

AGENDA
BOARD OF PUBLIC SAFETY
Tuesday, January 14, 2025
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 2303 323 3950

Password Safety25

- 1. ROLL CALL**
- 2. APPROVE AGENDA**
- 3. Election of 2025 Officers**
- 4. APPROVE MINUTES: Regular Meeting December 10, 2024**
- 5. POLICE DEPARTMENT**
 - Commendations- Det. Jesse Morgenthaler,
Jesus Carlos Contreras
- 6. FIRE DEPARTMENT**
- 7. COMMUNICATIONS CENTER**
 - November 2024 Month End Report
- 8. BUILDING AND CODE ENFORCEMENT**
 - November & December 2024 Month End Reports
 - 2024 Year End Report
 - Properties for Order to Take Action Hearing 1-29-25
 - Board of Safety Resolution 25-R-01 Authorizing Building
Commissioner to Approve Compliance Agreements
 - Agreement with A&G Environmental- Asbestos Inspection and
Abatement
- 9. OTHER PUBLIC SAFETY MATTERS**
 - Police Merit Commission Minutes
 - Firefighter Grievance Hearing Requests (24)
- 10. PUBLIC PARTICIPATION**
- 11. ADJOURNMENT**

BOARD OF PUBLIC SAFETY
Tuesday, December 10, 2024

Chairman Dr. Kara Boyles called a regular meeting of the Board of Public Safety to order at 9:00 a.m., Tuesday, December 10, 2024. Clerk Nancy Wilson called the roll. Kara Boyles, Laesha Black, Dacey Davis, and Anthony Coleman were present. There is one vacancy on the Board of Safety.

1. APPROVE AGENDA

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

2. MINUTES- Regular Meeting November 26, 2024

On motion by Laesha Black, seconded by Dacey Davis and carried 4-0, the minutes from November 26, 2024 were approved as presented.

3. POLICE

Chief Milanese presented an Agreement with Flock Safety to add hardware and software to the current Flock Safety platform. On motion by Laesha Black, seconded by Anthony Coleman and carried 4-0, the Board approved the Flock Safety Agreement amendment to the current platform as presented.

Chief Milanese presented the current Elkhart County Regional SWAT Team Memorandum of Understanding for ratification. On motion by Laesha Black, seconded by Anthony Coleman and carried 4-0, the Board ratified the Elkhart County Regional SWAT Team Memorandum of Understanding that covers the Elkhart Police Department, the Elkhart County Sheriff's Department, the Goshen Police Department, and the Goshen Fire Department.

Chief Milanese presented an Agreement with Central Square to add Crimeview Analytics to the current Central Square Platform. On motion by Laesha Black, seconded by Dacey Davis and carried 4-0, the Board approved an Agreement with Central Square to add Crimeview Analytics to the current Platform.

4. COMMUNICATIONS CENTER

911/Communications Department Head Dustin McLain presented the October Month End Report for approval. On motion by Dacey Davis, seconded by Laesha Black and carried 4-0, the Board accepted the October Month End Report and placed it on file.

Dustin McLain presented a contract with INDigital for approval. INDigital, our 9-1-1 service provider, requires regular refreshing of our 9-1-1 hardware every five years. On motion by Laesha Black, seconded by Dacey Davis and carried 4-0, the Board approved the INDigital Agreement to update the 9-1-1 hardware and authorized Dustin McLain to sign the Agreement on behalf of the Board.

5. OTHER PUBLIC SAFETY MATTERS

Request for a Grievance Hearing: Firefighter Ryan Billings

Kara noted for the record the grievance was withdrawn. No action was taken.

Police and Fire Merit Commission Minutes

On motion by Anthony Coleman, seconded by Dacey Davis and carried 4-0, the Police Merit Commission minutes from August 12, 2024 were accepted and placed on file. On motion by Laesha Black, seconded by Anthony Coleman and carried 4-0, the Fire Merit Commission minutes from October 28, 2024 were accepted and placed on file.

Election Results- Police Merit Commission Appointment

On motion by Dacey Davis, seconded by Laesha Black and carried 4-0, the

BOARD OF PUBLIC SAFETY
Tuesday, December 10, 2024

Board accepted and placed on file the election results that appointed James Rieckhoff to the Police Merit Commission.

Election Results- Fire Merit Commission

On motion by Dacey Davis, seconded by Laesha Black and carried 4-0, the Board accepted and placed on file the election results that appointed Jim Rodino to the Fire Merit Commission.

6. ADJOURNMENT

Chairman Kara Boyles adjourned the Board of Safety meeting at 9:16 a.m.

_____ Laesha Black, Vice-Chairman

Attest: _____ Nancy Wilson, Clerk of the Board

COMMENDATION



TO: Det. Jesse Morganthaler

DATE: 9/23/2024

RE: Commendation

On 9/23/2024 Sgt. Snow submitted the following into Benchmark. "I would like to formally commend Cpl. Morganthaler for his exceptional productivity and initiative in combating the issues of drug-related crimes and gun violence within our community. His dedication to getting dangerous subjects off the streets has significantly contributed to enhancing public safety. Cpl. Morganthaler's collaborative efforts with fellow officers and various agencies have not only led to successful investigations but have also fostered a spirit of teamwork that is essential in our line of work. His proactive approach and relentless commitment to making our community safer for all are truly commendable. I have personally worked with Cpl. Morganthaler by entering information into the Flock Camera system, Jail calls, and or CLEAR reports which was then shared back with Cpl. Morganthaler to assist in bringing those people to justice. Thank you, Cpl. Morganthaler, for your hard work and dedication. Your contributions are greatly valued and inspire us all to strive for excellence in service.
Thank you
Sgt. Jeremy Snow"

I agree with Sgt. Snow and believe you are worthy of this Commendation for all the hard work and dedication you put forth in the profession! Every day you show up to work with a passion that is unmatched.

Respectfully,

Travis Hamlin
Uniform Captain

Daniel Milanese
Chief of Police

C: Administration
Personnel File

COMMENDATION



TO: Sgt. Contreras
DATE: 11/03/2024
RE: Commendation

I received the following email from Lt. Walsh of the Elkhart County Homicide Unit

"Sir,

In addition to the email I just sent regarding the uniform officers involved in the homicide from yesterday, I also want to add something about Carlos.

It's my understanding that Carlos was on his way home from working 12 hours when he heard the call go out. He recognized that he could be of benefit to the investigation as most parties involved in the incident spoke Spanish. Instead of going home, he made the decision to go to the call knowing that it would likely result in him working at least several more hours, again, beyond the 12 hours he had already worked.

When I spoke with Carlos at the scene he was knowledgeable on the progress of the investigation which greatly assisted when he and I were communicating with people. As things at the scene were beginning to wind down, he agreed to assist the homicide unit by translating during interviews and returned to our office where he was involved in at least two valuable interviews. All of this was completed while he was holding at least somewhat (based on my understanding) of a supervisory role at the scene.

Had Carlos not made the decision he did by going to the shooting call, our investigation would likely not be as far along as it is, and it certainly wouldn't have done as efficiently as it was. His efforts and willingness to do what he knew needed to be done are appreciated.

Thank you,

Lt. Matthew Walsh A249"

I agree with Lt. Walsh and commend Sgt. Contreras for his hard work and taking the initiative to support his fellow officers on this complex call after working an extended shift.

Comm24-12-64

Case# 2024-1.103-015

Respectfully,



Travis Hamlin
Uniform Captain



Daniel Milanese
Chief of Police

C: Administration
Personnel File

Rod Roberson
Mayor

574.293.2175
Fax: 574.294.5530

Dustin McLain
Department Head

Elkhart City Communications
135 East Franklin Street
Elkhart, Indiana 46516



Date: December 19, 2024

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

From: Dustin McLain, Department Head
Elkhart Communications Center

Re: **November 2024 Month End Report**

We processed 8,142 incoming & outgoing emergency and non-emergency phone calls. This was an increase of 208 calls from November of 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 (including outbound)
	2076	6066	8142
2023 TOTALS	1798	6136	7934

By shift, we entered 7647 6069 calls into the CAD, an increase of 1,578 calls from November of 2023. Below is a breakdown of the call volume by shift.

	POLICE CALLS	FIRE CALLS	OTHER	TOTALS
Day Shift	2244	370	392	3006
Afternoon Shift	1915	321	322	2558
Midnight Shift	1783	192	108	2083
All Shifts	5942	883	822	7647
2023 TOTALS	4573	814	682	6069

*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 November 2024 we handled 35 AUDIO REQUESTS for the Prosecutor’s Office and Police Dept. We provided 5 (FOIA) Public Records Requests to individuals.

BUILDING DEPARTMENT MONTHLY REPORT

November 2024 Inspections

Inspection Type	Building Inspector		Electrical Inspector		Mechanical Inspector		Plumbing Inspector		Totals
	Comm	Resd	Comm	Resd	Comm	Resd	Comm	Resd	
Building	21	59			4	13	1	4	102
Electrical			29	34					63
Mechanical		2			31	19			52
Plumbing					1	1	20	17	39
Fire									0
Totals	82		63		69		42		256

November 2024 Permits

Building Permit Category:	# of Permits	Estimated Value of Work	Average Value of Work	Permit Fees
Residential New	3	\$ 1,302,850.00	\$ 434,283.33	\$ 639.00
Residential Alteration/Addition	36	\$ 366,104.00	\$ 10,169.56	\$ 2,051.00
Commercial New	1	\$ 12,000,000.00	\$ 12,000,000.00	\$ -
Commercial Alteration/Addition	16	\$ 1,858,194.00	\$ 116,137.13	\$ 2,093.00
Mobile Home Set-Up	9	\$ 110,180.00	\$ 12,242.22	\$ 360.00
Fire Suppression System	3	\$ 61,600.00	\$ 20,533.33	\$ 200.00
Storage Tank Install/Removal	1	\$ 300,000.00	\$ 300,000.00	\$ 50.00
Building Demolition/Move	5	\$ 62,500.00	\$ 12,500.00	\$ 240.00
Swimming Pool Install	0	\$ -	#DIV/0!	\$ -
All Accessory Structures	11	\$ 169,500.00	\$ 15,409.09	\$ 638.00
Temporary Tents/Canopies	1	NA	NA	\$ 240.00
Building Permits Issued	86	\$ 16,230,928.00		\$ 6,511.00
Electrical Permits Issued	42			\$ 3,150.00
Mechanical Permits Issued	22			\$ 3,425.00
Plumbing Permits Issued	28			\$ 2,715.00
Zoning Permits Issued	56			\$ 2,099.00
Total Permits Issued	234		Total Permit Fees:	\$ 17,900.00

Commercial New Building was 515 East Street and there was no charge for the permit.

Code Enforcement Report - November 2024

Violation Sub-Type	Bruce Anglemyer			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	
Board-Up													0	0	0	
Building Maintenance	3	7	3	1	2		2	1		2	1	1	8	11	4	
Fire Damaged House	1				1		1	1					2	2	0	
Missing Address #s													0	0	0	
No Building Permit													0	0	0	
Pool Maintenance													0	0	0	
Posted Unfit for Human Occ.													0	0	0	
Sewage Issues													0	0	0	
Graffiti	3		2	2	4	3					1		5	5	5	
Fallen/Cut Trees, Limbs, Brush							1	6	2	1		1	2	6	3	
Tall Grass & Weeds								1	1		1	1	0	2	2	
		# Referred to React:			# Referred to React:			# Referred to React:			# Referred to React:			# Referred to React:	0	
Trash & Debris	120	107	102	48	69	53	49	85	65	3	5	14	220	266	234	
		# Referred to React:			# Referred to React:			# Referred to React:			# Referred to React:			# Referred to React:	0	
Boat/Camper/Trailer: Parking	1		1	1	2	1		1	1				2	3	3	
Comm. Vehicle/Trailer: Parking													0	0	0	
Vehicle: Abandoned				2	2	2	1	2					3	4	2	
Vehicle: Unapproved Parking		1	1	7	16	7	2	11	4	1	1	1	10	29	13	
Vehicle: Unlicensed/Inop.		1	1	1	3			1		1			2	5	1	
TOTALS:	128	116	110	62	99	66	56	109	73	8	9	18	254	333	267	
TICKETS:	# of Tickets		Total \$		# of Tickets		Total \$		# of Tickets		Total \$		TICKET TOTALS			
	0		\$ -		0		\$ -		2		\$ 200.00		1		\$ 100.00	
													3		\$ 300.00	

BUILDING DEPARTMENT MONTHLY REPORT

December 2024 Inspections

Inspection Type	Building Inspector		Electrical Inspector		Mechanical Inspector		Plumbing Inspector		Totals
	Comm	Resd	Comm	Resd	Comm	Resd	Comm	Resd	
Building	18	55		1		2			76
Electrical			29	46					75
Mechanical	1	3			22	32		2	60
Plumbing					2		22	28	52
Fire									0
Totals	77		76		58		52		263

December 2024 Permits

Building Permit Category:	# of Permits	Estimated Value of Work	Average Value of Work	Permit Fees
Residential New	3	\$ 2,000,000.00	\$ 666,666.67	\$ 1,351.00
Residential Alteration/Addition	27	\$ 366,185.00	\$ 13,562.41	\$ 1,680.00
Commercial New	1	\$ 2,100,000.00	\$ 2,100,000.00	\$ 5,000.00
Commercial Alteration/Addition	15	\$ 2,302,242.00	\$ 153,482.80	\$ 2,429.00
Mobile Home Set-Up	5	\$ 49,340.00	\$ 9,868.00	\$ 200.00
Fire Suppression System	7	\$ 1,209,966.00	\$ 172,852.29	\$ 560.00
Storage Tank Install/Removal	0	\$ -	#DIV/0!	\$ -
Building Demolition/Move	3	\$ 275,652.00	\$ 91,884.00	\$ 120.00
Swimming Pool Install	0	\$ -	#DIV/0!	\$ -
All Accessory Structures	3	\$ 11,800.00	\$ 3,933.33	\$ 120.00
Temporary Tents/Canopies	0	NA	NA	\$ -
Building Permits Issued	64	\$ 8,315,185.00		\$ 11,460.00
Electrical Permits Issued	35			\$ 9,580.00
Mechanical Permits Issued	55			\$ 6,535.00
Plumbing Permits Issued	23			\$ 1,695.00
Zoning Permits Issued	35			\$ 2,627.00
Total Permits Issued	212		Total Permit Fees:	\$ 31,897.00

Code Enforcement Report - December 2024

Violation Sub-Type	Bruce Anglemyer			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
Board-Up							1			1			2	0	0
Building Maintenance	3	4	3	2	2	1	5	8	5	1	2	1	11	16	10
Fire Damaged House		1					1		1				1	1	1
Missing Address #s													0	0	0
No Building Permit													0	0	0
Pool Maintenance													0	0	0
Posted Unfit for Human Occ.													0	0	0
Sewage Issues													0	0	0
Graffiti	2	1	2	1	1	2							3	2	4
Fallen/Cut Trees, Limbs, Brush	1	5	1					9		1	1	1	2	15	2
Tall Grass & Weeds								1					0	1	0
		# Referred to React:			# Referred to React:			# Referred to React:			# Referred to React:			# Referred to React:	0
Trash & Debris	45	82	73	49	32	52	92	73	86	86	5	70	272	192	281
		# Referred to React:			# Referred to React:	1		# Referred to React:			# Referred to React:			# Referred to React:	1
Boat/Camper/Trailer: Parking													0	0	0
Comm. Vehicle/Trailer: Parking													0	0	0
Vehicle: Abandoned	1	1	1			1	1	2	2				2	3	4
Vehicle: Unapproved Parking		1				3	2	1	1				2	2	4
Vehicle: Unlicensed/Inop.	1	1				1		2		1	1	2	2	4	3
TOTALS:	53	96	80	52	35	61	102	96	95	90	9	74	297	236	310
TICKETS:	# of Tickets		Total \$		# of Tickets		Total \$		# of Tickets		Total \$		TICKET TOTALS		
	2		\$ 200.00		0		\$ -		4		\$ 1,500.00		6		\$ 1,700.00

BUILDING DEPARTMENT YEAR END REPORT

2024 Total Inspections

Inspection Type	Building Inspector		Electrical Inspector		Mechanical Inspector		Plumbing Inspector		Totals
	Comm	Resd	Comm	Resd	Comm	Resd	Comm	Resd	
Building	380	558	1	8	10	41	6	7	1011
Electrical	2	2	400	467	21	50	1	0	943
Mechanical	1	33	3	0	314	271	12	17	651
Plumbing	0	0	0	0	22	20	286	212	540
Fire	0	0	0	0	0	0	0	0	0
Totals	976		879		749		541		3145

2024 Total Permits

Building Permit Category:	# of Permits	Estimated Value of Work	Average Value of Work	Permit Fees
Residential New	43	\$ 12,748,038.00	\$ 296,466.00	\$ 10,599.00
Residential Alteration/Addition	589	\$ 8,177,462.75	\$ 13,883.64	\$ 30,836.00
Commercial New	17	\$ 90,938,971.00	\$ 5,349,351.24	\$ 29,843.00
Commercial Alteration/Addition	238	\$ 59,013,054.28	\$ 247,954.01	\$ 54,622.00
Mobile Home Set-Up	41	\$ 437,820.00	\$ 10,678.54	\$ 1,881.00
Fire Suppression System	40	\$ 3,204,703.00	\$ 80,117.58	\$ 3,640.00
Storage Tank Install/Removal	3	\$ 678,344.00	\$ 226,114.67	\$ 200.00
Building Demolition/Move	78	\$ 2,408,600.00	\$ 30,879.49	\$ 2,800.00
Swimming Pool Install	10	\$ 584,842.00	\$ 58,484.20	\$ 500.00
All Accessory Structures	94	\$ 1,466,087.00	\$ 15,596.67	\$ 6,854.00
Temporary Tents/Canopies	11	NA	NA	\$ 530.00
Building Permits Issued	1164	\$ 179,657,922.03		\$ 142,305.00
Electrical Permits Issued	510			\$ 60,400.00
Mechanical Permits Issued	911			\$ 92,850.00
Plumbing Permits Issued	262			\$ 30,535.00
Zoning Permits Issued	618			\$ 30,403.00
Total Permits Issued	3465		Total Permit Fees:	\$ 356,493.00

Code Enforcement Report - 2024 Year End Totals

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
Board-Up	4	6	4	4	7	7	2	1	1	8	8	7	18	22	19
Building Maintenance	62	81	49	26	37	18	35	58	34	23	24	20	146	200	121
Fire Damaged House	5	9	2	4	6	1	3	2	1	0	0	0	12	17	4
Missing Address #s	0	0	0	0	0	0	4	2	4	0	0	0	4	2	4
No Building Permit	0	0	0	0	0	0	1	1	1	0	1	0	1	2	1
Pool Maintenance	0	0	0	0	0	0	0	2	0	0	0	0	0	2	0
Posted Unfit for Human Occ.	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Sewage Issues	0	0	0	7	11	7	1	2	1	1	2	1	9	15	9
Graffiti	16	26	17	18	34	22	2	12	3	5	13	6	41	85	48
Fallen/Cut Trees, Limbs, Brush	22	35	22	10	21	10	14	39	11	8	14	6	54	109	49
Tall Grass & Weeds	420	440	315	253	259	194	393	419	308	197	181	169	1263	1299	986
	# Referred to React:		89	# Referred to React:			# Referred to React:			# Referred to React:			# Referred to React:		89
Trash & Debris	1246	1324	1232	742	750	703	674	740	661	920	484	896	3582	3298	3492
	# Referred to React:		52	# Referred to React:		34	# Referred to React:		62	# Referred to React:		55	# Referred to React:		203
Boat/Camper/Trailer: Parking	1	0	1	2	2	1	1	3	1	2	7	2	6	12	5
Comm. Vehicle/Trailer: Parking	2	3	2	0	3	0	1	2	1	0	0	0	3	8	3
Vehicle: Abandoned	10	17	8	16	21	20	6	11	6	1	3	1	33	52	35
Vehicle: Unapproved Parking	31	57	30	30	58	35	66	142	63	11	37	9	138	294	137
Vehicle: Unlicensed/Inop.	13	21	10	1	3	3	15	26	16	10	19	9	39	69	38
TOTALS:	1833	2019	1833	1113	1212	1055	1218	1462	1174	1186	793	1181	5350	5486	5243
TICKETS:	# of Tickets		Total \$	# of Tickets		Total \$	# of Tickets		Total \$	# of Tickets		Total \$	TICKET TOTALS		
	9		\$ 1,200.00	0		\$ -	20		\$ 5,550.00	12		\$ 1,200.00	41	\$ 7,950.00	

Memorandum

To: Elkhart City Board of Safety

CC: Tim Vistine, Building Commissioner

From: Aimee Lattimer, Customer & Executive Services Manager

Date: 1/14/2025

Re: Properties for an Order To Take Action Hearing on 1/29/2025

On January 29, 2025, the following properties will be taken to an Order To Take Action Hearing at 9:00am at City Hall.

CODE OFFICER	RE ADDRESS	REQUESTED ACTION
T. AVANCE	1005 NORTH ST	DEMO HOUSE, DETACHED GARAGE & FENCE
T. AVANCE	929 MIDDLEBURY ST	DEMO HOUSE & DETACHED GARAGE
M. TIMMONS	412-414 W BEARDSLEY AV	DEMO HOUSE, DETACHED GARAGE & FENCE (RECEIVERSHIP)
B. ANGLEMYER	3212 PLEASANT PLAIN	DEMO HOUSE, DETACHED GARAGE & ACCESSORY STRUCTURES
B. ANGLEMYER	910 S SECOND ST	DEMO HOUSE
B. ANGLEMYER	403 W GARFIELD AV	DEMO DETACHED GARAGE
B. ANGLEMYER	1622 ROYS AV	DEMO HOUSE, DETACHED GARAGE & FENCE
B. ANGLEMYER	3215 KELSEY AV	DEMO HOUSE, SHED & FENCE
K. HUNT	510 FREMONT ST	DEMO HOUSE
K. HUNT	309 STATE ST	DEMO HOUSE, DETACHED GARAGE & FENCE

Department of Law

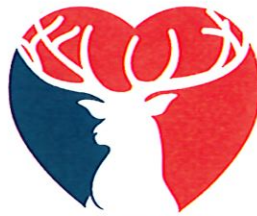
John M. Espar
Corporation Counsel

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

MEMORANDUM

Date: January 2, 2025

To: The Board of Public Safety

From: Kevin Davis, Deputy City Attorney

Re: Compliance Agreements

The City of Elkhart, through its Building Commissioner, may need to enter into compliance agreements with property owners in order to rehabilitate and maintain their properties in compliance with the City's Building Code, City Ordinances, and the International Property Maintenance Code as adopted by the City of Elkhart. Each of these agreements is reviewed by the Board's attorney, who approves said documents as to form and legality prior to the Board's execution.

There are instances where these property owner agreements are ready for Board approval, and the next scheduled meeting is several weeks away. These instances are sometimes unpredictable and difficult to anticipate.

In these situations, the Building Commissioner is available and capable of reviewing these agreements with the Board's attorney and determining the accuracy of said agreements. It would be beneficial to the effective and efficient procedure of the City of Elkhart Building Department to authorize the Building Commissioner to be a signatory for the execution of these compliance agreements with property owners, subject to the Board's attorney approval of said agreements. The Board must ratify these agreements signed by the Building Commissioner at its next meeting. This authorization shall expire on December 31, 2025.

Please approve the attached Resolution authorizing the Building Commissioner to approve compliance agreements.

RESOLUTION NO. R-25-01

A RESOLUTION OF THE BOARD OF PUBLIC SAFETY OF THE CITY OF ELKHART, INDIANA, TO DESIGNATE AND AUTHORIZE THE BUILDING COMMISSIONER TO SIGN AND EXECUTE COMPLIANCE AGREEMENTS ON BEHALF OF THE BOARD OF PUBLIC SAFETY

WHEREAS, the City of Elkhart ("City"), Indiana, is a municipal corporation;

WHEREAS, the City, through its Building Commissioner, may need to enter into compliance agreements with property owners to correct noted deficiencies at the property and to bring said properties into compliance with the City of Elkhart Building Code and Ordinance Code; and

WHEREAS, the City would prefer to see that the properties are rehabilitated rather than taken into the Order to Take Action process; and

WHEREAS, the Board of Public Safety ("Board") is authorized to enter into compliance agreements on behalf of the City; and

WHEREAS, the frequency of the Board of Public Safety meetings does not always coincide with the necessity of approval and execution of those agreements; and

WHEREAS, the Board's attorney approves the agreements prior to the execution of the same; and

WHEREAS, the Building Commissioner is available to review the agreements with the Board's attorney and determine the accuracy of said documents.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC SAFETY OF THE CITY OF ELKHART, INDIANA:

Section 1: The Building Commissioner for the City of Elkhart, Indiana, is hereby designated by the Board as the authorized signatory for the execution of any compliance agreement, provided said contracts are approved by the Board's attorney. The Board must ratify those said contracts signed by the Building Commissioner at its next meeting.

Section 2: This resolution expires on December 31, 2025.

RESOLVED this __ day of January 2025.

Dr. Kara Boyles, Chairman

Laesha Black, Vice Chairman

Anthony Coleman

Dacey Davis

ATTEST:

Nancy Wilson, Clerk of the Board



MEMORANDUM

DATE: January 9, 2025

TO: Dr. Kara Boyle, Chairman for the Board of Public Safety

FROM: Tim Vistine, Building Commissioner

RE: Agreement for Asbestos Inspection and Abatement
A&G Environmental Solution, LLC

A&G Environmental Solution, LLC has submitted a proposed agreement to the City to assist the Administration and the Department of Building and Code Enforcement in complying with the requirements of the National Standards for Hazardous Air Pollutants (NESHAP).

The services which A&G Environmental Solution, LLC will provide include, but are not necessarily limited to, inspecting and identifying suspect Asbestos Containing Materials (ACM) and Presumed ACM in some structures located in the City, providing complete reports for the inspected properties, and managing the corresponding asbestos removal.

Please approve the attached agreement to be made between the City of Elkhart and A&G Environmental Solutions, LLC, and authorize the Building Commissioner to sign it on behalf of the City of Elkhart.

CONTRACT FOR THE ASBESTOS INSPECTION AND REMOVAL

This Agreement is made and entered into this ____ of January 2025, by and between the **CITY OF ELKHART, INDIANA**, ("CITY") located at 229 S. Second Street, Elkhart IN 46516, and **A&G ENVIRONMENTAL SOLUTION'S LLC.**, ("CONTRACTOR") located at 12191 North Woodland Acres Dr, Syracuse, IN 46567.

RECITALS:

WHEREAS, the CITY desires to be in compliance with the requirements of the National Standards for Hazardous Air Pollutants (NESHAP) by inspecting and identifying suspect Asbestos Containing Materials (ACM) and Presumed ACM in some structures located in the City ("**Premises**"); and

WHEREAS, the CITY desires to retain the services of a competent contractor with the necessary equipment, expertise, and personnel to undertake the disposal of asbestos; and

WHEREAS, the CONTRACTOR represents that it has the requisite expertise and ability to complete this project and guarantees that CONTRACTOR is properly bonded and registered with the City of Elkhart and with the City of Elkhart's Department of Building and Code Enforcement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. Scope of Services.

CONTRACTOR agrees to furnish the services listed in the Project A&G Ref 250102, attached to this Contract as Exhibit A.

SECTION 2. Schedule.

Services described in Section 1 shall commence within a reasonable amount of time from CITY approval of this Agreement is communicated to CONTRACTOR. All services and tasks associated therewith shall progress continuously until the demolition is complete.

SECTION 3. Payment.

In consideration for the services rendered under this contract, the CITY agrees to pay to the CONTRACTOR in the terms and conditions established in the attached Exhibit A. No payment shall be made until the City's inspection reveals that the work is entirely completed and no advance payment will be made.

SECTION 4. Insurance.

The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor performance under this Contract:

Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$1,000,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the City or the State. The City and State are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

Automobile liability with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The City and State are to be named as additional insureds on a primary, non-contributory basis.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned City representative a certificate of insurance prior to the commencement of this Contract and proof of worker's compensation coverage meeting all statutory requirements of Indiana Code 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

The Contractor's insurance coverage must meet the following additional requirements:

- A. The insurer must have a certificate of City issued by the Indiana Department of Insurance.
- B. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
- C. The City and the State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the City and the State under this Contract shall not be limited by the insurance required in this Contract.
- D. The insurance required in this Contract, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days prior written notice to the City.
- E. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the City to immediately terminate this Contract.

SECTION 5. Indemnification.

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to Indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and cost of any kind or amount whatsoever, which result from or arise out of any act or omission of the Indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with Agreement. This Indemnification will survive the termination of the Agreement.

SECTION 6. Assignment.

Neither this agreement nor any interest of CONTRACTOR herein may be assigned, sublet, or transferred to a third party without prior written consent of the CITY.

SECTION 7. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit based thereon must be brought in the Superior or Circuit Court of Elkhart County, Indiana.

SECTION 8. Compliance with State and Local Law.

CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time of CONTRACTOR'S services pursuant to this Agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference.

SECTION 9. E-Verify Compliance.

All terms defined in LC. § 22-5-1.7 et seq. are adopted and incorporated into this section. Pursuant to LC. § 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 affirming that: (i) it is enrolled and is participating in the E-verify program, and (ii) does not knowingly employ any unauthorized aliens. In support of the affidavit, CONTRACTOR shall provide the CITY with documentation that it has enrolled and is 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.

Should CONTRACTOR subcontract for the performance of any work under this Agreement, the CONTRACTOR shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) has enrolled and is 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 seven (7) days of the effective date of the subcontract.

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.

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

SECTION 10. Supplement.

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

SECTION 11. Entire Agreement.

This Agreement constitutes the entire agreement of the parties, and, unless specified otherwise herein, no representations, inducement, promises, or prior agreements, oral or written between the parties, or made by any agent on behalf of the parties or otherwise, shall be of any force and effect.

SECTION 12. Authority.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

SECTION 13. Nondiscrimination.

CONTRACTOR shall not be in violation of Elkhart City Ordinance No. 4101, for the duration of this agreement. Should CONTRACTOR be in violation of any of the aforementioned provisions, such shall be considered a material breach of this agreement.

SECTION 14. Severability.

In the event that any portion of this Agreement is found to be invalid it shall be deemed severed and the remainder of this Agreement shall remain in full force and effect as if the severed portion did not exist.

SECTION 15. Council Appropriation.

In the event funds for the payment of services pursuant to this Agreement are not appropriated by the Elkhart City Common Council, then, the CITY shall have the right to terminate this Agreement without penalty by giving prior written notice to CONTRACTOR.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all the required authorization as of the date first set forth above.

Tim Vistine
Building Commissioner
City of Elkhart, Indiana

Signature of Contractor

Print Name

Mailing Address

City, State, ZIP

A&G ENVIRONMENTAL SOLUTIONS LLC

A&G Environmental Solutions
574-780-7402

12191 North Woodland Acres Dr
Syracuse, Indiana 46567

January 2nd 2025

Client: City of Elkhart
229 South Second Street
Elkhart, IN. 46516

Referenced Project: (A&G Ref #250102)
2 Year Contract
Elkhart, IN. 46516

Dear: Ladies & Gentlemen

A&G Environmental Solutions LLC. proposes to follow all federal(EPA) and state(IDEM), and Local guidelines and regulations and to furnish all materials, and perform all necessary labor to complete the Scope Of Work at the above referenced project site above. All Asbestos Containing Materials from the scope of work below from the referenced project site above will be disposed of at a state approved certified ACM accepting Landfill. A&G Environmental Solutions LLC is a fully licensed and insured asbestos contracting and testing company in Indiana.

SCOPE OF WORK: Asbestos Inspection's

- ◆ A&G will complete a Asbestos building inspection to identify all suspect ACM and Presumed ACM within the interior and exteriors of the structures as required by the National Standards for Hazardous Air Pollutants (NESHAP).
- ◆ A&G will take up to 30 samples on Residential structures, up to 40 samples on Commercial structures, and up to 50 samples on industrial structures, . Any additional samples over the allotted amount will be charged at a rate of \$25.00 per sample.
- ◆ A&G will provide a complete Asbestos Survey Report of the inspected property.

Contract Expires 01-02-2027

(A&G Ref #250102)

A&G ENVIRONMENTAL SOLUTIONS LLC

SCOPE OF WORK: **Asbestos Removal**

- ◆ A&G will Remove Asbestos Containing Materials for the City of Elkhart per request via e-mail.

SCOPE OF WORK: **Board-Ups**

- ◆ A&G will secure the structure by attaching 1/4 to 1/2 plywood to all entry/exit doors and first floor windows. The second floor windows will be covered if the glass is broken or missing. This includes up to 10 window or door coverings, any additional coverings will be charged at a rate of \$75 each.

ASBESTOS SURVEY TOTAL'S

Total for Residential Asbestos Survey - Residential 4 units or less- \$625.00

Total for Commercial Asbestos Survey - up to 8,000 square foot- \$785.00

Total for Industrial Asbestos Survey - Larger than 8,000 square foot - \$1,150.00

ASBESTOS REMOVAL TOTAL'S

Each Asbestos Project varies in pricing due to Condition, Location, Type, & Amount.

A&G will quote each asbestos removal project that is requested for completion by the City of Elkhart before getting the notice to proceed by the City of Elkhart.

***Initials BOARD-UP TOTAL'S**

Total for Residential homes- \$ 950.00

Total for Commercial - up to 8,000 square foot- \$1,150.00

Total for Industrial - Larger than 8,000 square foot - \$1,800.00

****Note: Any Asbestos Removal Project exceeding \$5,000 the City of Elkhart reserves the right to bid out.***

The following items are NOT included in our scope of work:

- ◆ Replacement of any removed items, materials, ect.

Contract Expires 01-02-2027

(A&G Ref #250102)

This is a 2 year contract

ALL PRICES ARE SET AT A FIXED RATE UNTIL 01-02-2027 FOR RESIDENTIAL, COMMERCIAL, & INDUSTRIAL ASBESTOS BUILDING INSPECTIONS, ASBESTOS REMOVAL, & BOARD-UPS FOR THE CITY OF ELKHART INDIANA.

All payments shall be paid to A&G Environmental Solutions LLC. Within 45 days of the date on the invoice submitted to the Client from A&G Environmental Solutions LLC. A finance charge of 1.0% per month will be added to all past due accounts.

A&G Environmental Solutions LLC. shall commence rendering the services at a time mutually and reasonably agreed upon by the parties and shall continue in effect until all amounts due and owing to A&G Environmental Solutions LLC. have been paid.

I understand that this Scope of Work Agreement is subject to the A&G Environmental Solutions LLC. Terms and Conditions. I have read, understand and accept the A&G Environmental Solutions LLC. Terms and Conditions attached hereto:

A&G Signature: _____ Printed: _____

Client Signature: _____ Printed: _____

Title: _____ Date: _____

A&G ENVIRONMENTAL SOLUTIONS LLC TERMS AND CONDITIONS

The following terms and conditions apply to all tenders, quotations and sale orders placed with A&G Environmental Solutions LLC. except where expressly modified in writing. The placing of an order and/or letter of intent with A&G shall be deemed to be an unconditional acceptance of these Terms and Conditions which shall supersede any previous agreements, whether oral or in writing, unless expressly provided otherwise in writing.

A&G ENVIRONMENTAL SOLUTIONS LLC

SERVICES

A&G Environmental Solutions LLC. shall perform all services in a prompt and workmanlike manner. All services will be carried out during normal business hours, Monday through Friday, unless stated otherwise.

CLIENT'S RESPONSIBILITIES

The Client shall provide A&G Environmental Solutions LLC. access to all facilities, plans, drawings and equipment owned and/or controlled by the Client which is reasonably necessary in order for A&G Environmental Solutions LLC. to fully perform its services agreed upon herein.

USE OF AGENTS OR ASSISTANTS

To the extent reasonably necessary to enable A&G Environmental Solutions LLC. to perform the duties under these Terms and Conditions, A&G Environmental Solutions LLC. shall be authorized to engage the services of any agents or assistants and may further employ, engage, or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties if they e-verify and do not have any investments in Iran.

EXPRESS DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY STATED IN THESE TERMS AND CONDITIONS THERE ARE NO WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING. EACH PARTY HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY WARRANTY MADE BY THE OTHER EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS.

FORCE MAJEURE

In the event that A&G Environmental Solutions LLC. shall be delayed or hindered in, or prevented from, the performance of any work, service, or other act required under any agreement and these to be performed by such party and such delay or hindrance is due to strikes, lockouts, Acts of God, governmental restrictions, enemy act, civil commotion, fire or other casualty, or other causes of a like nature beyond the control of the party so delayed or hindered, then performance of such work, service, or other act shall be excused for the period of such delay and the period for the performance of such work, service, or other act shall be extended for a period equivalent to the period of such delay.

ASSIGNMENT

Neither these Terms and Conditions nor any duties or obligations under these Terms and Conditions shall be assignable by the Client without the prior written consent of A&G Environmental Solutions LLC. In the event of an assignment by the Client to A&G Environmental Solutions LLC. has consented, the assigner or a legal representative shall agree in writing with A&G Environmental Solutions LLC. to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this these Terms and Conditions.

SUCCESSORS AND ASSIGNS

Subject to the provision regarding assignment, these Terms and Conditions shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

A&G ENVIRONMENTAL SOLUTIONS LLC

DAMAGE TO CLIENT'S PROPERTY

While A&G Environmental Solutions LLC. will exercise reasonable skill and care to ensure that there is no damage to the Client's property. A&G Environmental Solutions LLC. will accept no responsibility for damage, unless it can be clearly demonstrated to be a result of the A&G Environmental Solutions LLC's negligence.

DEFECTS

The Client acknowledges the right of A&G Environmental Solutions LLC. to correct any agreed insufficiency or defects in works done and to address any reasonable cause for complaint by the Client. If A&G Environmental Solutions LLC. is prevented by the Client from taking appropriate remedial action within a reasonable amount of time after completion of the work, the Client will become solely responsible for any subsequent costs of remedial works and/or alternative remedial actions whether agreed with A&G Environmental Solutions LLC. or not.

SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

If any provision of these Terms and Conditions is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of these Terms and Conditions will be severable and remain in effect.

GOVERNING LAW

All matters affecting the interpretation of these Terms and Conditions and the rights of the Parties hereto shall be governed by the laws of the State of Indiana without giving effect to its provisions on conflicts of laws. The Venue Shall Be in Elkhart County.

ENTIRE AGREEMENT

The quotation and these Terms and Conditions contain the entire agreement of the parties relating to its subject matter. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.

MODIFICATION BY SUBSEQUENT AGREEMENT

These Terms and Conditions may be modified by subsequent agreement of the parties only by an instrument in writing signed by all parties hereto.

POLICE MERIT COMMISSION
Monday, November 25, 2024

Vice-President Brad Billings called a regular meeting of the Police Merit Commission (PMC) to order at 9:00 a.m., Monday, November 25, 2024. Clerk Nancy Wilson called the role. Commissioners Brad Billings, Thomas Barber, and Clifton Hildreth attended in person. Jean Mayes attended on WebEx. Commissioner Mayes was available by audio only. Jim Rieckhoff joined on Webex after the Swearing-in Ceremony.

1. APPROVE AGENDA

On motion by Thomas Barber, seconded by Clifton Hildreth and carried 3-0, the agenda was approved as presented.

2. APPROVE MINUTES: Regular Meeting August 12, 2024, and Special Meeting August 22-23, 2024

On motion by Clifton Hildreth, seconded by Thomas Barber and carried 3-0, the minutes from August 12, 2024, and August 22-23, 2024 were adopted.

3. POLICE

Chief Dan Milanese presented two prospective officers for hire. Prospective Officer Andrew Wayne Wiley passed all of the required medical and psychological screenings, as well as the appropriate background searches necessary to become employed with the Elkhart Police Department as a Police Officer. He asked the Commissioners to approve of his hiring and that he be sworn in. On motion by Clifton Hildreth, seconded by Thomas Barber and carried 3-0, the PMC hired Andrew Wayne Wiley as a Police Officer with the Elkhart Police Department.

Prospective Officer Dillon James Batchelor passed all of the required medical and psychological screenings, as well as the appropriate background searches necessary to become employed with the Elkhart Police Department as a Police Officer. He asked the Commissioners to approve of his hiring and that he be sworn in. On motion by Thomas Barber, seconded by Clifton Hildreth and carried 3-0, the PMC hired Dillon James Batchelor as a Police Officer with the Elkhart Police Department.

Mayor Rod Roberson swore the new Officers in as follows: "I swear that I will diligently, honestly, faithfully, and impartially perform all my duties as a Police Officer of the City of Elkhart according to law. I will support and defend the Constitution of the United States, and the Constitution of the State of Indiana. I will observe the rules and regulations established by the Police Merit Commission, and the Chief of Police of the Elkhart Police Department." Brad Billings took a brief recess.

Brad Billings called the meeting to order. Commissioner Jim Rieckhoff joined the meeting on WebEx.

Chief Milanese presented a commendation for Det. Casey Claeys. He was recognized for exemplary investigative work on a serious bodily injury case with a potential rape. Det. Claeys elicited open communication with other investigators, supervisors, and outside agencies which resulted in a successful team approach throughout the process of the investigation. His actions reflect highly upon the Elkhart Police Department and the law enforcement profession. We are proud to recognize him for his exceptional police work. Job well done!

Chief Milanese presented a commendation for Det. Jason Runyan. He was commended for investigative works on a Felony Domestic Battery- Presence of a Child case. The victim expressed her gratitude and stated Det. Runyan invested a lot of energy and time in pointing her to the correct resources and assisting her during a

POLICE MERIT COMMISSION
Monday, November 25, 2024

very difficult time. She was grateful "from the bottom of her heart" and felt he played a vital role in keeping her and her children safe. The Elkhart Police Department is proud of Det. Runyan's professionalism and the manner in which he represented the Police Department in working this case. Job well done!

Chief Milanese presented a commendation for Sgt. Jack Oldroyd. He was commended for exemplary performance and dedication in a case involving an armed robbery. Midnight shift Sgt. Snow advised that the swift and effective response from the entire Midnight Shift was nothing short of outstanding. Their initiative and teamwork were instrumental in the successful resolution of the case. The commitment displayed by the entire shift to apprehend the suspects and bring them to justice is commendable. Additionally, the CID's crucial role in the investigation helped gain a confession from one of the involved parties, and combined with Midnight Shift's groundwork was pivotal in solving the case. Their commitment to duty and their collaborative spirit have set a high standard for future operations. Keep up the good work!

Chief Milanese presented a commendation for Det. Scott Houser for his hard work and dedication in Criminal Investigations. The victim of a battery case expressed how impressed he was with the effort and hard work he put in her case. The Elkhart Police Department is proud of his professionalism and the manner in which he represents the Police Department in working this case. Job well done!

Chief Milanese presented a commendation for Det. Chris Faigh, Det. Josh Payne, and Det. Zach Uhles. They were commended for exemplary investigative work and the effectiveness of collaborative work by assisting with a very difficult case involving sexual abuse of a minor. The protection of our children is crucial. The way these officers worked together is commendable. Together, all of them took the case that had no tangible supporting evidence or witnesses and brought it to closure with an arrest. Job well done!

Mayor Roberson congratulated all of the Officers that were commended and said we appreciate your level of service and your commitment to this job. It is very important for the City and for all of the victims you helped during this process. Thank you so much!

Chief Milanese notified the Commissioners of three Change of Status promotions. Ptl. Dexter Harris changed from 2nd Class to 1st Class, Ptl. Tom Breneman changed from 3rd Class to 2nd Class, and Ptl. Justin Miracle changed from 3rd Class to 2nd Class. On motion by Clifton Hildreth, seconded by Thomas Barber and carried 3-0, the Change of Status promotions were received and placed on file.

Chief Milanese presented a Life Saving Award to Cpl. Brandon Stevens. He was working traffic control for a race on Thanksgiving morning, and one of the runners fell on his face on the ground in the street. Cpl. Stevens saw a large lump on his head, he was bleeding, and he was unconscious. When he attempted to wake him up he didn't feel a pulse. He rolled him on his back and started performing CPR. Other Doctors, Nurses and a Firefighter took turns performing CPR until the ambulance arrived. The man is alive today because Cpl. Stevens immediately assessed the injuries and performed life saving actions as necessary which saved the man's life. Thank you! Job well done!

Chief Milanese presented Life Saving Awards to Cpl. Gavin Headley, Cpl.

POLICE MERIT COMMISSION

Monday, November 25, 2024

Nathanael Eddy, and Cpl. Bryce Moore. These Officers put their lives in jeopardy to save the lives of others in a very difficult and dangerous situation. On their way to respond to an unrelated call for service, Cpl. Headley and Cpl. Moore saw that 222 W Jefferson Street was on fire with flames coming out of the third floor windows. They stopped and notified dispatch. As they approached the home they were met by a woman who said there were still people inside. They immediately entered the residence and began checking for occupants, running up to the third floor where they had to force open a door and help people evacuate. One was a woman who could not walk and Ptl. Moore and another man carried her to safety. Cpl. Eddy arrived and evacuated the basement. They also evacuated surrounding homes for safety. Nine people were transported to the hospital with non-life threatening injuries. We know that was a direct result of what they did. We are proud of the bravery and Life Saving actions these Officers took to save others with no injuries to themselves. Thank you! Well done Officers!

Chief Milanese presented Life Saving Awards to Cpl. Nathaniel Toth, Chaplain Cerda, Cpl. Gavin Headley. When someone is in crisis, the way you deescalate them is vital. It gives them time to slow down and think. This is a great example of the training and ability of these individuals. These Officers arrived on Nappanee Street Bridge after receiving a call that there was an individual hanging over the side of the bridge with what was believed an intent to harm himself. Chaplain Certa was able to build a rapport with the individual, and used her ability to speak Spanish to effectively communicate with the person in need of help. This communication proved to be vital in the Life Saving efforts for this individual. Officers Toth and Headley were able to get close enough to restrain the individual just as he was letting go of the railing indicating he intended to end his life. The Officers were able to pull him back over the rail to safety and prevent him from harming himself. Their efforts, ability, quick thinking and willingness to act in a time of crisis to save an individual from harming himself, all while placing themselves in danger is commendable. Thank you so much! Well done Officers!

Chief Milanese presented a commendation for Cpl. Clay Martin. He was commended for his outstanding police work and dedicated service to the Elkhart community. While he was at Martin's Supermarket, a woman approached him. Her grandson got his hand caught in the wheels of a shopping cart. He took the time to help him remove his hand, attend to the boy's injury, administer first aid, and bandage it while remaining calm and reassuring. He demonstrated compassion and empathy by offering the boy a stuffed animal. The boy named the animal "Officer", reflecting on the positive impression Cpl. Martin made on him. His actions reflect highly upon the Elkhart Police Department and the law enforcement profession. We are proud to recognize him for his exceptional police work. Job well done!

4. 2025 Police Merit Commission Meeting Dates

On motion by Clifton Hildreth, seconded by Thomas Barber and carried 4-0, the 2025 Police Merit Commission Meeting Dates were approved.

POLICE MERIT COMMISSION
Monday, November 25, 2024

5. ADJOURNMENT

On motion by Clifton Hildreth, seconded by Thomas Barber and carried 4-0, the City of Elkhart, Indiana Police Merit Commission was adjourned at 9:48 a.m.

Brad Billings Brad Billings, Vice-President

Attest: Clifton Hildreth Clifton Hildreth, Secretary