liable for the actions of the subcontracted towing service pursuant to the provisions of the Agreement executed by the Towing Service and the City.

SECTION 22: INVENTORY LIST

During the term of this Agreement, Towing Service shall submit to the City, a written notice that a vehicle was towed pursuant to a Police Impound Order under this Agreement (other than Junk and Abandoned, Accident and Private Tows) and has been held for a period of 10 days. Said written notice shall be sent within 24 hours of the expiration of 10 days from the date of towing and shall include the vehicle description, license plate and VIN number, pick up location, tow date and which agency ordered the tow.

Said written notice shall be either mailed to:

Elkhart City Police Administration
175 Waterfall Drive
Elkhart, Indiana 46516

or, in the alternative, Towing Service may send said written notice by electronic facsimile (FAX) within the aforesaid time limits to:

Elkhart City Police Administration
(574) 293-0679

The foregoing RULES AND REGULATIONS are adopted by the Board of Public Safety of the City of Elkhart, Indiana, this _____ day of November, 2024.

Company Name

Street Address

By: _____

Signature

City, State, Zip Code

Title

CITY OF ELKHART, INDIANA
By its Board of Public Safety

Dr. Kara Boyles, Chairwoman

LaLaesha Black, Vice-Chairwoman

Anthony Coleman, Member

Dacey Davis, Member

Brian Thomas, Member

ATTEST:

Nancy Wilson, Clerk of the Board

TOWING SERVICE:

Name

Street Address

By: _____
Signature

City, State, Zip Code

Printed Name and Title

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 _____ day of _____, 20__

Contractor

Signature of Person Authorized to sign on behalf
of Contractor

Printed Name and Title

Memo

To: Members of the Board of Public Safety

From: Rose Rivera, City Attorney

Date: October 17, 2024

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

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

The Police Merit Commission has jurisdiction over all hiring, promotion and disciplinary proceedings involving members of the Police 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 Police 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 Police 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 Police Department and by having the notice read during shift roll calls. The attached Resolution No. 24-R-02 accomplishes this purpose.

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

Resolution No. 24-R-02

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

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

Whereas, on December 6, 2016, a majority of all active members of the Police Department of the City of Elkhart ("Police Department") approved the merit system for the Police 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 police merit commission comprised of five commissioners, two of whom must be elected by all active members of the Police Department at a meeting called specifically for that purpose by the Board of Public Safety; and

Whereas, the active members elected Commissioner James Rieckhoff and Commissioner Clifton Hildreth as their representatives on the police merit commission; and

Whereas, Commissioner James Rieckhoff's term will expire on December 31, 2024, and a majority of all present active members of the Police Department need to re-elect Commissioner James Rieckhoff or elect some other person who is affiliated with the Republican Party to serve on the police merit commission; and

Whereas, a meeting of the active members of the Police Department must be convened for the purpose of electing an eligible person affiliated with the Republican Party to the police 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 Police Department that a meeting will be held to elect a person to the Police Merit commission; and

Whereas, the notice must be given to all active members of the Police Department by posting it in prominent locations in all stations of the Police 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 Republican Party to the Police Merit Commission is hereby approved and authorized to be given to all active members of the Police Department pursuant to the Act.

2. The Police Chief or his designee shall post the notice in prominent places in the station of the Police 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 Police Department may nominate a person affiliated with the Republican Party for the Police Merit Commission by submitting that person's name, address and telephone number to the Police 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 Police 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 Police 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 _____, 2024.

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

Dr. Kara Boyles, Chair

LaLaesha Black, Vice-Chair

Anthony Coleman, Member

ATTEST:

Dacey Davis, Member

Nancy Wilson, Clerk
Board of Public Safety

Brian Thomas, Member

Notice of Meeting to Elect a Person to the Merit Commission

For the Police Department of the City of Elkhart, Indiana

Notice is hereby given to all active members of the Police Department of the City of Elkhart, Indiana, ("Police Department") that on _____, 2024 at _____ p.m. (local time) in the Squad Room of the Police Station, 175 Waterfall Drive, 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 Police Department. Only active members of the Police 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 Police 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 _____ p.m. (local time).

Dated the _____ of _____, 2024.

BOARD OF PUBLIC SAFETY OF THE

CITY OF ELKHART

Dr. Kara Boyles, Chair

Department of Law

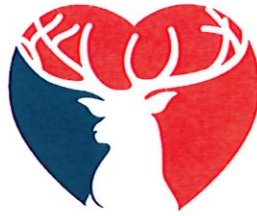
John M. Espar
Corporation Counsel

Rose Rivera
City Attorney

Kevin Davis
Deputy City Attorney

Maria L. Leon
Paralegal

Elizabeth Turner
Paralegal



City of Elkhart

City with a Heart

Rod Roberson
Mayor

City Hall

229 S. Second St.
Elkhart, Indiana 46516

Fax: 574.522.6794
Tel: 574.294.5471 Ext. 1057 or 1059

www.elkhartindiana.org

To: Members of the Board of Public Safety

From: Kevin Davis, Deputy City Attorney

Date: October 17, 2024

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: two (2) appointed by the Mayor (one from each political party), one (1) appointed by the City Council, and two (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. 24-R-03 accomplishes this purpose.

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

Resolution No. 24-R-03

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 Jim Rodino as its representatives on the Fire Merit Commission; and

Whereas, Commissioner Jim Rodino's term expires on December 31, 2024, and a majority of all present active members of the Fire Department need to re-elect Commissioner Rodino or elect some other person who is affiliated with the Republican 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 Republican 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 Republican 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 Republican 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 _____, 2024.

Dr. Kara Boyles, Chairman

Brian Thomas, Member

Laleasha Black, Member

Dacey Davis, Member

Anthony Coleman

ATTEST:

Nancy Wilson, Clerk
Board of Public Safety

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 _____ (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 Republican 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 _____ p.m. (local time).

Dated this _____ of _____, 2024.

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

Dr. Kara Boyles, Chairman