

**AGENDA**  
**BOARD OF PUBLIC SAFETY**  
**Tuesday, February 11, 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 2313 328 9933

Password BOS25

- 1. ROLL CALL**
- 2. APPROVE AGENDA**
- 3. APPROVE MINUTES: Regular Meeting January 28, 2025**
- 4. POLICE DEPARTMENT**
  - Administrative leave-Cpl. Paul Vandenburg, Ptl. Ethan Pasternak, Ptl. Justin Miracle
- 5. FIRE DEPARTMENT**
  - Stryker Contract
- 6. COMMUNICATIONS CENTER**
- 7. BUILDING AND CODE ENFORCEMENT**
  - January 2025 Month End Report
  - Results from the Order to Take Action Hearing on 1/29/2025
- 8. OTHER PUBLIC SAFETY MATTERS**
  - Fire Merit Commission Minutes
- 9. PUBLIC PARTICIPATION**
- 10. ADJOURNMENT**

BOARD OF PUBLIC SAFETY  
Tuesday, January 28, 2025

Chairman Kara Boyles called a regular meeting of the Board of Public Safety to order at 9:00 a.m., Tuesday, January 28, 2025. Clerk Nancy Wilson called the roll. Kara Boyles, Laesha Black, Dacey Davis, Tessa Barnes, and Anthony Coleman were present.

1. APPROVE AGENDA

On motion by Laesha Black, seconded by Anthony Coleman and carried 5-0, the agenda was approved as presented.

2. MINUTES- Regular Meeting January 14, 2025

On motion by Dacey Davis, seconded by Laesha Black and carried 4-0 (Kara abstained), the minutes from January 14, 2025 were approved as presented.

3. POLICE

Chief Milanese said it has been a very busy 24 hours for the Elkhart Police Department, Firefighters, and first responders. He let the Board know that two Officers were shot, and without going into details of the incident, those two Officers are stable. One was treated and released, the other is still in ICU but stable. We are very hopeful as they move forward in their recovery. He asked the Board to keep those two Officers and their families, the Police Department, the first responders that came and helped and assisted with the traumatic event, and the victims families and those that were inside Martins in your prayers. He said there is a lot of sorrow to go around, however he could not be more proud of our Officers and how they responded. They were able to keep any further tragedies from taking place. Dacey thanked all of the Police, Fire and 9-11 employees and expressed her gratitude. Kara said we are very grateful to all of the first responders that risked their lives yesterday to protect our community. This is definitely a difficult time. This community will come together to rally, support, and show compassion for all of those that were impacted. Chief Milanese said they have received a lot of support and a lot of people reaching out. He said our 9-11 Communications Center, without them coordinating things, things wouldn't get done and people wouldn't be dispatched quickly. The Fire Department came in and worked on one of our very own, while that can be very difficult to do, the professionalism and the manner in which they did it, the attention to detail and the care they provided was incredible. It literally made a life and death difference. It is a sad day, but Chief said he could not be more proud, to see what these men and women do is incredible.

4. FIRE

Assistant Chief Kristi Sommer thanked the Fire Department and all of the first responders. Not only did we have that tragic situation, we also had to respond later on that night to an apartment fire where our crews had to rescue 12 people from balconies. The Fire Department had a difficult night last night, and they performed very well. She thanked all of the first responders that came from the State Police and the Elkhart County Sheriff to help. The Board members thanked her.

5. COMMUNICATIONS CENTER

911/Communications Department Head Dustin McLain acknowledged the incident yesterday and the past 48 hours everything the Police and Fire have both been dealing with. The Communications Center was handling multiple calls and radio traffic, and it took a toll on them but they wanted to stick it out. We have a strong dispatch team and the Fire Department, Police Department, and all of our

BOARD OF PUBLIC SAFETY  
Tuesday, January 14, 2025

adjoining agencies that came out. Prayers to the families and anyone impacted.

Dustin presented the December Month End Report for approval. On motion by Dacey Davis, seconded by Laesha Black and carried 5-0, the Board accepted the December Month End Report and placed it on file.

6. BUILDING AND CODE ENFORCEMENT

Aimee Latimer presented the Elkhart County Auditor Contract Regarding Online Access Agreement for Real Estate Records for approval. On motion by Laesha Black, seconded by Anthony Coleman and carried 5-0, the Board approved the Elkhart County Auditor Contract Regarding Online Access Agreement for Real Estate Records and authorized Tim Vistine or Aimee Lattimer to sign the agreement on behalf of the Board.

7. OTHER PUBLIC SAFETY MATTERS

Police Merit Commission Minutes

On motion by Dacey Davis, seconded by Anthony Coleman and carried 5-0, the Police Merit Commission minutes from December 13, 2024 were accepted and placed on file.

8. FIREFIGHTER GRIEVANCE HEARING

Chairman Kara Boyles gave an overview of the Grievance Hearing process. Wayne Belock presented a motion to consolidate the 24 grievances. Since each of the grievances allege the same contract violation and request the same relief, in the interests of efficiency and consistency the City requests the grievances be consolidated. Corey Brewer responded that for efficiency purposes, they agree to have one grievance hearing, but each individual grievance needs to have its own consideration and ruling. The Board discussed the request with them. On motion by Dacey Davis, seconded by Anthony Coleman and carried 5-0, the Board consolidated the grievances into one hearing. The Clerk of the Board Nancy Wilson swore in all of the witnesses.

Corey Brewer, President of IAFF Local 338 gave the Grievant's opening statement.

Wayne Belock, Esq. and Director of Human Resources gave Management's opening statement.

Corey Brewer presented as witnesses Firefighter Matthew Clayton, Wayne Belock, and Assistant Chief Kristi Sommer for direct examination. Wayne Belock cross examined the witnesses. The Board was given the opportunity to ask questions. All five Board members asked the witnesses questions. At the conclusion of the Grievant's case in-chief the Grievant rested. Chairman Boyles took a ten-minute recess.

Chairman Boyles called the hearing back to order. All five of the Board members were present.

Wayne Belock presented the City Controller Jamie Arce as a witness. The Clerk swore him in prior to his testimony. Wayne conducted direct examination of Mr. Arce. Corey Brewer cross examined the witness. The Board was given the opportunity to ask questions.

Corey Brewer gave the Grievant's Final Argument.

Wayne Belock gave Management's Final Argument.

BOARD OF PUBLIC SAFETY  
Tuesday, January 14, 2025

The Board discussed the case and voted on a decision. On motion by Dacey Davis, seconded by Anthony Coleman and carried 5-0 with a roll call vote, the Board of Safety ruled on the Grievances by stating all Firefighters shall receive five (5) paid sick days from 1-1-24 to 12-31-24, receive two (2) paid sick days effective 1-1-25, and shall be paid accordingly.

9. ADJOURNMENT

Chairman Kara Boyles adjourned the Board of Safety meeting at 12:23 p.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

January 31, 2025

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

As of January 27th 2025, Corporal Paul Vandenburg, in accordance to policy 1010, has been placed on paid administrative leave pending the outcome of an investigation by the Elkhart County Homicide Unit.

Respectfully,

A handwritten signature in blue ink, appearing to read "Dan Milanese", is written over the word "Respectfully,".

Dan Milanese, Chief

Rod Roberson  
*Mayor*

Dan Milanese  
*Chief*



*Police Department*  
175 Waterfall Dr.  
Elkhart, IN 46516

574.295.7070  
Fax: 574.293.0679

January 31, 2025

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

As of January 27th 2025, Patrolman Ethan Pasternak, in accordance to policy 1010, has been placed on paid administrative leave pending the outcome of an investigation by the Elkhart County Homicide Unit.

Respectfully,

A handwritten signature in blue ink, appearing to read "Dan Milanese", is written over the word "Respectfully,".

Dan Milanese, Chief



Rod Roberson  
*Mayor*

Dan Milanese  
*Chief*

*Police Department*  
175 Waterfall Dr.  
Elkhart, IN 46516

574.295.7070  
Fax: 574.293.0679

January 30, 2025

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

As of January 30, 2025, Patrolman Justin Miracle, in accordance to policy 1010, has been placed on paid administrative leave pending the outcome of an investigation by the Indiana State Police.

Respectfully,

Dan Milanese  
Chief of Police

DM:mr

Elkhart Fire  
500 East Street  
Elkhart, IN 46516

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



Rodney Dale  
*Fire Chief*

Kristi Sommer  
*Assistant Fire Chief*

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## MEMORANDUM

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**DATE:** 02/06/2025  
**TO:** The Board of Safety  
**FROM:** Kristi Sommer – Assistant Chief  
**RE:** Stryker Contract

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Attached to this communication, you will find the contract(s) associated with the purchase of (11) LifePak 35 Cardiac Monitors for the Elkhart Fire Department. The total cost of the monitors is \$545,753.76, which will be paid through five annual installments of \$111,865.32, interest-free.

The Stryker Contract Agreement and the associated contract will be reviewed and, if approved by the Board of Safety, subject to further approval by City Legal and the City Controller. Upon final approval, the Board of Safety will authorize the Elkhart Fire Department Chief or Assistant Chief to sign and submit the agreement on behalf of the City.



Date: January 27, 2025

RE: Reference no:2210239480

CITY OF ELKHART  
500 EAST ST  
ELKHART, Indiana 46516-3610

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

Short Form Conditional Sale Agreement  
Exhibit A - Detail of Equipment  
State and Local Government Rider  
Addendum

\*\*Conditions of Approval: State and Local Government Rider, Valid Tax Exemption Certificate

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	_____	Accounts Payable address:	_____
Purchase order number:	_____		
Upfront Payment Check No: (if applicable)	_____	Contact name:	_____
Phone number:	_____	Email address:	_____

ADMINISTRATIVE CONTACT

Administrative contact name:	_____	Administrative contact name:	_____
Email address:	_____	Email address:	_____
Phone number:	_____	Phone number:	_____

Please fax completed documents to (877) 204-1332.

If you have any questions regarding these documents, please email: [StrykerFinancialSolutions@stryker.com](mailto:StrykerFinancialSolutions@stryker.com).

The proposal evidenced by these documents is valid through the last business day of January 2025

Sincerely,  
Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

## Short Form Conditional Sale Agreement No.2210239480

Owner ("we" or "us"):  
 Flex Financial, a division of Stryker Sales, LLC  
 1901 Romence Road Parkway  
 Portage, MI 49002

Customer name and address ("You" and "Your"): CITY OF ELKHART 500 EAST ST ELKHART ,Indiana 46516-3610	<b>Equipment Location:</b> 500 EAST ST ELKHART,Indiana 46516-3610  <b>Supplier:</b> Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002 <b>Equipment description:</b> see Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof)
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### Payment information

Number of payments	Payment frequency	Payment amount
5	Annual	\$111,086.32(First payment due 30 days after Agreement is commenced), (plus applicable sales/use taxes - see "Taxes" section below)

### Terms and conditions:

**1. Purchase agreement/ acceptance/ payments:** You agree to purchase from us the Equipment and services, if any, described above and on any attached schedule (the "Equipment") in accordance with the terms of this Agreement (this "Agreement"). You shall be deemed to have accepted the Equipment for purchase under this Agreement on the date that is ten (10) days after the date it is shipped to you by the Supplier ("Acceptance Date") and, at our request, you shall confirm for us such acceptance in writing. No acceptance of any item of Equipment may be revoked by you. You agree to pay the Payments described above ("Payments") beginning on the Acceptance Date or any later date we designate and thereafter until all fully paid. Unless otherwise instructed by us in writing, all Payments and other amounts due hereunder shall be made to our address above. This Agreement is non-cancelable and may not be prepaid. Your obligations under this Agreement (your "Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim. If a Payment is not made when due, you will pay us a late charge of 5% of each Payment or \$10.00, whichever is greater, but only to the extent permitted by law. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us (and if the SOFR Swap Rate is no longer provided by Bloomberg, such rate shall be determined in good faith by us from such sources as we shall determine to be comparable to Bloomberg [or any successor]) and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website as quoted by Bloomberg.

**2. Ownership/security interest/laws/use/maintenance:** Upon acceptance of the Equipment by you, you shall hold title to and be the owner of the Equipment for all purposes including, without limitation, tax purposes. The purchase of the Equipment by you under this Agreement shall be "AS IS, WHERE IS", without representation or warranty of any kind from us, provided that this Agreement shall not impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you. As security for all of your Obligations, you hereby grant to us a first priority security interest in all of your rights, title and interests in the Equipment, all replacements, additions, accessions, accessories and substitutions thereto or therefore and all proceeds and products thereof, including, without limitation, all proceeds of insurance. Upon timely payment of all amounts due hereunder (plus all applicable Taxes), our security interest in the Equipment shall terminate and you shall be the owner of the Equipment, free and clear of any interest created by us. You agree not to permit any lien, security interest (except ours), claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee (as defined below) is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent.

**3. Taxes:** You shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon this Agreement or the ownership, use, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). You shall indemnify and hold us harmless from any such Taxes. You shall prepare and file all tax returns relating to Taxes for which you are responsible hereunder. If we receive any tax bill pertaining to the Equipment from the appropriate taxing authority, we may, without obligation, pay such tax and if we pay such tax bill we will invoice you for the expense. Upon receipt of such invoice, you will promptly reimburse us for such expense.

**4. Assignment:** You agree not to transfer, sell, lease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales, LLC."

**5. Risk of loss, insurance and reimbursement:** Effective upon delivery to you, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination of this Agreement.

**6. Default remedies:** You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement; or c) your principal owner or any guarantor of this Agreement dies; or d) you or any guarantor dissolves, ceases to do business as a going

concern, becomes insolvent, bankrupt, merges, or is sold; or e) you or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments immediately due and payable; b) sue you for and receive the total amount due with future Payments discounted to the date of default at a rate of 3% per annum; c) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by applicable law from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys' fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. If the Equipment is returned or repossessed we will, if commercially reasonable, sell or otherwise dispose of the Equipment at terms we determine, at one or more public or private sales, with notice as required by law, and apply the net proceeds (after deducting any related expenses) to your Obligations. You remain liable for any deficiency with any excess being retained by us or applied as required by applicable law.

**7. Miscellaneous:** This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that if this Agreement constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both you and we have signed electronically, the version identified by us as the "single authoritative copy" is the chattel paper for purposes of perfection by control. You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. We may inspect the Equipment at any time prior to payment in full of your Obligations. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. **YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.**

**I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER**

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

## Exhibit A to Short Form Conditional Sale Agreement Number 2210239480

### Description of equipment

**Customer name:** CITY OF ELKHART

**Delivery Location:** 500 EAST ST, ELKHART, Indiana , 46516-3610

**Part I - Equipment/Service Coverage (if applicable)**

Model number	Equipment description	Quantity
70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	11
11335-000001	BATTERY, LI-ION, WITH IFU, LP35	11
11140-000102	CHARGER, BATTERY, LP35	11
11140-000131	POWER CORD,C13 ST,10FT,HOSPITAL GRADE	11
11996-000519	SENSOR,LNCS-II RAINBOW DCI 8-LAMBDA SPCO,ADULT M	11
11996-000520	SENSOR, LNCS-II RAINBOWDCIP 8-LAMBDA SPCO, PEDI	11
11160-000011	NIBP CUFF-REUSEABLE,INFANT, BAYONET	11
11160-000013	NIBP CUFF-REUSEABLE,CHILD, BAYONET	11
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE ADULT, BAYONET	11
11335-000005	KIT, PRINTER, LP35	11
11260-000073	KIT, SHOULDER STRAP, LP35	11
11335-000008	KIT, STORAGE BAGS, LP35	11
11330-000026	ASSY, DOCKING STATION, LP35	11
11111-000041	ASSY, CABLE, ECG, 15 LEAD, 3 WIRE PRECOR	11
TR-LP15H-LP35	TRADE IN LP15 V4 HIGH FOR LP35	11
11996-000017	ASSEMBLY,ELECTRODE-ADULT,PRE-CONNECT	2

**Total equipment:** \$545,753.76

**Freight:** \$9,677.87

**Total Amount:** \$555,431.63

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

## State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Short Form Conditional Sale Agreement No. 2210239480** (the "Agreement") between Flex Financial, a division of Stryker Sales, LLC ("Owner") and CITY OF ELKHART ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

**ADDENDUM TO SHORT FORM CONDITIONAL SALE AGREEMENT NO. 2210239480  
BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC AND CITY OF ELKHART**

This Addendum is hereby made a part of the agreement described above (the "Agreement"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum, the provisions of this Addendum shall control.

1. The following provision is hereby added to the end of Section 2 of the Agreement:

"Notwithstanding anything to the contrary in this Section 2, at your own risk, you shall use or permit the use of the Equipment primarily at the location specified in this Agreement (unless the Equipment is mobile, in which case it may be moved in the ordinary course of business) and shall not remove the Equipment from such location without providing us with prompt written notice. Notwithstanding the foregoing, the Equipment shall not be moved outside the United States without our prior written consent. You shall be responsible for maintaining records showing the location of each piece of Equipment. All costs of relocation or reinstallation will be at your expense. You are responsible for the risk of loss, damage or destruction to the Equipment at all times, including but not limited to the transit, relocation or reinstallation periods."

2. The first sentence of Section 7 of the Agreement is hereby amended in its entirety to read as follows:

"This Agreement shall be governed and construed in accordance with the laws of Indiana without giving effect to its conflict of law principles and the laws of Indiana shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance, and the appropriate venue and jurisdiction for any litigation will be those courts located within Elkhart County, State of Indiana or in the appropriate federal court within the State of Indiana."

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

WARRANTY, INDEMNIFICATION  
AND COMPLIANCE STATEMENT  
(Stryker Emergency Care)

STRYKER EMERGENCY CARE WARRANTY:

Products manufactured and sold by Stryker Emergency Care include the warranties set forth in Schedule I attached to this Statement and incorporated herein by reference.

EXCEPT AS OTHERWISE SET FORTH IN THIS STATEMENT, STRYKER EMERGENCY CARE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

INDEMNIFICATION:

This indemnification is in effect for the Equipment and Disposables provided the instructions outlined in the Manufacturer's Operating Instructions (separately provided to you) are followed. Stryker Emergency Care will hold you harmless and will indemnify you for any and all liability arising directly from personal injuries to patients which occur during the use of the Equipment or Disposables on such patients and which are directly caused, and to the extent such injury is directly caused, by a design or manufacturing defect of the Equipment or Disposables. This indemnification will not apply to any liability arising from (A) a patient injury due to the negligence of any person other than an employee or agent of Stryker Emergency Care during such use, (B) the failure of any person other than an employee or agent of Stryker Emergency Care to follow any instructions for use of the Equipment and Disposables or (C) the use of any equipment or disposables not purchased from Stryker Emergency Care or Equipment or Disposables that have been modified or altered. You will hold Stryker Emergency Care harmless and will indemnify Stryker Emergency Care for any and all liability incurred from patient injury resulting directly from the negligence of any of your employees, your failure to follow Stryker Emergency Care's instructions for the Equipment and Disposables, and any modifications or alterations to the Equipment or Disposables by you.

INSURANCE:

Stryker Emergency Care shall maintain, at its own expense, insurance policies of the kind and limits listed below and with insurers with an A.M. Best rating of not less than A- VII or its equivalent:

- (a) WORKERS' COMPENSATION with statutory limits and EMPLOYER'S LIABILITY with minimum limits of \$2,000,000 Each Accident, \$2,000,000 Disease – Each Employee, and \$2,000,000 Disease – Policy Limit.
- (b) COMMERCIAL GENERAL LIABILITY, including Premises/Operations Liability, Products/Completed Operations Liability, Contractual Liability, Independent Contractor's Liability, Broad Form Property Damage Liability, and Personal/Advertising Injury Liability, with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
- (c) AUTOMOBILE LIABILITY covering owned, non-owned and hired autos with a minimum combined single limit of \$2,000,000 per accident if licensed vehicles are used in connection with the performance of this Agreement, and at all times when such vehicles are operated on the leased or owned premises of Hospital.

At your request, Stryker Emergency Care shall provide you with a certificate of insurance evidencing the foregoing insurance. Stryker Emergency Care warrants that it will maintain the above insurance coverages during the term of your purchases of products from Stryker Emergency Care and you will be provided with at least thirty (30) days' prior written notice of cancellation of any coverage, unless cancellation is due to the non-payment of premium, in which case Stryker Emergency Care shall provide ten (10) days' prior written notice. With the exception of policy (c) above, Stryker Emergency Care shall be permitted to maintain any of the required insurance coverages through a program of self-insurance.

COMPLIANCE:

1. FDA. To the extent required, Stryker Emergency Care represents and warrants that the U.S. Food and Drug Administration ("FDA") has cleared the products provided to you for the uses specifically set forth in the instructions for use accompanying the products. Stryker Emergency Care represents and warrants that no product delivered to you by Stryker Emergency Care is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, or within the meaning of any applicable state or municipal law in which the definition of adulteration and misbranding are substantially the same as those contained in the Federal Food, Drug and Cosmetic Act, as said Act and such laws are constituted and effective at the time of shipment or delivery, or is a product which may not, under the provisions of Section 404 or 505 of said Act, be introduced into interstate commerce.
2. Stryker Emergency Care Personnel. To the extent provided to you, Stryker Emergency Care represents and warrants that all services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further Stryker Emergency Care represents and warrants that services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes for which they are provided. Stryker Emergency Care only agrees to acknowledge your policies and that Stryker Emergency Care is encouraged by you to report violations of your policies. You may

only exclude Stryker Emergency Care's employees, agents, or independent contractors from dealings between the parties for violations of your policies, provided, however, that Stryker Emergency Care's agents and independent contractors are not subject to your approval.

3. Non-Exclusion. Stryker Emergency Care represents and warrants that, as of the date this Statement is provided to you, neither it nor, to the best of its knowledge, any of its employees or agents engaged to provide products or services to you, are or have been excluded, terminated, suspended, or debarred from participation in federal or state health care programs or federal or state government contracts pursuant to §1128 of the Social Security Act, 42 U.S.C. §1320a-7 or 48 C.F.R. Part 9, or related regulations or other federal or state laws and regulations (each an "Exclusion or Debarment Event"). During the term of your purchase of products and/or services from Stryker Emergency Care, it shall promptly notify you in the event it becomes subject to an Exclusion or Debarment Event. You retain the right, as your sole and exclusive remedy, to terminate any services agreements with Stryker Emergency Care and/or purchases of undelivered products from Stryker Emergency Care in the event Stryker Emergency Care becomes subject to an Exclusion or Debarment Event.

4. HIPAA Compliance. Stryker Emergency Care and you understand, acknowledge and agree that although not necessary to Stryker Emergency Care's providing goods and/or services to you, Stryker Emergency Care's employees, contractors, agents or other representatives may encounter personal or confidential information or materials belonging to you, your patients, employees, contractors, agents or other representatives. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients) shall be treated by both parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. The parties shall to the extent applicable, comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations thereunder as amended to ensure the protection of Protected Health Information ("PHI") as defined therein.

5. Applicable Laws. It is the intent of Stryker Emergency Care and you to comply in all respects with all federal, state and local laws and regulations governing the relationship between or among healthcare providers. In the event performance by either party should jeopardize your full accreditation or licensure by any regulatory agency, or be in violation of any statute or ordinance or for any reason be illegal or deemed unethical by any recognized agency or association in the medical or hospital fields, you may, at your option, terminate your purchases of products from Stryker Emergency Care.

6. Access to Records. To the extent required by law the following provision applies: Stryker Emergency Care agrees to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to its activities, Stryker Emergency Care further specifically agrees that until the expiration of four (4) years after furnishing services and/or products pursuant to this Agreement, Stryker Emergency Care shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Statement and the books, documents and records of Stryker Emergency Care that are necessary to verify the nature and extent of the costs charged to you for purchases of products from Stryker Emergency Care. Stryker Emergency Care further agrees that if Stryker Emergency Care carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

#### CONFIDENTIALITY:

You will not disclose to any third party the terms, including pricing information, or any other information provided by Stryker Emergency Care to you in connection with the sale of products to you by Stryker Emergency Care, without Stryker Emergency Care's prior written approval. The confidentiality obligation will not apply to information that is: (a) already public or that becomes public other than as a result of disclosure by you; or (b) required by law or legal process to be disclosed. In the case of required disclosure, written notice of such requirement will be promptly communicated to Stryker Emergency Care and you will cooperate, at the expense of Stryker Emergency Care, with Stryker Emergency Care in its efforts to limit the scope of disclosure required.

#### NO EFFECT ON FINANCE AGREEMENTS:

The warranty, indemnification, insurance, compliance and other terms of this Statement are the responsibility of Stryker Emergency Care, but: (i) the terms of this Statement shall not be a part of, nor affect in any manner, any agreement(s) between you and Stryker Flex Financial, a division of Stryker Sales LLC (collectively "Stryker Finance Agreement"); and (ii) no assignee of any Stryker Finance Agreement shall have any responsibility to you under this Statement.



**Product Warranty and Return Policy**

[LEFT BLANK INTENTIONALLY]

# Limited warranty

## Emergency care products

Subject to the limitations and exclusions set forth below, Stryker Medical, a division of Stryker Sales, LLC ("Stryker"), warrants the following products which are purchased from Stryker or authorized resellers for use in the United States of America to be free from manufacturing and material defects under normal service and use for the time periods indicated below. Limited warranty time limits begin on the date of delivery to the first purchaser.\*

<b>15 years</b>	
<ul style="list-style-type: none"> <li>Evacuation chair</li> </ul>	
<b>8 years</b>	
<ul style="list-style-type: none"> <li>LIFEPAK® CR2 defibrillator</li> </ul>	<ul style="list-style-type: none"> <li>HeartSine® samaritan® PAD automated external defibrillator</li> </ul>
<b>7 years</b>	
<ul style="list-style-type: none"> <li>Welds on Stair-PRO® stair chair, Power-PRO™ XT powered ambulance cot, Power-LOAD® powered cot fastener system, Performance-PRO™ XT manual ambulance cot, Performance-LOAD® manual cot fastener system</li> </ul>	
<b>5 years</b>	
<ul style="list-style-type: none"> <li>LIFEPAK 15 monitor/defibrillator, used in clinic and hospital settings exclusively (with no use in mobile applications)</li> </ul>	<ul style="list-style-type: none"> <li>LIFEPAK 20e defibrillator/monitor</li> <li>LIFEPAK 1000 defibrillator</li> </ul>
<b>3 years</b>	
<ul style="list-style-type: none"> <li>McGRATH™ MAC EMS video laryngoscope</li> </ul>	<ul style="list-style-type: none"> <li>Power-PRO XT power train (includes motor pump assembly and hydraulic cylinder assembly)</li> </ul>
<b>2 years</b>	
<ul style="list-style-type: none"> <li>Stair-PRO (parts only)</li> <li>Power-LOAD (parts only)</li> <li>Performance-PRO XT (parts only)</li> <li>Performance-LOAD</li> <li>Power-PRO XT</li> <li>Power-PRO IT</li> </ul>	<ul style="list-style-type: none"> <li>SMRT™ power charger (Power-PRO XT)</li> <li>CodeManagement Module®</li> <li>LIFEPAK CR2 Trainer</li> <li>LIFEPAK 1000 Trainer</li> <li>HeartSine samaritan Trainer</li> <li>HeartSine Gateway</li> </ul>
<b>1 year</b>	
<ul style="list-style-type: none"> <li>Stair-PRO (parts and labor)</li> <li>Power-LOAD (parts and labor)</li> <li>Performance-PRO XT (parts and labor)</li> <li>MX-PRO® R3 x-frame ambulance cot</li> <li>MX-PRO bariatric transport cot</li> <li>Expendable components for Power-PRO and Performance-PRO XT (i.e. mattresses, restraints, IV poles, storage nets, storage pouches, oxygen straps and other soft goods)</li> <li>SMRT power paks</li> <li>LIFEPAK 15</li> <li>LIFEPAK Certified Pre-Owned defibrillators</li> </ul>	<ul style="list-style-type: none"> <li>LUCAS® chest compression system (including the LUCAS device with upper part and back plate), carrying case, battery, stabilization strap and patient straps</li> <li>LIFEPAK 500T AED Training System</li> <li>LIFEPAK CR-T AED Training System</li> <li>LIFEPAK 20e internal battery system</li> <li>Battery charging systems and power adapters</li> <li>Batteries and battery paks, excluding CHARGE-PAK™ battery charger</li> <li>MASIMO® SET® Rainbow® reusable sensors</li> <li>TrueCPR® coaching device</li> </ul>

\* First purchaser means the first purchaser or lessee of the products listed above directly from Stryker, through a Stryker corporate affiliate, or from an authorized Stryker reseller, and includes the invoiced purchaser's corporate affiliates, and their respective employees, officers and directors.

180 days	
<ul style="list-style-type: none"> <li>MASIMO cables and SET SpO<sub>2</sub> sensors</li> </ul>	
90 days	
<ul style="list-style-type: none"> <li>CHARGE-PAK charging unit</li> <li>LIFEPAK advanced cardiac life support training devices</li> <li>Sterilizable internal paddles (one-piece design)</li> </ul>	<ul style="list-style-type: none"> <li>Installed repair parts</li> <li>All other product accessories and disposables</li> </ul>
30 days	
<ul style="list-style-type: none"> <li>Internal paddles and paddle handles (two-piece design)</li> </ul>	

The sole and exclusive remedy for any products that become defective during this period shall be repaired or replaced, such determination being at Stryker's sole discretion. All warranties hereunder are made subject to the proper use by Customer in the application for which such Products were intended. The warranty provided hereunder does not cover any Products (i) that have been misused, subject to abuse or accident; used in contradiction with applicable operating instructions, or used outside of the product's intended environment or setting; (ii) that have been assembled, maintained, modified, refurbished or repaired by anyone other than Stryker or its authorized representatives, in any way which, in the judgment of Stryker, affects its stability and reliability (iii) that have been subjected to unusual stress or have not been properly maintained or (iv) on which any original serial numbers or other identification marks have been removed or destroyed.

Stryker, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Stryker at the purchaser's facility or an authorized Stryker facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Stryker, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

In any event, Stryker's liability shall be limited to the replacement value of any damaged or defective part. **THE EXPRESS WARRANTY SET FORTH IN THIS SECTION IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS SOLD SUBJECT TO THIS AGREEMENT AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. STRYKER IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.**

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state.

#### **TO OBTAIN PARTS AND SERVICE**

Stryker products are supported by a nationwide network of dedicated Stryker Field Service Representatives. These representatives are factory trained, available locally, and carry a substantial spare parts inventory to minimize repair time. Simply call your local representative, or call Stryker Customer Service USA at 1-800-327-0770.

#### **RETURN AUTHORIZATION**

Merchandise cannot be returned without approval from the Stryker Customer Service Department. An authorization number will be provided which must be printed on the returned merchandise. Stryker reserves the right to charge shipping and restocking fees on returned items. Special, modified, or discontinued items not subject to return.

#### **DAMAGED MERCHANDISE**

ICC Regulations require that claims for damaged merchandise must be made with the carrier within fifteen (15) days of receipt of merchandise. Do not accept damaged shipments unless such damage is noted on the delivery receipt at the time of receipt. Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claim will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the merchandise, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full. Claims for any short shipment must be made within thirty (30) days of invoice.

#### **INTERNATIONAL WARRANTY CLAUSE**

This warranty reflects U.S. domestic policy. Warranties outside the U.S. may vary by country. Please contact your local Stryker representative for additional information.

For further information, please contact Stryker at 800.442.1142 (U.S.), or visit our website at [strykeremergencycare.com](http://strykeremergencycare.com)

## Emergency Care

Products may not be available in all markets because product availability is subject to the regulatory and/or medical practices in individual markets. Please contact your representative if you have questions about the availability of Stryker's products in your area. Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: CHARGE-PAK, CodeManagement Module, HeartSine, LIFEPAK, LUCAS, MX-PRO, Performance-LOAD, Performance-PRO, Power-LOAD, Power-PRO, samaritan, SMRT, Stair-PRO, Stryker, TrueCPR. Masimo, the Radical logo, Rainbow and SET are registered trademarks of Masimo Corporation. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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Physio-Control, Inc.  
11811 Willows Road NE  
Redmond, WA 98052  
Toll free 800 442 1142  
[strykeremergencycare.com](http://strykeremergencycare.com)



Jolife AB  
Scheelevägen 17  
Ideon Science Park  
SE-223 70 Lund  
Sweden



Stryker  
3800 E. Centre Avenue  
Portage, MI 49002 U.S.A.  
Toll free 800 784 4336  
[stryker.com](http://stryker.com)



HeartSine Technologies Ltd.  
207 Airport Road West  
Belfast, BT3 9ED  
Northern Ireland  
United Kingdom

# BUILDING DEPARTMENT MONTHLY REPORT

## January 2025 Inspections

Inspection Type	Building Inspector		Electrical Inspector		Mechanical Inspector		Plumbing Inspector		Totals
	Comm	Resd	Comm	Resd	Comm	Resd	Comm	Resd	
Building	23	42				1	2	1	69
Electrical		1	56	50					107
Mechanical		9			28	36		3	76
Plumbing					3		28	22	53
Fire									0
<b>Totals</b>	<b>23</b>	<b>52</b>	<b>56</b>	<b>50</b>	<b>31</b>	<b>37</b>	<b>30</b>	<b>26</b>	<b>305</b>

## January 2025 Permits

Building Permit Category:	# of Permits	Estimated Value of Work	Average Value of Work	Permit Fees
Residential New	3	\$ 812,790.00	\$ 270,930.00	\$ 620.00
Residential Alteration/Addition	18	\$ 413,778.00	\$ 22,987.67	\$ 1,120.00
Commercial New	0	\$ -	#DIV/0!	\$ -
Commercial Alteration/Addition	14	\$ 1,614,978.00	\$ 115,355.57	\$ 2,356.00
Mobile Home Set-Up	3	\$ 28,240.00	\$ 9,413.33	\$ 120.00
Fire Suppression System	5	\$ 416,392.00	\$ 83,278.40	\$ 640.00
Storage Tank Install/Removal	0	\$ -	#DIV/0!	\$ -
Building Demolition/Move	4	\$ 71,965.00	\$ 17,991.25	\$ 160.00
Swimming Pool Install	0	\$ -	#DIV/0!	\$ -
All Accessory Structures	3	\$ 19,835.00	\$ 6,611.67	\$ 120.00
Temporary Tents/Canopies	0	NA	NA	\$ -
<b>Building Permits Issued</b>	<b>50</b>	<b>\$ 3,377,978.00</b>		<b>\$ 5,136.00</b>
Electrical Permits Issued	31			\$ 2,320.00
Mechanical Permits Issued	66			\$ 5,975.00
Plumbing Permits Issued	9			\$ 1,020.00
Zoning Permits Issued	29			\$ 1,582.00
<b>Total Permits Issued</b>	<b>185</b>		<b>Total Permit Fees:</b>	<b>\$ 16,033.00</b>

### Code Enforcement Report - January 2025

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			1	0	1	2
Building Maintenance	4	5	3		1		2	2	2	1	7	3	7	15	8
Fire Damaged House		1			1		1	1	1				1	3	1
Missing Address #s													0	0	0
No Building Permit							3	2	2				3	2	2
Pool Maintenance													0	0	0
Posted Unfit for Human Occ.													0	0	0
Sewage Issues													0	0	0
Graffiti				1	1	1							1	1	1
Fallen/Cut Trees, Limbs, Brush	1	3		1	2			2			2	2	2	9	2
Tall Grass & Weeds				1								4	1	0	4
	# Referred to React:			# Referred to React:			# Referred to React:			# Referred to React:			# Referred to React:		
Trash & Debris	37	38	32	24	38	31	38	49	47	32	43	74	131	168	184
	# Referred to React:			# Referred to React:			# Referred to React:			# Referred to React:			# Referred to React:		
Boat/Camper/Trailer: Parking				1	1								1	1	0
Comm. Vehicle/trailer: Parking													0	0	0
Vehicle: Abandoned				4	3								4	3	0
Vehicle: Unapproved Parking	1	3						1	1		2	2	1	6	3
Vehicle: Unlicensed/Inop.		1	1	1	1		4	5	1	1		2	6	7	4
<b>TOTALS:</b>	<b>43</b>	<b>51</b>	<b>36</b>	<b>33</b>	<b>48</b>	<b>33</b>	<b>48</b>	<b>63</b>	<b>55</b>	<b>34</b>	<b>54</b>	<b>88</b>	<b>158</b>	<b>216</b>	<b>212</b>
<b>TICKETS:</b>	<b># of Tickets</b>	<b>Total \$</b>	<b># of Tickets</b>	<b>Total \$</b>	<b># of Tickets</b>	<b>Total \$</b>	<b># of Tickets</b>	<b>Total \$</b>	<b># of Tickets</b>	<b>Total \$</b>	<b>TICKET TOTALS</b>				
	0	\$ -	0	\$ -	0	\$ -	1	\$ 100.00	1	\$ 100.00	1	\$ 100.00	1	\$ 100.00	100.00

# Memorandum

**To:** Elkhart City Board of Safety

**CC:** Tim Vistine, Building Commissioner

**From:** Aimee Lattimer, Customer & Executive Services Manager

**Date:** 2/11/2025

**Re:** Results from the Order To Take Action Hearing on 1/29/2025

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Below are the results from the properties that were taken to the Order To Take Action Hearing on January 29, 2025.

CODE OFFICER	RE ADDRESS	REQUESTED ACTION
T. AVANCE	1005 NORTH ST	DEMO HOUSE, DETACHED GARAGE & FENCE
<b>RESULTS:</b> Demolition Order Granted		
T. AVANCE	929 MIDDLEBURY ST	DEMO HOUSE & DETACHED GARAGE
<b>RESULTS:</b> Demolition Order Granted. New owner purchased property at Tax Sale in October 2024 and we will attempt to do a compliance agreement prior to demolishing the structures.		
M. TIMMONS	412-414 W BEARDSLEY AV	DEMO HOUSE, DETACHED GARAGE & FENCE
<b>RESULTS:</b> Demolition Order Granted. New owner purchased property at Tax Sale in October 2024 and we will attempt to do a compliance agreement prior to demolishing the structures.		
B. ANGLEMYER	3212 PLEASANT PLAIN	DEMO HOUSE, DETACHED GARAGE & ACCESSORY STRUCTURES
<b>RESULTS:</b> Demolition Order Granted. Owner has until 2/12/25 to contact the Building Inspector for an inspection. A compliance agreement will be signed after that point.		
B. ANGLEMYER	910 S SECOND ST	DEMO HOUSE
<b>RESULTS:</b> Demolition Order Granted. Land Contract Owner has until 2/12/25 to contact the Building Inspector for an inspection. A compliance agreement will be signed after that point.		
B. ANGLEMYER	403 W GARFIELD AV	DEMO DETACHED GARAGE
<b>RESULTS:</b> We will follow up with this on 7/29/25. Owner died a few years ago and at this time, the ownership is unclear. Her children are trying to figure things out.		

B. ANGLEMYER	1622 ROYS AV	DEMO HOUSE, DETACHED GARAGE & FENCE
<b>RESULTS:</b> Demolition Order Granted. Compliance Agreement signed. Owner has until 2/12/25 to obtain a fire inspection with the Building Inspector and until 7/29/25 to complete whole project.		
B. ANGLEMYER	3215 KELSEY AV	DEMO HOUSE, SHED & FENCE
<b>RESULTS:</b> We will bring this to the next OTA Hearing. Owner is deceased and we need time to attempt to contact any heirs.		
K. HUNT	510 FREMONT ST	DEMO HOUSE
<b>RESULTS:</b> Demolition Order Granted		



FIRE MERIT COMMISSION  
Monday, November 25, 2024

President Mandy Leazenby called a regular meeting of the Fire Merit Commission (FMC) to order at 3:30 p.m., Monday, November 25, 2024. Clerk Nancy Wilson called the role. Commissioners Mandy Leazenby, Regina Fultes, and Bunita Fields-Buggs, were present. Jim Rodino attended on Webex. Doug Bowlby was absent.

1. AGENDA

A motion was made by Bunita Fields-Buggs and seconded by Regina Fultes to approve the agenda. On motion by Bunita Fields Buggs, seconded by Regina Fultes and carried 4-0, the agenda was amended by adding the certification of the Promotions list, and by removing the Medic Driver/ Operator promotions from the list. On motion by Regina Fultes, seconded by Bunita Fields-Buggs and carried 4-0, the amended agenda was approved.

2. MINUTES

On motion by Bunita Fields-Buggs, seconded by Regina Fultes and carried 4-0, the minutes from the Regular Meeting on October 28, 2024 were approved.

3. FIRE DEPARTMENT

Promotions

Chief Rodney Dale recommended the promotion of FF Gene Sanders to Inspector. Investigator. On motion by Regina Fultes, seconded by Bunita Fields-Buggs and carried 4-0, FF Gene Sanders was promoted to Inspector Investigator.

Chief Dale recommended promoting FF Cory Wise to Captain. On motion by Regina Fultes, seconded by Bunita Fields-Buggs and carried 4-0, FF Cory Wise was promoted to Captain.

Chief Rodney Dale recommended the promotion of FF Adam Kuspa to Captain. On motion by Regina Fultes, seconded by Bunita Fields-Buggs and carried 4-0, FF Adam Kuspa was promoted to Captain.

Chief Rodney Dale recommended the promotion of FF Matthew Girard to Lieutenant. On motion by Regina Fultes, seconded by Bunita Fields-Buggs and carried 4-0, FF Matthew Girard was promoted to Lieutenant.

Chief Rodney Dale recommended the promotion of FF Ryan Chris to Lieutenant. On motion by Regina Fultes, seconded by Bunita Fields-Buggs and carried 4-0, FF Ryan Chris was promoted to Lieutenant.

Chief Rodney Dale recommended the promotion of FF Michael Nemes to Lieutenant. On motion by Regina Fultes, seconded by Bunita Fields-Buggs and carried 4-0, FF Michael Nemes was promoted to Lieutenant.

Chief Rodney Dale recommended the promotion of FF Chris Schelle to Driver/ Operator. On motion by Regina Fultes, seconded by Bunita Fields-Buggs and carried 4-0, FF Chris Schelle was promoted to Driver/ Operator.

Chief Rodney Dale recommended the promotion of FF Jason Gour to Driver/ Operator. On motion by Regina Fultes, seconded by Bunita Fields-Buggs and carried 4-0, FF Jason Gour was promoted to Driver/ Operator.

Chief Rodney Dale recommended the promotion of FF David Blakenship to Driver/ Operator. On motion by Regina Fultes, seconded by Bunita Fields-Buggs and carried 4-0, FF David Blakenship was promoted to Driver/ Operator.

FIRE MERIT COMMISSION  
Monday, November 25, 2024

Chief Rodney Dale recommended the promotion of FF Lane Stevens to Driver/ Operator. On motion by Regina Fultes, seconded by Bunita Fields-Buggs and carried 4-0, FF Lane Stevens was promoted to Driver/ Operator.

Chief Rodney Dale recommended the promotion of FF Andrew Gray to Driver/ Operator. On motion by Regina Fultes, seconded by Bunita Fields-Buggs and carried 4-0, FF Andrew Gray was promoted to Driver/ Operator.

Chief Rodney Dale recommended the promotion of FF Tyler Heck to Driver/ Operator. On motion by Regina Fultes, seconded by Bunita Fields-Buggs and carried 4-0, FF Tyler Heck was promoted to Driver/ Operator.

Chief Rodney Dale recommended the promotion of FF Phil Miles to Driver/ Operator. On motion by Regina Fultes, seconded by Bunita Fields-Buggs and carried 4-0, FF Phil Miles was promoted to Driver/ Operator.

Chief Rodney Dale recommended the promotion of FF Derek Englehart to Driver/ Operator. On motion by Regina Fultes, seconded by Bunita Fields-Buggs and carried 4-0, FF Derek Englehart was promoted to Driver/ Operator.

Chief Rodney Dale recommended the promotion of FF Marcus Perez to Driver/ Operator. On motion by Regina Fultes, seconded by Bunita Fields-Buggs and carried 4-0, FF Marcus Perez was promoted to Driver/ Operator.

Chief Rodney Dale recommended the promotion of FF Joseph Clawson to Lieutenant. On motion by Regina Fultes, seconded by Bunita Fields-Buggs and carried 4-0, FF Joseph Clawson was promoted to Lieutenant.

Chief Rodney Dale recommended the promotion of FF Shawn Gordon to Lieutenant. On motion by Regina Fultes, seconded by Bunita Fields-Buggs and carried 4-0, FF Shawn Gordon was promoted to Lieutenant.

Chief Rodney Dale recommended the promotion of FF Nicholas Lievore to Lieutenant. On motion by Regina Fultes, seconded by Bunita Fields-Buggs and carried 4-0, FF Nicholas Lievore was promoted to Lieutenant.

Pinning Ceremony

The following Firefighters were pinned during the ceremony: Inspector Gene Sanders, Captain Cory Wise, Captain Adam Kuspa, Lieutenant Matthew Girard, Lieutenant Ryan Chris, Lieutenant Mike Nemes, Lieutenant Joseph Clawson, Lieutenant Nicholas Lievore, Lieutenant Shawn Gordon, and Division Chief Noah Lace.

Certification of Promotion List

On motion by Regina Fultes, seconded by Bunita Fields-Buggs and carried 4-0, the FMC certified the Promotional List.

2025 Fire Merit Commission Meeting Dates

On motion by Bunita Fields-Buggs, seconded by Regina Fultes and carried 4-0, the 2025 Fire Merit Meeting dates were approved as presented.

4. ADJOURNMENT

On motion by Regina Fultes, seconded by Bunita Fields-Buggs and carried 4-0, the City of Elkhart, Indiana Fire Merit Commission was adjourned at 4:33 p.m.

  
\_\_\_\_\_  
Mandy Leazenby, President

Attest:  \_\_\_\_\_  
Doug Bowlby, Secretary  
Nancy Wilson