

**CITY OF ELKHART**  
**BOARD OF PUBLIC WORKS MEETING**  
**AGENDA**

**Common Council Chambers**

**9:00 A.M., Tuesday, July 20, 2021**

<https://coei.webex.com/coei/j.php?MTID=m63ca452d78375f621d2d886d7de5dede>

Join by phone: 1-415-655-0001

Meeting Number (access code): 172 182 9044 Meeting password: BOW21

**I. Roll Call**

**II. Approve Agenda**

**III. Open Bids**

- #21-13 Wastewater Treatment Plant Capacity Upgrades – Phase 2
- #21-15 Elkhart Riverwalk Boardwalk

**IV. Claims**

**V. Minutes:** Regular Meeting July 6, 2021

**VI. Engineering**

- a.) Administration
  - Miejer Economic Development Agreement
  - Calumet Ave Water Extension Easement – Ratify Surveying and Mapping, LLC Proposal
- b.) Right-of-Way
  - Mitchell Jellison Minor- Right of Way Dedication
- c.) Utility
  - 2109 W. Indiana Ave Sewer Insurance
  - Change Order #1: N. Main Street Water Replacement Project – Bid #21-03
- d.) Summary
  - Revocable Permits
  - Release of Bond
  - Driveway Permits
  - Sewer Assessment Applications
  - Water Assessment Applications

**VII. Utilities**

- a.) Administration
  - Request to Engage with Power Plant
  - Change Order #3: Brown and Brown Restroom and Pretreatment Office Renovation – Bid #21-04
  - Water Utility Monthly Report of Operations for June 2021

- b.) Utility Financials
  - Transfer of Funds in WW Maintenance
- c.) Environmental Compliance
  - Notice of Violation: Failure to Submit Renewal FOG Application as Required – Hubbard Hill Estates- Health Care, 28070 CR 24 West (F2018-038)
  - Permit Renewal: RC Industries, Inc. Permit #92-02

**VIII. New Business**

- Ratify Auction Items for Central Garage
- Urban Land Institute Contract
- BOW Resolution 21-R-14 Transfer 112 Division St. from RDC to BOW

**IX. Use & Event Permits**

- Lucy's 90<sup>th</sup> Birthday Party 7/31- Temporary Street Closure, Special Exception from Noise
- Taste of the Gardens 8/22- Medic Kubota, Public Assembly, Special Exception from Noise Ordinance, Plaza Sign
- Summer Dance Elkhart 7/17, 8/21, 9/18 Central Green Stage, Electric, Public Assembly, Special Exception from Noise, Trailer & Chairs, Plaza Sign
- Pierre Moran Neighborhood Association Picnic 8/7 (8/8 rain date)- Temporary Street Closure
- Terrones Birthday Party 8/14- Special Exception to Noise
- Elkhart Library Curbside Concerts 8/5,8/12,8/19,8/26,9/2 Special Exception from Noise Ordinance

**X. Public Participation**

**XI. Adjournment**

BOARD OF PUBLIC WORKS  
Tuesday, July 6, 2021

President Mike Machlan called a regular meeting of the Board of Public Works to order at 9:00 a.m., Tuesday, July 6, 2021. The Clerk of the Board Nancy Wilson called the roll. Mike Machlan, Rose Rivera, Jamie Arce, Chad Crabtree and Ron Davis attended in person. Mike Machlan noted it was after 9:00 a.m. and no more bids or quotes would be accepted.

1. Approve Agenda

A motion was made Chad Crabtree by and seconded by Ron Davis to approve the agenda. On motion by Chad Crabtree, seconded by Rose Rivera and carried 5-0, the agenda was amended to include a presentation by the Aquatic Biologist Daragh Deegan. The amended agenda carried 5-0.

2. Presentation from Aquatic Biologist Daragh Deegan

Daragh Deegan, Aquatic Biologist for the City gave a brief presentation to the Board summarizing results from the 2020 sampling season in addition to sampling associated with the Elkhart River Dam removal. The results from 2020 indicated a slight increase in the health of the St. Joseph River with higher macroinvertebrate scores in recent years and an increase in the number of species. The Elkhart River Dam removal has also shown positive results with new species being found upstream of the former dam and some species showing evidence of reproduction.

3. Open Quotes

#21-08 Woodward Ave & Safford Court Sewer Repairs

Niblock Excavation submitted a quote for \$45,150.00.

On motion by Jamie Arce, seconded by Chad Crabtree and unanimously carried, the Board referred the bids to the staff of Public Works and Utilities for their review and recommendation later in the meeting.

#21-09 605 Mason Street Sewer Repairs

Niblock Excavating submitted a quote for \$65,625.00.

On motion by Jamie Arce, seconded by Chad Crabtree and unanimously carried, the Board referred the bids to the staff of Public Works and Utilities for their review and recommendation later in the meeting.

4. Claims

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved the Claim and Allowance Docket in the amount of \$7,496,436.40 consisting of 164 pages as prepared on June 30, 2021 at 2:19 p.m.

5. Minutes Regular Meeting June 15, 2021

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the minutes from June 15, 2021 were adopted.

6. Engineering

(A.) Administration

PSA Amendment #1 with American Structurepoint for Public Safety Building Study

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board approved the Professional Service Agreement Amendment 1 between the City and American Structurepoint, Inc. for the Public Safety Building Study in an amount not to exceed \$17,500.00.

## BOARD OF PUBLIC WORKS

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### Change Order #3 & Final Town Green Bid #20-04

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board approved the release of all retainage and Change Order #3 for the Town Green Project, Bid #20-04, for a decrease of \$19,200.00, bringing the final Contract price to \$382,203.00. Chris Chockley with JPR, Inc. discussed the project with the board.

### Change Order #4 & Final: Riverwalk Plaza at JA Drive Project Bid #19-29

On motion by Chad Crabtree, seconded by Rose Rivera and carried 5-0, the Board approved Change Order #4 & Final for the Riverwalk Plaza at JA Drive Project, Bid #19-29, for a decrease of \$15,687.56 bringing the final Contract price to \$680,766.24.

### (B.) Right-of-Way

#### Hotel Elkhart Plat & ROW Dedication

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board executed the plat as property owner on behalf of the City of Elkhart and accepted the Right-of-way dedication on the plat subject to approval from the Plan Commission for the Hotel Elkhart Project. Jeff Schaffer, Plan Commission President spoke to the Board about the plat. The developer Dan Boecher was also present.

#### Request Bid #21-15 Elkhart Riverwalk Boardwalk

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board approved plans and specifications and granted permission to advertise Bid #21-15 Elkhart Riverwalk Boardwalk.

#### Request Bid #21-18 DeCamp Ave. Sewer Extension

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved plans and specifications and granted permission to advertise Bid #21-18 DeCamp Ave. Sewer Extension.

### Roosevelt STEAM Academy LED Sign Inter-Local Agreement with Elkhart Community Schools

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board accepted and entered into an inter-local agreement with Elkhart Community Schools for the erection of a new double sided LED illuminated sign.

#### Sunnyside Drive Grade Separation

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved, accepted and executed the INDOT Preliminary Engineering Agreement regarding the Sunnyside Drive Grade Separation.

#### Request Bid #21-23 6<sup>th</sup> Street Sewer Extension

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved plans and specifications and granted permission to advertise Bid #21-23 6<sup>th</sup> Street Sewer Extension Project.

#### Request Bid #21-22 McPherson Street Water Main Project

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved plans and specifications and granted permission to advertise Bid #21-22 McPherson Street Water Main Project.

#### Release Retainage: Benham Ave. Reconstruction Bid #20-23

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board released the retainage from the Benham Reconstruction Project Bid #20-23.

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Request Quote #21-10 Wolf Avenue ADA Curb Ramps Project

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board granted permission to quote the Wolf Ave. ADA Curb Ramps Project, Quote #20-10.

Change Order #1& Final: High Street Curb Ramp Repair Project Quote #21-04

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board approved Change Order #1 and Final and the release of retainage for the High Street Curb Ramp Repair project, Quote #21-04, for an increase of \$2,461.94, bringing the final Contract price to \$40,936.94.

Award Bid #21-25 Franklin St Resurfacing CCMG Project

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board awarded Bid #21-25 Franklin Street Resurfacing Project to Rieth-Riley Construction Company Inc., who was the lowest, responsive and responsible bidder with a contract price in the amount of \$626,548.35.

Award Bid #21-26 CR 17 Resurfacing Project

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board awarded Bid #21-26 CR 17 Resurfacing Project to Niblock Excavating Inc., who was the lowest, responsive and responsible bidder with a contract price in the amount of \$888,735.20.

Change Order #4 and Final: Central Green Stage Structure Project Bid #19-28

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved Change Order #4 & Final and released all retainage for the Central Green Stage Structure project, Bid #19-28, for a decrease of \$11,400.00, bringing the final contract price to \$565,030.00.

(C.) Utility

Advertise Bid #21-21 Calumet Ave Water Main Extension

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved plans and specifications and granted permission to advertise Bid #21-21 Calumet Ave. Water Main Extension.

Award Quote #21-08 Woodward Ave. & Safford Court Sewer Repair

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board awarded Quote #21-08 Woodward Ave. & Safford Court Sewer Repair Project to Niblock Excavating for \$45,150.00.

Award Quote #21-09 605 Mason St. Sewer Repair

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board awarded Quote #21-09 605 Mason St. Sewer Repair Project to Niblock Excavating for \$65,625.00.

PSA Amendment No. 3 Donohue & Associates: Elkhart WWTP Expansion 2019 Design

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board approved Amendment No. 3 to the PSA between the City and Donohue & Associates for the Elkhart WWTP Expansion 2019 Project, for an additional amount of \$2,115,500.00, bringing the total contract to \$3,862,200.00. Jeremy Roschky of Donohue & Associates explained their additional services to the Board.

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Additional Appropriation Request for the Elkhart WWTP Expansion 2019

Design

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board approved the additional appropriation of \$2,115,500.00 to line 608-5-999-799.0043 for the Elkhart WWTP Expansion project.

7. Utilities

(A.) Administration

HACH Annual Service Contract

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved a contract with HACH for annual service to the UVT probes for a cost not to exceed \$1,662.00.

Wastewater Treatment Plant MRO for May 2021

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board accepted and placed on file the Wastewater Treatment Plant MRO for May 2021.

Jones Chemical, Inc. Price Change

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board accepted communication acknowledging a \$95.00 per ton increase for Chlorine from Jones Chemical, Inc.

Mutual Confidentiality Agreement with AEP

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board approved the Mutual Confidentiality Agreement with American Electric Power for sharing data. Joe Foy explained the Agreement to the Board.

Reject Bids for Bid #21-24 Sewer System CCTV 2021

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board rejected all bids for Bid #21-24 Sewer System CCTV 2021 Project.

(B.) Environmental Compliance

Notice of Violation with Compliance Order: Permit #2002-02 Elkhart Environmental Processing

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved the Notice of Violation with Compliance Order: Permit #2002-02 Elkhart Environmental Processing and assessed a penalty of \$100.00. Lynn Brabec explained the violation to the Board. The permit holder was not present.

Permit Modification: Permit#88-03 B-D Industries

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board approved a Permit Modification for B-D Industries, Permit #88-03. Lynn Brabec explained the modification to the Board.

Notice of Violation: 25% Rule Violation KFC 2709 S Main St. (F2015-183)

A motion was made by Chad Crabtree and seconded by Ron Davis to approve the Notice of Violation: 25% Rule Violation KFC 2709 S Main St. (F2015-183) and assess a penalty of \$350.00. Mike thanked Lynn Brabec and staff for getting the violations out in a timely manner, and expressed his frustration on behalf of the Board that these keep occurring, and especially when people do not respond to the violation for 25% rule and for not submitting the FOG application renewal. Many of these are not Mom and Pop shops, they are large corporations. Lynn Brabec said the Mom and Pop shops normally reply. She said the corporate structure seems to get in the way.

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She said her staff brings the violations to the Board, and they use the penalty Matrix to recommend penalties. She explained the violations to the Board. She also explained they hand deliver the violations to the FSE, and have them sign for it. The FSE was not present. On motion by Jamie Arce, seconded by Chad Crabtree and carried 5-0, the Board amended the motion by doubling the penalty to \$700.00. The amended motion carried 5-0.

Notice of Violation: Failure to Submit FOG Renewal Application as Required-McAllister's Deli 285 CR 6 East Suite A (F2018-026)

A motion was made by Chad Crabtree and seconded by Ron Davis to approve a Notice of Violation: Failure to Submit FOG Renewal Application as Required-McAllister's Deli 285 CR 6 East Suite A (F2018-026) and assess a penalty of \$100.00. Lynn Brabec explained the violation to the Board. The FSE was not present. Mike called for the vote and the motion carried.

Notice of Violation: Failure to Submit Renewal FOG Application as Required-Panda Express 2719 Cassopolis St. (F2015-369)

A motion was made by Chad Crabtree and seconded by Ron Davis to approve a Notice of Violation: Failure to Submit FOG Renewal Application as Required- for Panda Express 2719 Cassopolis St. and assess a penalty of \$435.00. Lynn Brabec explained the violation to the Board. The FSE was not present. The violation was hand delivered. Mike called for the vote and the motion carried 5-0.

Notice of Violation Failure to Submit Renewal FOG Application as Required Aracely's Paeteria y Antojitos 1808 E. Bristol St. (F2018-027)

A motion was made by Chad Crabtree and seconded by Ron Davis to approve a Notice of Violation Failure to Submit Renewal FOG Application as Required Aracely's Paeteria y Antojitos 1808 E. Bristol St. (F2018-027) and assess a penalty of \$435.00. Lynn Brabec explained the violation to the Board. The FSE was not present. To date, the FSE has not responded to the violation. Mike called for the vote and the motion carried 5-0.

Notice of Violation: Failure to Submit Renewal Application as Required- R&A Cassopolis Property, LLC, 1606 Cassopolis St. (F2018-020)

A motion was made by Chad Crabtree and seconded by Ron Davis to approve a Notice of Violation Failure to Submit Renewal FOG Application as Required for R&A Cassopolis Property, LLC, 1606 Cassopolis St. (F2018-020) and assess a penalty of \$380.00. Lynn Brabec explained the violation to the Board. The FSE was not present. They submitted the renewal application with several outstanding items. We extended their deadline three times. When we went there to inspect they said they no longer served fried food. The fryers were there and not in use, and they had not cleaned their interceptor. If they want to be a prepackaged food facility only, they need to update that with the Elkhart County Health Department. We made numerous on-site visits to assist and to explain the process. Jamie said this raises to the level of concern we saw earlier and would be in favor of doubling the fine to send the message to the food establishments we are serious about keeping grease out of our sewers. On motion by Jamie Arce, seconded by Chad Crabtree and carried 5-0, the motion was amended to increase the fee to \$760.00. The amended motion carried 5-0.

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8. Public Participation

Mike recognized a gentleman that had been waiting for a very long time to speak during public participation and invited him to come forward. His name was Daryl, and he introduced himself as a fisherman. Two years ago they put no fishing signs on the Bridge at Conn's Pond. Now they have no parking signs within two hundred feet. The no dumping signs I can agree with. They also have a no loitering sign. He asked them to please open it back up so old men like him can get back to fishing there. Mike says he remembered no parking and no fishing. Mike said they will look into it. He said they would ask the Chief of Staff to look into and get back. Mike said he remembered safety was an issue, especially with kids darting across the street, and the trash that was left behind. It is a good time for us to re-examine the issue. Daryl said he was introduced to that pond in 1966, until two years ago. Mike expressed his sympathy. Corinne Straight-Reed said she would be happy to look into this issue.

9. New Business

Award Bid #21-27 Demolition of 526 W Washington St.

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board awarded the demolition of 526 W. Washington St. Bid #21-27 to Cross Excavating & Demolition, LLC, who was the lowest, responsive and responsible bidder with a contract price of \$9,138.00.

Request Bid #21-28 Demolition of 1101 Taylor Street

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved plans and specification and granted permission to advertise Bid #21-28 Demolition of 1101 Taylor Street.

Request Bid #21-29 Demolition of 412 N. Third Street

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved plans and specification and granted permission to advertise Bid #21-29 Demolition of 412 N. Third Street.

BOW Resolution 21-R-13

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved Board of Works Resolution 21-R-03, a Resolution of the Board of Public Works of the City of Elkhart, Indiana, supporting and authorizing certain designated areas of the City-controlled right-of-way for parking stand-up electric scooters which are owned by Bird Rides, Inc. and available for use by renters of the stand-up electric scooters.

Amendment of Agreement Baker Tilly and the City of Elkhart

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board approved the amended agreement with Baker Tilly to assist the City in finding a new Human Resource Director for an amount not to exceed \$24,000.00.

Government Affairs Contract with Taft Advisors, LLC

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved a Letter of Engagement with Taft Advisors, LLC with the City of Elkhart in the amount of \$30,000.00 for Lobbying services for the Federal Government.

Network Solutions Contract

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the



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Board approved a contract with Network Solutions for \$74,983.57 for the purchase of professional services of layer 3 network switches.

Tyler Technologies Contract

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved a contract with Tyler Technologies for an amount of \$33,330.00. On motion by Jamie Arce, seconded by Rose Rivera and carried 5-0, the motion was amended to correct the amount to \$40,590.00. Richard Warfield explained the contract will help us migrate from Incode 9 to Incode 10.

Ricoh RansomeCare Cybersecurity

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved a contract with Ricoh for the purchase of RansomeCare for the City of Elkhart's Cybersecurity for an amount not to exceed \$39,000.00.

10. Adjournment

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board of Works adjourned at 11:48 a.m.

\_\_\_\_\_ Mike Machlan, President

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

**Board of Public Works**  
**CLAIM AND ALLOWANCE DOCKET**

I HEREBY CERTIFY THAT EACH OF THE ABOVE LISTED VOUCHERS AND INVOICES OR BILLS ATTACHED THERETO ARE TRUE AND CORRECT AND I HAVE AUDITED SAME IN ACCORDANCE WITH IC 5-11-10-1.6. I ALSO HEREBY CERTIFY THAT THESE VOUCHERS AND INVOICES REPRESENT GOODS AND/OR SERVICES THAT ARE FOR THE BENEFIT OF THE CITY OF ELKHART AND THAT APPROPRIATIONS FOR THESE EXPENDITURES HAVE BEEN DULY MADE OR OTHERWISE AUTHORIZED BY THE CITY COUNCIL AND OTHER APPROPRIATE AUTHORITY.

July 15<sup>th</sup>, 2021 Jamie Arce  
JAMIE ARCE - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **\$4,447,527.00**, AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 104 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

**EXECUTED THIS 21TH DAY OF JULY 2021 BY:**

PRESIDENT \_\_\_\_\_  
MICHAEL C. MACHLAN

VICE PRESIDENT \_\_\_\_\_  
CHAD CRABTREE

MEMBER \_\_\_\_\_  
JAMIE ARCE

MEMBER \_\_\_\_\_  
RON DAVIS

MEMBER \_\_\_\_\_  
ROSE RIVERA

**ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE**

**Board of Public Works**

Accounts Payable Summary  
July 20, 2021

**Individual Claims Over \$25,000 each:**

Fund	Vendor	Description	Amount
444	BORDEN WASTE-AWAY	JUNE TRASH SERVICE	184,158.09
201	ITS PLUS	DETECTION CAMERAS	27,170.00
231	LACASA OF GOSHEN	169 STATE ST REPLUMB & ELECTRICAL	59,890.00
608	NUGENT INC	METERS	58,663.74
608	NUGENT INC	METERS	487,543.94
444	MILESTONE CONTRACTORS	HIGH ST CURB RAMP REPAIRS	40,936.94
101	YODER OIL	JUNE POLICE FUEL	29,751.51
101	AXON ENTERPRISE	POLICE BODY CAMERAS	104,850.00
603	DLZ	WATER MAIN REPLACEMENT	30,730.00
101	INSIGHT STRATEGIES	2040 PLAN ASSISTANCE	40,470.07
101	INSIGHT STRATEGIES	2040 PLAN ASSISTANCE	50,000.00
433	KELLY CHEVEROLT	4 NEW TAHOES FIRE DEPARTMENT	150,560.00
249	MED-ENG LLC	BOMB BODYSUITS	83,647.00
608	NOTION INDUSTRIES	GEAR BOXES PWU	53,698.10
603	UTILITY SUPPLY	COPPERHORNS	37,120.00

Total Claims over \$25,000:	1,439,189.39
Regular Claims under \$25,000:	528,788.34
<b>Total Regular Departmental Claims:</b>	<b>1,967,977.73</b>

**Pre-Approved Claims Over \$25,000 each: (a)**

444	LERNER THEATRE	INTERNAL TRANSFER	475,000.00
101	INDIANA MICHIGAN POWER	CITY HALL ELECTRIC	34,032.52
526	ANTHEM INSURANCE	JULY INSURANCE	61,920.36

Total Pre-Approved over \$25,000:	570,952.88
Regular Claims under \$25,000:	125,186.75
<b>Total Pre-Approved Claims:</b>	<b>696,139.63</b>

**Payroll and Pension Payments:**

POLICE CLOTHING	7.16.2021	128,000.00
Fire & Police Pension		
Bi-weekly Payroll	7.9.2021	1,655,409.64
<b>Total Payroll:</b>		<b>1,783,409.64</b>

**Total All Claims, Internal Payments, and Payroll: \$ 4,447,527.00**

*(a) Claims with rigid payment deadlines. As provided for in the Elkhart Municipal Code §33.415, certain payments may be made prior to review and approval by the Board of Public Works. Typically such payments include utility bills, credit card bills, central services, association dues, employer-paid benefits, training, and employee reimbursements. Unusual items in excess of \$25,000 are noted in detail.*


*(b) Movement of monies between funds via check issuance and re-deposit. Done primarily for transfer of employer share of health insurance premiums and basic term life insurance premiums (100% employer paid) from various budgeted funds into the Group Insurance Fund (526) where it is combined with the employee share of health insurance premiums to be paid to the provider.*

Rod Roberson  
Mayor



Planning & Development  
Community Development  
Economic Development  
Planning Services  
229 S. Second St.  
Elkhart, IN 46516  
574.294.5471  
Fax: 574.295.7501

**M e m o r a n d u m**

**To:** Board of Public Works  
**From:** Eric Trotter   
**Date:** July 8, 2021  
**RE:** **Mitchell Jellison Minor - Right of Way Dedication**

On Thursday, June 24, 2021, the Elkhart City Plat Committee approved a one (1) lot minor subdivision. The land use is warehousing for a total of two buildings – the first is currently under construction. The Board of Public Works is being asked to accept the existing right of way as a part of this minor subdivision. The existing private drive will remain unchanged.

The area is located at the northwest corner of Toledo Road and Middleton Run Road. The area to be dedicated is highlighted on the enclosed graphic.



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## M E M O R A N D U M

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DATE: July 14, 2021  
TO: Board of Public Works  
FROM: Edgar Moreno, Utility Engineer *EM*  
RE: **2109 W. Indiana Ave Sewer Insurance**

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Attached is the original invoice from Roto-Rooter describing the work that they performed at the 2109 residence on 6/28/2021. The residential sanitary lines were causing a back-up in the upstairs bathroom, but the initial attempts by Roto-Rooter to clear out the lines were not successful, thus, the residents filed for sewer insurance. Findings from Roto-Rooter are as follows:

1. *"Jetted main line at 6" clay cleanout by road to house at 110 ft. This line is only for basement bathroom."*
2. *"1<sup>st</sup> floor main line was still plugged."*
3. *"Cabled main line from 4" basement cleanout. At 5ft out, we have a hard time to get past. My cable would get stuck at 40 ft with 3" double blade."*
4. *"Line needs to be dug up and put in a cleanout"*

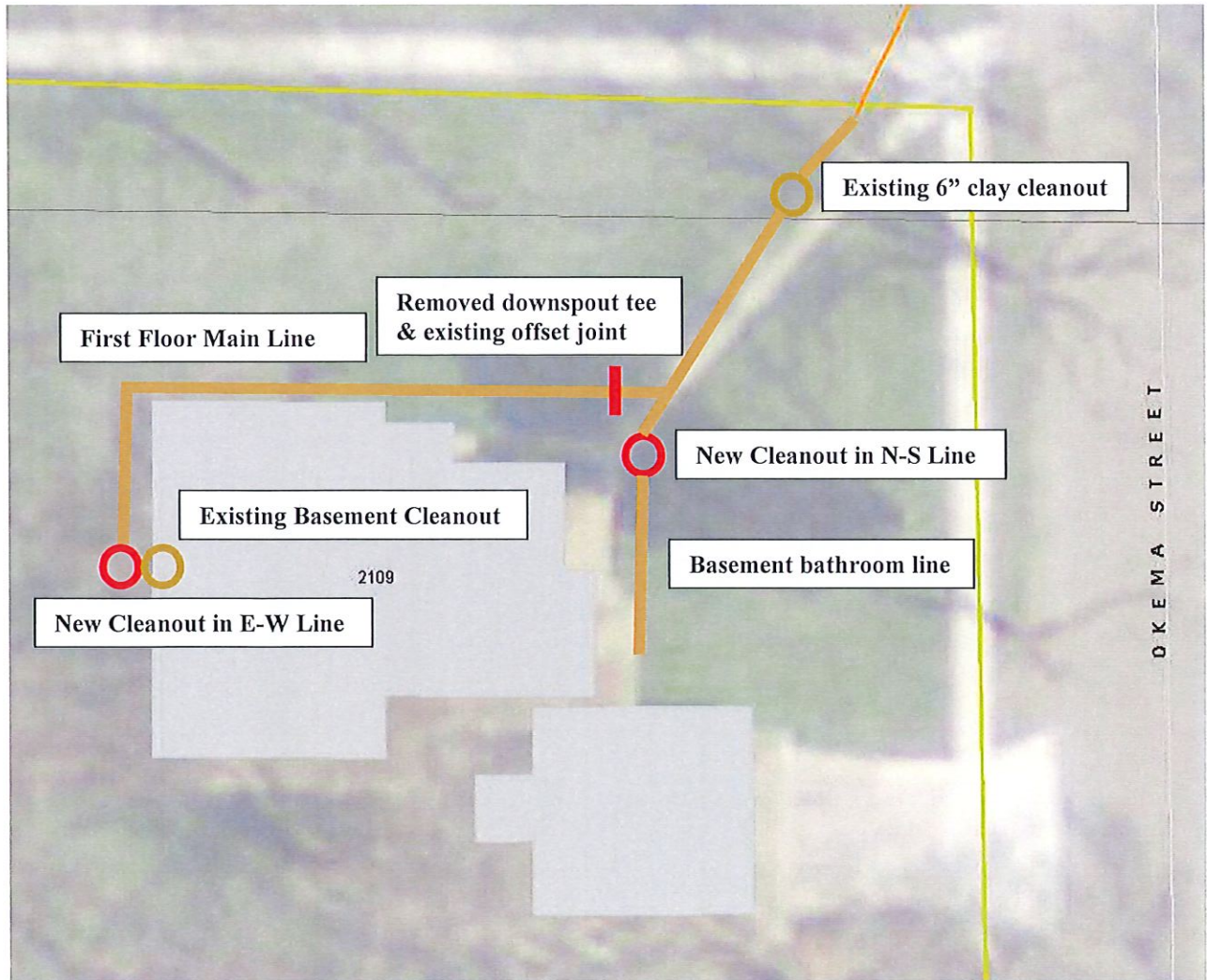
See the attached drawing for reference.

Based on Roto-Rooter's findings, it was suggested to dig up the line and install a cleanout at the wye in order to open up the portions of the "E-W" line that were not previously reachable. The residents expressed their concerns about the placement of the cleanout, as it would require a casting in their sidewalk. Therefore, (1) single cleanout was installed along the "N-S" line. In addition, to reach the issues near the 4" basement cleanout, a new cleanout was installed along the West side of the property at the far end of the "E-W" line. Once this cleanout was installed, blades were used to clear the line, but Roto-rooter was not able to cleanly reach the wye point. However, the residents were clear and flowing properly at this point. Additionally, on July 8<sup>th</sup>, the residents began backing up in the downstairs bathroom, but Roto-Rooter was able to jet by the existing 6" cleanout and open them up.

The sewer insurance program does not replace hard-surfaces nor does it restore lawns. The goal of the program is solely to assist in opening up residents' sanitary lines. This paper work was signed by the residents (See attached signature sheet), but they do not feel the work warranted excavation of the sidewalk and they would like the entirety of the sidewalk replaced for uniformity. Public Works & Utilities has offered to replace the sidewalk (not including any landscaping) as a means of agreement, but this was declined by the residents. The utility does not support the request of the petitioner.

It is requested the Board of Public Works:

**Approve the replacement of solely the sidewalk that was removed during the sewer insurance.**





**1-800-GET-ROTO**  
 Service 266-5453 • Fax 266-6117  
 27991 C.R. 10, Suite 102 • Elkhart, IN 46514  
 www.RotoRooter.com

**ASK ABOUT  
 OUR EXCLUSIVE  
 LINE OF DRAIN  
 CARE PRODUCTS**

*City Sewer  
 In Sewer*

INVOICE **NI 110305**

<b>JOB LOCATION</b>	<b>NAME</b>	<b>NAME</b>
CHRIS BUTLER	2109 W. Indiana Ave	ADDRESS
ELKHART, IN	STATE	CITY
HOME PHONE	WORK PHONE	STATE
		ZIP

<b>DATE</b>	<b>TECH</b>
6/28/01	MARK MARY
<b>P.O. NO.</b>	<b>START DATE</b>
	COMPLETION DATE

Checked Main line at 6" clay by road to have at 10 ft. this line is only for basement bath Room. 1st floor Main line was still clogged. We called Main line from 4" B.C.O. at SEE out we have a good time to get past my call would get stuck at 4" with 2" belly block. line needs to be dug up and put in a C.O.

TASK NO.	QTY	DESCRIPTION	STD. RATE	AMOUNT
1		TRIP CHARGE	\$ 99.00	
1		Power Test Basement line		\$ 130.00
1		From 6" Clay L.O.		\$ 55.00
1		B.C.O. Charge		\$ 120.00
1		Called Main line		

<b>PAID BY:</b>	<input type="checkbox"/> CHECK	<input type="checkbox"/> CREDIT CARD	<input type="checkbox"/> CASH	<b>INT.</b>
<b>CREDIT CARD #</b>	5175-4205-2507-8307			
<b>CHECK #</b>	05/24 ID CODE #			
<b>EXP. DATE</b>	7/95			
<b>C.C. ADDRESS &amp; ZIP</b>	P.O.			
<b>AUTH BY</b>	P.O.			
<b>D.L. NO.</b>				

**WORK ORDER AUTHORIZATION:** I authorize the services above and agree to pay the amounts indicated. I have read and agree to the terms on the reverse side, including the limits on Roto-Rooter's responsibility specified in those terms.

(SIGNATURE) *Christine Butler* (PRINT NAME) **Christine Butler**

**COMPLETION:** I acknowledge completion of the above, described work which has been done to my complete satisfaction.

(SIGNATURE) *Christine Butler* (PRINT NAME) **Christine Butler**

**LABOR GUARANTEE: Monday - Friday 8:30 am - 5:00 pm**

Main/Branch Lines: ..... 30 days

Toilet Auger: ..... 7 days

Reason for no guarantee

<b>DIAGNOSTIC FEE</b>	
<b>TOTAL</b>	\$ 419.00

WHITE-OFFICE YELLOW-CUSTOMER



City of Elkhart  
Public Works and Utilities

### AUTHORIZATION AND RELEASE

The undersigned hereby expressly authorizes the City of Elkhart, Indiana to enter upon his /her property, commonly known as 2109 W. Indiana

for the purpose of conducting inspection of and/or making repairs to a residential sewer connection on the above noted property, pursuant to the provisions of Elkhart Public Works & Utilities Guide to Wastewater Utility Policies 12.3.

We will be unable to cover any repairs to such items as landscaping, underground sprinkler systems, concrete sidewalks or driveways, as per Elkhart Public Works & Utilities Guide to Wastewater Utility Policies 12.2. However, we will repair concrete sidewalks and street pavement in the right-of-way.

✓ Milton Butler

Signature of Applicant

✓ 6-28-21

Date of Application





## M E M O R A N D U M

---

DATE: July 14, 2021  
TO: Board of Public Works  
FROM: Edgar Moreno, Utility Engineer <sup>EM</sup>  
RE: **Change Order Request #1: N. Main Street Water Replacement project – Bid #21-03**

---

Attached is change order request #1 for the N. Main Street Water Replacement project. This change order is for the changes to the south end connection of work by Niblock Excavating, Inc.

This change order to reduce Niblock Excavating, Inc. contracts costs for quantity adjustments at a cost of -\$45,614.50. While a tee, butterfly valve, sleeves and de-watering were included in the changes to the south end connection, money was saved with the removal of the inserta valves, live taps and a few bends in the line.

This change order request is for a decrease of \$45,614.50 to the current contract price of \$1,587,977.50. Approval of change order #1 would decrease the current contract price to \$1,542,363.00 resulting in a 2.90% decrease from the original contract price of \$1,587,977.50.

It is requested the Board of Public Works:

**Approve Change Order #1 for the N. Main Street Water Replacement project, Bid #21-03, for a decrease of \$45,614.50, bringing the Contract price to \$1,542,363.00.**

# CITY OF ELKHART

## PUBLIC WORKS & UTILITIES

Change Order No. One  
Dated 7/9/2021

Project: **N. MAIN STREET WATER REPLACEMENT** Contract No. 21-03

To: NIBLOCK EXCAVATING, INC.  
Contractor

You are required to make the changes noted below in the subject Contract:

City of Elkhart

By \_\_\_\_\_  
President, Board of Public Works

Dated \_\_\_\_\_

### Nature of Changes

#### Changes to the south end connection

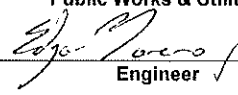
Eliminate 18" inserta valve	(\$37,500.00)
Eliminate 24"x24" Live Tap	(\$35,000.00)
Eliminate two 24" - 45 degree bends	(\$5,000.00)
Add 24"x24" cut in tee, including sleeves	\$15,950.00
Add 18" butterfly valve	\$4,935.00
Add 24" Sleeve from the tapping sleeve (can not be returned)	\$6,002.50
Add Dewatering	\$4,998.00

**TOTAL** (\$45,614.50)


These changes result in the following adjustment of Contract Price and Contract Time:

Original Contract Price	<u>\$ 1,587,977.50</u>
Contract Price Prior to this Change Order	<u>\$ 1,587,977.50</u>
Net change resulting from this Change Order	<u>\$ (45,614.50)</u>
Current Contract Price including this Change Order	<u>\$ 1,542,363.00</u>
Current Contract Price % Change from Original Price	<u>-2.9%</u>
Contract Time prior to this Change Order	<u>NO CHANGE</u> (Days or Time)
Net Time change resulting from this Change Order	<u>NO CHANGE</u> (Days)
Current Contract Time including this Change Order	<u>NO CHANGE</u> (Days or Time)

The above changes are approved:

Public Works & Utilities  
BY:   
Engineer  
07/14/21  
DATE

The above changes are accepted:

By:   
Contractor  
7/13/21  
DATE

✓

**B.O.W. SUMMARY**  
**July 20, 2021**

Revocable Permits:

#6483, Property Owner: Joan Hamilton  
Property: 1527 Fulton St.  
Permit Holder: Joan Hamilton  
Placing dumpster in the street in front of the house

#6484, Property Owner: Marcia Marin  
Property: 606 W. Hively Ave.  
Permit Holder: Marcia Marin  
Temporarily blocking one lane of traffic

#6485, Property Owner: Danny Coon  
Property: 2410 Greenleaf Blvd.  
Permit Holder: Danny Coon  
Parking a moving semi in the street in front of the house

#6486, Property Owner: Michelle Kulp  
Property: 220 S. Fourth St.  
Permit Holder: Crown Concrete  
Replacing city walkway

#6487, Property Owner: RETA, Inc.  
Property: 116 W. Jackson Blvd.  
Permit Holder: DJ Construction  
Temporarily closing the alley

Release of Bond:

#5003, Owner: Eladio Zelaya  
Property: 2417 Chippewa Dr.

#5008, Owner: Francisco Sesmas  
Property: 2215 S. Sixth St.

Driveway Permit:

#5003, Owner: Eladio Zelaya  
2417 Chippewa Dr.  
Contractor: Owner  
\$400.00 bond by owner

#5008, Owner: Francisco Sesmas  
2215 S. Sixth St.  
Contractor: Owner  
\$400.00 bond by owner

Sewer Assessment Application:

Mark Dokey- A Tail of Two Cities  
1514 W. Lusher Ave.  
Elkhart, IN 46517  
Property: 2044 Airport Dr. (Hangar 41)  
Paid in full, \$5,760.00

We Impact Properties LLC  
4000 E. Bristol St.  
Elkhart, IN 46516  
Property: 2104 Aeroplex Dr.  
Paid in full, \$7,225.00

Sandy Botello  
1214 Lafayette St.  
Elkhart, IN 46516  
Property: 1523 Eleventh St.  
Paid in full, \$345.00

Jasmine Espinoza  
54423 Baldwin Ct.  
Elkhart, IN 46514  
Property: 54423 Baldwin Ct.  
Paid 20% down, \$264.60



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## M E M O R A N D U M

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Date July 14, 2021  
To Mike Machlan, Board of Works President  
From Laura Kolo, Utility Services Manager *lk*  
RE Request to engage

Elkhart Public Works is respectfully requesting to engage with Power Plant for a cost of \$40,576 to provide and install a boiler which is a component of the system to provide heat for the Administration Building. The lead time for the equipment is five weeks.

Quotes for replacing the boiler, which was installed in the 80's were solicited and the following were received.

Power Plant	\$40,576
Legacy	\$61,789
Griffen	\$65,372

# Power Plant Service, Inc.

Since 1911

BOILERS, BURNERS, REFRACTORY,  
HVAC, HEAT EXCHANGERS, FABRICATION

SALES, SERVICE, REPAIRS,  
INSTALLATION, MANUFACTURING



2500 WEST JEFFERSON BLVD.  
PH 260-432-6716 X115  
FAX 260-436-3340

PROPOSAL SUBMITTED TO <b>City of Elkhart</b>		DATE <b>July 14, 2021</b>	
street <b>1201 S. Nappanee St.</b>		JOB NAME <b>New Boiler</b>	
CITY, STATE, AND ZIP CODE <b>Elkhart, IN 46516</b>		JOB LOCATION <b>On-Site</b>	
ATTN <b>Jeff Owens</b>	TITLE	PHONE <b>(574) 293-2572</b>	FAX <b>(574) 293-7658</b>

Power Plant Service, Inc. is pleased to provide you with the following proposal:

**Work Scope:**

- A.) Remove the old Burnham V - 1105 cast iron sectional boiler.
- B.) Install a Weil Mclain BG 880 FW - PF water boiler Low High Low Power Flame Burner.
- C.) We will hook up to all existing connections.
- D.) If any changes are needed for any connections it will be included.
- E.) We will use your assistance on removing old sections and bringing down new with your crane.

Total Price..... \$ 40,576.00

**Note**

**Lead time 5 weeks terms 50% upon order 50% upon completion.**

Please do not hesitate to contact us if you should have any questions or comments.  
Thank you in advance for this opportunity.

<p>materials, services or warranties either expressed or implied unless stated above. All materials is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.</p>	<p>Authorized Signature _____ <b>Michael D. Rose Repair Department Manager</b></p> <p>Note: This proposal may be withdrawn by us if not accepted within <b>45</b> days.</p>
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<p>Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p>	
<p>Date of Acceptance: _____</p>	<p>Signature _____</p>



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## M E M O R A N D U M

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Date July 12, 2021  
To Mike Machlan, Board of Works President  
From Laura Kolo, Utility Services Manager *LK*  
RE Change Order #3 Bid – 21-04

Elkhart Public Works is respectfully requesting approval of the following change order requests to the contract with Brown and Brown for the for the Restroom and Pretreatment Office Renovation, Bid 21-04.

\$134,773	Revised contract amount (following CO #1 and CO #2)
\$758	Change Order Request #4, 06/02/21 – install electric subpanel for water heater
\$809	Change Order Request #5, 06/02/21 – replace toilet seat lids
<u>\$1,496</u>	Change Order Request #6, 06/21/21 – install electric outlet for dryer and relocate light switch
\$137,836	Final contact amount



Change Order

PROJECT: (Name and address)
EPW Network Building and Pretreatment
Office Renovation
1201 S. Nappanee Street
Elkhart, IN 46516

CONTRACT INFORMATION:
Contract For: General Construction
Date: March 02, 2021

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: July 9, 2021

OWNER: (Name and address)
Elkhart Public Works & Utilities
1201 S. Nappanee Street
Elkhart, IN 46516

ARCHITECT: (Name and address)
CARMI Design Group, Inc.
68817 Cass Street
PO Box 627
Edwardsburg, MI 49112

CONTRACTOR: (Name and address)
Brown & Brown General Contractors, Inc.
124 S. Elkhart Street
P.O. Box 487
Wakarusa, IN 46573-0487

Project No: 2020.032

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

- 1) Install electrical dryer outlet and connect to exhaust fans. Relocate (1) light switch and add exhaust fan relay; \$1,496.00
2) Remove existing toilet seats with lids (rejected by plumbing/building inspector) and replace with new seats without lids; \$809.00
3) Add small sub panel and feed new circuit from there to water heater; \$758.00

Table with 2 columns: Description and Amount. Rows include original contract sum, net change by previous orders, sum prior to this order, increase by this order, and new total sum.

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

CARMI Design Group, Inc.
ARCHITECT (Firm name)
Signature: Tony C. Leininger
SIGNATURE
Tony C. Leininger, President
PRINTED NAME AND TITLE
July 9, 2021
DATE

Brown & Brown General Contractors, Inc.
CONTRACTOR (Firm name)
Signature: Tim Morey
SIGNATURE
Tim Morey, Project Manager/Estimator
PRINTED NAME AND TITLE
7/12/2021
DATE

Elkhart Public Works & Utilities
OWNER (Firm name)
Signature: Laura Kolo
SIGNATURE
Laura Kolo, Utility Services Manager
PRINTED NAME AND TITLE
DATE



Rod Roberson  
Mayor  
Laura Kolo  
Environmental Resources  
Tory Irwin, P.E.  
Engineering Services



Public Works &  
Utilities Department  
Administration, Engineering  
& Laboratory  
574.293.2572  
Utility Billing  
574.264.4273  
1201 S. Nappanee St.  
Elkhart, Indiana 46516

**Memo To:** City of Elkhart Board of Public Works  
**From:** Laura Kolo, Environmental Resources Manager  
**Date :** July 19<sup>th</sup>, 2021  
**Subject:** Water Utility Monthly Report of Operation for June 2021


### ***Pumpage Information***

Well Field Site Name	Total Monthly Flow (MG)	Average Daily Flow (MG)	Maximum Daily Flow (MG)	Minimum Daily Flow (MG)
North Main St.	167.995	5.600	7.524	4.007
Northwest	94.268	3.142	4.024	1.931
South	49.769	1.659	2.257	1.102
<b>Total</b>	<b>312.032</b>	<b>10.401</b>	Highest Total Pumpage 6/16/21 – 12.797 MG	
June 2020 Total	336.169	11.206	Lowest Total Pumpage 6/20/21 – 8.733 MG	

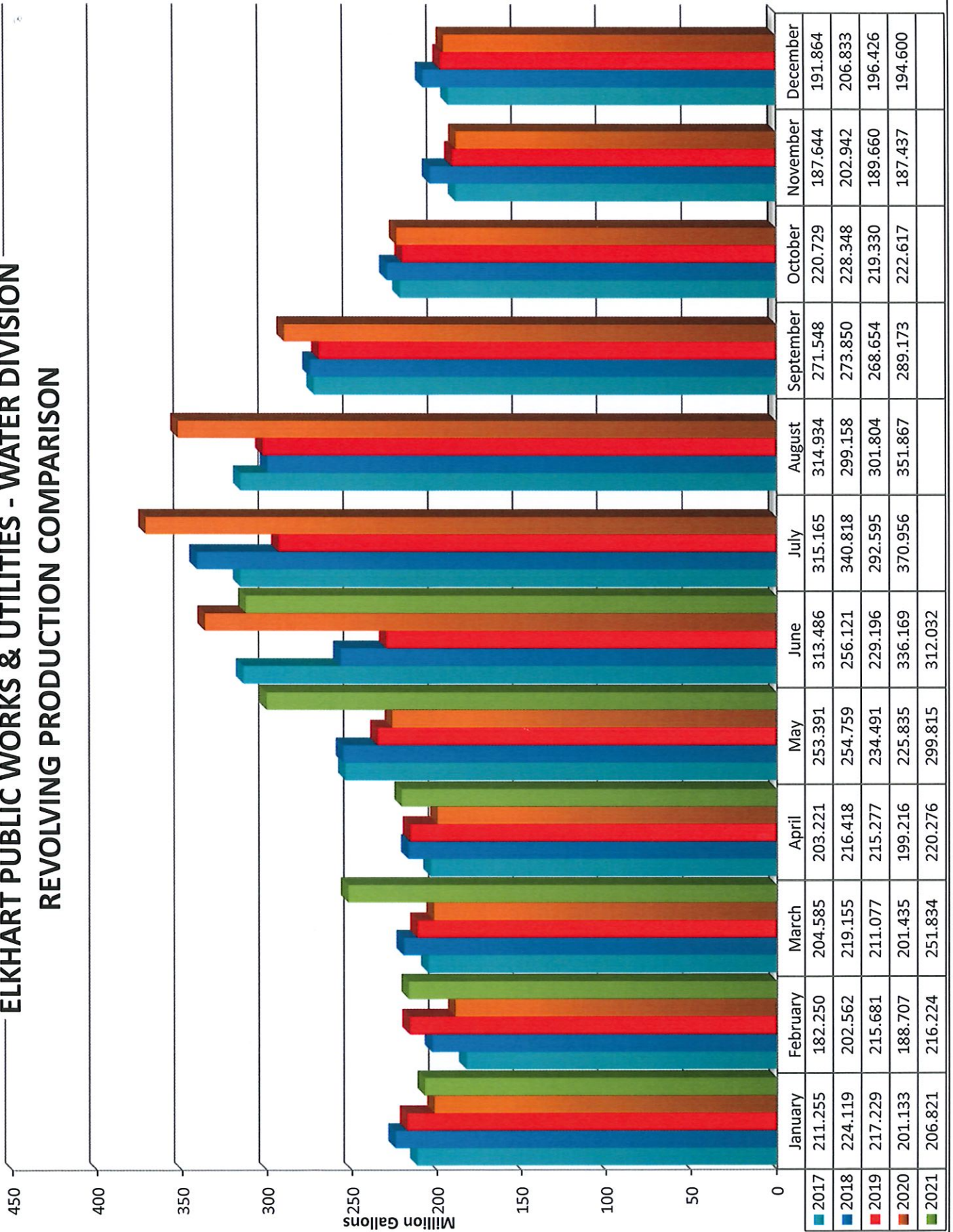
### ***Finished Water Quality Information (Monthly Averages)***

Well Field Site Name	Iron (mg/L)	Manganese (mg/L)	Fluoride (mg/L)	Total Chlorine (mg/L)	Orthophosphate (mg/L)
North Main St.	0.030	0.039	0.95	1.30	0.91
Northwest	0.051	0.036	0.96	1.16	0.95
South	0.033	0.046	0.88	1.19	1.00
Secondary Standard	<b>0.300</b>	<b>0.050</b>			
Desired Residual			<b>0.8 – 1.0</b>	<b>0.9 to 1.5</b>	<b>0.5 – 1.0</b>

"I certify under penalty of law by this signature, that this document was prepared by me or under my direction and the information submitted, is to the best of my knowledge and belief, true, accurate and complete. I am also aware that there are significant penalties for submitting false information."

Report, charts, and MROs approved by Laura Kolo  cert. # 024184  
LK/trb

# ELKHART PUBLIC WORKS & UTILITIES - WATER DIVISION REVOLVING PRODUCTION COMPARISON





## MEMO

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Date: July 14<sup>th</sup>, 2021  
To: Board of Public Works  
From: Nicolette Kershner, Utility Accountant -NK  
RE: Transfer of Funds in Wastewater Maintenance Budget

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The Department of Public Works is requesting to transfer \$90,416 of unused WW Maintenance - Full Time, Sick Incentive, Social Security, Medicare, PERF, and Insurance funds to WW Maintenance – Professional Services to accommodate the needs of paying a contractor to perform the duties that would typically be the responsibility of the Instrumentation Technician and Electrical Technician.

Public Works, like many other employers, is lacking sufficient help within their maintenance division. Due to this, we have been outsourcing some of the critical jobs that need to be done, specifically, by our Instrumentation Technician and Electrical Technician. Outsourcing these positions for an extended period of time was not accounted for within the budget, while the wages and benefits were. This transfer consists of 6 months of unpaid wages and benefits from the positions.

From - 606-5-814-411.0130 - Full Time	(\$53,173)
606-5-814-413.1200 - Sick Incentive	(\$1,309)
606-5-814-413.0100 - Social Security	(\$3,378)
606-5-814-413.0200 - Medicare	(\$790)
606-5-814-413.0300 - PERF	(\$7,736)
606-5-814-413.0500 - Group Insurance	(\$24,030)
To - 606-5-814-431.0400 - Professional Services	\$90,416

**The Department of Public Works is requesting the approval of a transfer of \$90,416 of unused WW Maintenance - Full Time, Sick Incentive, Social Security, Medicare, PERF, and Insurance funds to WW Maintenance – Professional Services.**



*City of Elkhart*  
Public Works & Utilities

To: Members of the Board of Public Works  
 From: Lynn Brabec, Environmental Compliance Manager   
 Date: July 12, 2021  
 Re: Notice of Violation: Failure to Submit Renewal FOG Application as Required – Hubbard Hill Estates-Health Care, 28070 CR 24 West (F2018-038)

Hubbard Hill Estates-Health Care received a Notice of Violation (NOV) for failing to submit their FOG Renewal Application within the allotted timeframe. Hubbard Hill Estates-Health Care did respond to the Notice of Violation received on June 28, 2021 within the allotted timeframe. The Penalty Matrices recommend assessing a total penalty of \$100.

Violation #1: Failure to submit FOG Renewal Application due on 6/3/2021.

Date of Violation:	Penalty Matrix Recommendation:*	Met all requirements outlined in Notice of Violation? Requirements included submission of written response, signed certification statement and FOG application	Additional Violation?
6/4/2021	\$100 \$100=\$100 (first 15 days)+\$0 (\$5 per day thru 06/15/2021)	Yes	No

The Penalty Matrix recommends the Board assess the following total penalty:

Location:	Date of Violation:	Penalty Matrix Recommendation:	BOW Assessed Penalty:
Hubbard Hill Estates-Health Care 28070 CR 24 West	6/4/2021	\$100	\$

Approved this \_\_\_\_\_ of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Michael Machlan

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chad Crabtree

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jamie Arce

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ronnie Davis

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rose Rivera

\_\_\_\_\_  
Date



**To:** Members of the Board of Public Works  
**From:** Lynn Brabec, Environmental Compliance Manager *LB*  
**Date:** July 20, 2021  
**Re:** Permit Renewal: RC Industries, Inc. Permit #92-02

---

The Pretreatment group requests the renewal of Permit #92-02 for RC Industries, Inc., 555 County Road 15, Elkhart, Indiana. RC Industries, Inc. is a metal fabricator, that produces custom commercial toolboxes; steel bumpers; generator covers, custom recycle bins, and other metal fabricated components for the transportation industry. Most items are powder coated before delivery.

RC Industries, Inc. has been a very cooperative and compliant facility; the Pretreatment group recommends this renewal.

Approved this 20<sup>th</sup> day of July 2021.

---

Michael Machlan

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Date

---

Chad Crabtree

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Date

---

Jamie Arce

---

Date

---

Ronnie Davis

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Date

---

Rose Rivera

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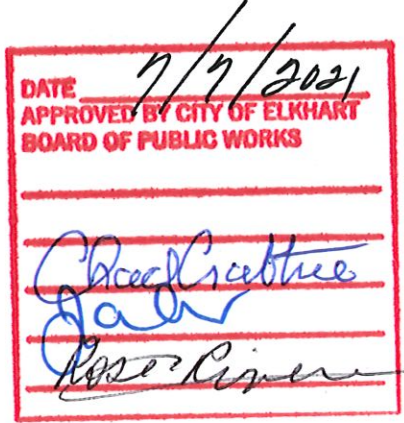
Date

*Ratify*



Central Garage

To: Board of Works  
 From: Josh Holt  
 Date: June 6, 2021  
 RE: Auction



Dear Board Members,

I Josh Holt, Central Garage Fleet Manager, am asking your permission to send City Vehicles & Equipment to Broyln Auction, based in Elkhart, Indiana.

The following vehicles and pieces of equipment below, I plan to send to Broyln Auction. The proceeds from the auction, will be sent to the General Fund & Public Works Fund. These vehicles have surpassed their useful life, and are too costly to keep in our fleet.

Auction List

Unit #	VIN / Serial #	Make	Model	Year	Dept. From?	Purchase Date	Reason for Decommissioning	Asset Profile Printed	Ready?	Auction co?	Auction Date	Sold Price	Purchase price
2230	2FAP71V18X176731	Ford	Crownvic	2008	Police	5/31/2008	OLD POLICE CAR - RETIRING	Printed	YES	BROY			23174.25
2262	2G1WDSE3XC1160385	CHEV	IMPALA	2012	Police	1/1/2012	OLD POLICE CAR - RETIRING	Printed	YES	BROY			24793
2272	2FAB78V5AX139281	Ford	Crownvic	2010	Police	6/3/2010	OLD POLICE CAR - RETIRING	Printed	YES	BROY			27604.6
2277	2G1WDSE3D1125851	CHEV	IMPALA	2013	Police	10/11/2012	OLD POLICE CAR - RETIRING	Printed	YES	BROY			32875
2280	2G1WDSE3D01126618	CHEV	IMPALA	2013	Police	10/11/2012	OLD POLICE CAR - RETIRING	Printed	YES	BROY			32875
2228	2G1WDSE30C1155900	CHEV	IMPALA	2012	Police	1/1/2012	OLD POLICE CAR - RETIRING	Printed	YES	BROY			24793
2258	2G1WDSE30C1155295	CHEV	IMPALA	2012	Police	1/1/2012	OLD POLICE CAR - RETIRING	Printed	YES	BROY			24793
2283	2G1WDSE34D1128632	CHEV	IMPALA	2013	Police	10/11/2012	OLD POLICE CAR - RETIRING	Printed	YES	BROY			32875
363	1FVHC1B5XAD53164	FRT	M2 PLOW	2009	Street	1/19/2010	Landfill Mattress incident truck - TO MANY ISSUES	Printed	YES	BROY			131135
190	1FAPF3291G230232	Ford	TAURUS	2001	Plang	1/1/2001	PAST ITS USABLE LIFE - FRAME RUST	Printed	YES	BROY			20200
602 / 549	1G8GC34R7R125788	CHEV	boxtrk	2000	B&G		past usable life, been replaced	Printed	YES	BROY			
00 300		Slh	string tri		Street	5/4/2010	replaced w/ new	Printed	YES	BROY			314.95
0 0134		Slh	string tri		Street	6/6/2012	replaced w/ new	Printed	YES	BROY			
00843AA		Poulan	chain sw		Cemet	4/30/2014	replaced w/ new	Printed	YES	BROY			
0 0405	Self propelled 30" tein blade mower	Toro	push mxr	2012	Pub Wrks	9/9/2012	no longer needed	Printed	YES	BROY			1200
00-149	Wlak behind leaf blower	Yard Mach	unk		Traffic	1/1/2002	past its usable life / replaced	Printed	YES	BROY			200
??	Diaphram Water Pump	unk			Unknown	??	Not sure of where this came from / not needed	No Profile	YES	BROY			
??	MTD Push Mower	MTD	push mxr		Unknown	??	Not sure of where this came from / not needed	No Profile	YES	BROY			
3013	Gravely Z Turn	Gravely	Zturn	2008	Street	5/1/2008	past its usable life / replaced	Printed	YES	BROY			5800
??	Husqvarna String Trimmer	HUSQ	string tri		Unknown	??	Not sure of where this came from / not needed	No Profile	YES	BROY			
Misc Pk	1 Pallet spare mower wheels and small engine parts	MISC			CG		spare parts, obsolete / no longer needed	No Profile	YES	BROY			
<b>total sale</b>											<b>0</b>		
524	1GTC5196148142045	GMC	Canyon	2004	B&G	12/24/2007	Past its service life; FRAME RUSTED THROUGH		yes	BROY			18300

Sincerely,

Josh Holt

City of Elkhart Central Garage



## M E M O R A N D U M

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DATE: JULY 20<sup>TH</sup>, 2021

TO: Board of Public Works

FROM: Danielle Garlington, Graduate Engineer *dlg*

RE: **Meijer Economic Development Agreement - Request for Approval to Proceed**

---

The City of Elkhart through its Redevelopment Commission has entered an economic development agreement with Meijer Stores Limited Partnership. The basis of this agreement is for the City and Meijer to foster economic development and redevelopment serving the Cassopolis Street Corridor Economic Development Area. In this agreement, Meijer requests certain economic incentive from the City.

The City has agreed to fund and construct local public improvements to serve the newly constructed Meijer site at SR 19 and Arlington Rd. This will generally consist of sewer extension, roadway realignment, roadway improvements, and traffic signal improvements. The Redevelopment Commission will provide funds not to exceed \$1,600,000 for these public improvements.

It is requested the Board of Works accept this request to proceed with design for local public improvements to serve the Meijer Site.

The Economic Development Agreement is attached for your review.

It is requested the Board of Public Works:

**Accept request to proceed with design plans for public improvements to serve the Meijer site.**



---

M E M O R A N D U M

---

**DATE:** JULY 20<sup>TH</sup>, 2021

**TO:** Board of Public Works

**FROM:** Danielle Garlington, Graduate Engineer *dleg*

**RE:** **Calumet Ave Water Extension Easement- Ratify Surveying and Mapping, LLC Proposal**

---

The Department of Public Works Engineering has prepared plans for Calumet Ave Water Extension Bid #21-21. The project will consist of the installation of approximately 1,545 feet of 8" ductile iron water main, drive approach removal and replacement, and replacement, and pavement removal and replacement along Calumet Ave from Marguerite Ave, through the cul-de-sac to the East continuing North through Walker Park and terminating at the intersection of Cortland Dr. and Briarwood Dr. The Board of Public Works approved and granted permission to advertise plans at the July 6<sup>th</sup> meeting.

Walker Park is not owned by the City's Parks Department, it is owned by Elkhart Park Foundation, Not-for-Profit Corp. A 10-foot utility easement is required for this water main extension.

Engineering has requested services from Surveying and Mapping, LLC (SAM) for services to create a 10-foot utility easement. SAM has submitted a proposal. This has been signed by Engineering staff for SAM to proceed with proposed work. The signed proposal is attached for the Board's review.

It is requested the Board of Public Works:

**Ratify the signed proposal with Surveying and Mapping, LLC.**





**Delivery Method:**

Email: Danielle.Garlington@coei.org

July 9, 2021

Ms. Danielle Garlington  
1201 South Nappanee Street  
Elkhart, Indiana 46516

**RE: 10' Utility Easement Parcel Plat Preparation  
3419 East Bristol Street**

Dear Ms. Garlington,

SAM Companies are pleased to provide you with this proposal for professional surveying services in connection with the above-referenced project. Based upon the request for proposal and the information provided to SAM and upon our previous experience providing surveying services for this type of project, we have prepared the attached proposed Scope of Services, Fee Estimate and Schedule.

After you have reviewed the attached proposed Scope of Services, associated fees and schedule, please do not hesitate to call if you have any questions or comments. Again, thank you for the opportunity to provide this proposal. We are looking forward to working with you on this project.

Sincerely,

A handwritten signature in black ink that reads "Chris Marbach". The signature is written in a cursive, flowing style.

Chris Marbach, PS / SAM  
Office Manager

**SAM COMPANIES**

3220 Southview Drive / Elkhart, IN 46514  
574-266-1010 Office / 574-262-3040 Fax

**sam.biz**



# Scope of Services

10' Utility Easement Parcel Plat Preparation  
3419 East Bristol Street

## Project Overview

Surveying And Mapping, LLC. (SAM) proposes to provide the following land surveying services

## Assumptions

The following assumptions were made for the preparation of this Scope of Services. If these assumptions do not prove correct, a modification to the scope and budget for this project may be required.

- Client will provide a proposed location of easement.
- Client will provide permission to access the property from the current owner.

## Scope of Services – Easement

SAM will provide the following services: Create a 10 foot utility easement for the above referenced project.

- Create a 10 feet utility easement on a legal size sheet for the purpose of a water main to cross land owned by Elkhart Park Foundation, not for profit.

## Additional Services – Survey

In addition to the services outlined above, SAM will provide additional services as requested by the client on a time and materials basis, based upon our Contract Rate Schedule. If requested, a scope of work and estimated fee will be provided in writing prior to SAM proceeding with any additional service.

## Project Deliverables – Survey

SAM will provide the following project deliverables:

- A PDF file of the completed survey
- 4 legal size printed copies of the completed survey if needed.

## Project Schedule

Based on a written agreement and notice to proceed, we will mobilize within 7 days and complete the work in a safe and efficient manner working 7:00 a.m. to 5:30 p.m. Monday–Friday. SAM will submit the deliverable drawings within 20 days.

## Fees

SAM will provide the services described above for the *lump sum fee of \$800.00.*



## Term & Conditions

1. Access To Site - Unless otherwise stated, SAM, LLC will have access to the project site for activities necessary for the performance of the services. SAM, LLC will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.
2. Ownership Of Documents - Client acknowledges that all original papers, documents, maps, surveys, digital data and other work product and copies thereof, produced by SAM, LLC pursuant to this Agreement shall remain the property of SAM, LLC, except documents which are to be filed with public agencies. Client further acknowledges that Client's right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.
3. Copyright - The parties hereto agree that all protections of the United States and Texas state copyright laws shall be applicable to the work product to the benefit of SAM, LLC, including common law and statutory law, whether or not any copyright for such work product actually is registered, and without regard to whether or not such copyright actually applies to such work product.
4. Invoices - Invoices for fees and all other charges will be submitted monthly for all services rendered as the work progresses, and the net amount shall be due and payable as of the date of the invoice at SAM, LLC's office in Austin, Travis County, Texas.
5. Client's Obligation to Pay - Client's obligation to pay is solely that of Client, and the acts or omissions of any third party shall not affect that obligation. All sums due and not received shall be construed as past due. To cover the costs of collection, all past-due amounts will incur a late charge of one and one-half percent (1 ½ %) per month until paid. The Client shall pay all attorney's fees or court costs incurred by SAM, LLC in collecting any past-due amounts. In the event that Client fails to pay SAM, LLC within thirty (30) days after invoices are rendered, then Client agrees that SAM, LLC shall have the right to stop or suspend work and consider the non-payment as grounds for a total breach of this Agreement.
6. Termination Of Services - This Agreement may be terminated by either party upon five (5) days' written notice, by mutual consent or in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party. SAM, LLC shall then be paid for the services completed up to the time of the termination date based upon the attached Rate Schedule.
7. Dispute Resolution - If a dispute arises out of or in connection with or relation to this Agreement, the parties shall endeavor reasonably to settle the dispute through direct discussions. If a dispute is not resolved through direct discussions, claims or disputes in connection with the services provided under this Agreement between Client and SAM, LLC shall be submitted to non-binding mediation in Austin, Travis County, Texas. In the event non-binding mediation does not result in resolution of the claim or dispute, the dispute shall be resolved by litigation in the courts of the state in which the services are performed, and the parties hereby consent and submit to exclusive venue in, and the exclusive jurisdiction of, such courts and waive all rights to proceed in any other venue or jurisdiction. Client and SAM, LLC agree to include a similar dispute resolution agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The substantially prevailing party in any litigation arising out of or relating to this Agreement shall be entitled to recover from the other party reasonable attorneys' fees, costs, and expenses incurred by the prevailing party.
8. Governing Law - This Agreement shall be construed and enforced in accordance with the laws of Indiana.
9. Indemnification - The Client shall, to the fullest extent permitted by law, indemnify and hold harmless SAM, LLC, its officers, directors, members, managers, employees, agents, insurers and subconsultants (collectively "SAM Parties") from



and against all damages, liabilities, penalties, fees, claims, suits and costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the SAM Parties of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of SAM, LLC.

10. Limitation Of Liability - In recognition of the relative risks, rewards and benefits of the project to both the Client and SAM, LLC, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, total liability to the Client for any and all injuries, claims, suits, costs, liabilities, fees, losses, expenses, penalties, fines, damages or claim expenses arising out of this Agreement from any cause or causes shall not exceed the total fee paid by the Client to SAM, LLC, excluding any sales tax, for the services rendered. Such causes include, but are not limited to, SAM, LLC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Except for the indemnification provisions provided herein, neither party shall be liable to the other for consequential, incidental, indirect, punitive or special damages (including loss of profits, data, business or goodwill), regardless of the legal theory advanced or of any notice given as to the likelihood of such damages.
11. Authority - Client affirmatively represents and states that he/she is authorized to enter into this Agreement, either as the owner or an officer of (City of Elkhart), or as Company's duly authorized agent, trustee or receiver for the purpose of entering into this Agreement.
12. Professional Services - All engineering and surveying services are regulated under the Indiana State Board of Registration for Professional Engineers and the Indiana State Board of Registration for Professional Surveyors.
13. Use of Work Product - SAM, LLC acknowledges that Client is requesting services to be performed under the applicable work order(s) for the purpose of providing such information to other parties including, but not limited to, clients, customers, governmental entities and other interested parties. Client agrees that the work product prepared by SAM, LLC may not be altered in any way except for the addition of page numbers or exhibit captions necessary to incorporate that work product into other documents. SAM, LLC agrees to provide copies of the work product mutually agreed upon by both parties described in the work orders hereof.
14. Subpoenas or Requests for Information - In the event SAM, LLC or any of its personnel are requested or authorized by the Client or third parties with which the Client is involved in a claim or dispute or, are required by government regulation, subpoena, or other legal process, to produce any information or our personnel as witnesses with respect to the services performed by SAM, LLC hereunder, the Client will, so long as neither SAM, LLC nor its personnel are a party to the proceeding in which the information or personnel are sought, reimburse SAM, LLC for its professional time and expenses, as well as the actual fees and expenses of SAM, LLC's counsel, incurred in responding to such requests.

## Acceptance

Danielle Garlington, Client

By: Danielle G Date: 7/12/21

Rod Roberson

*Mayor*

John Espar



City of Elkhart

*Department of Law*

229 S. Second St.

Elkhart, Indian 46516

Board of Public Works

July 15, 2021

Michael Machlan

Chad Crabtree

Ronnie Davis

Jamie Arce

Rose Rivera

RE: Urban Land Institute contract

Board:

The City is seeking advice and recommendations regarding various land development and planning issue. The services offered by ULI are in part service considered under the more comprehensive agreement with Insights Consulting. ULI's cost is \$80,000.00. The ULI contract will be funded up to \$50,000.00 from funds from the Insights Consulting project. The remaining fund of \$30,000.00 have already been appropriate by community and economic development. The City request that the Board move to allow the board president to execute the ULI contract on behalf of the City.

Respectfully,

Randall K. Arndt



## **ULI-The Urban Land Institute— Advisory Services (ASP) Agreement [Elkhart, IN]**

This Agreement constitutes a binding contract between the **City of Elkhart, Indiana** (“Sponsor”) and **ULI-the Urban Land Institute** (“Institute” or “ULI”). As part of its purpose, the Institute maintains a virtual Advisory Services Program (vASP) for the purpose of benefiting organizations, governments, institutions and the general public through improved planning and utilization of land. The Sponsor wishes to obtain advice and recommendations from the Institute on development and planning issues associated a variety of land use, real estate and organizational structure issues using the Institute's Advisory Services Panel Program. The Scope of this agreement is provided in Attachment A.

Pursuant to this Agreement, the Institute agrees:

1. To provide a virtual panel (vASP) composed of members of the Institute and others who collectively have a varied and broad experience and knowledge applicable to the particular problems to be considered.
2. To arrange and host (via Zoom or other virtual meeting platform) for the panel members to convene to immerse and learn about the location upon which its recommendations are sought for a period of approximately two and a half days, starting on or about July 26, 2021. During that time the panel, directly and through its staff, will study the designated area; consult with public and private officials representatives of other relevant organizations, and other individuals familiar with the problems involved through virtual stakeholder engagement that will be facilitated using zoom or a similar video communication software; and prepare its conclusions and recommendations which will be presented to the Sponsor and its invited guests in a virtual presentation form at the close of the assignment.
3. To promptly, provide the Sponsor with a written letter report that summarizes its conclusions and recommendations (the “Report”).
4. To absorb the technological expenses of its panel and staff during the duration of the vASP engagement.

The Sponsor agrees, at its expense:

5. To furnish each panel member, not less than 14 days in advance of the panel meeting, such pertinent background data in the form of reports, plans, charts, etc., as may be presently available or readily developed for the preliminary study of the panel, prior to its inspection on site. Unless otherwise discussed, these materials will be posted to a centralized online repository for access by panelists (e.g. dropbox, google drive).
6. To coordinate and invite, insofar as possible, to have appropriate persons, including public and private officials, representatives of the relevant organizations,

and others, available through electronic media for the purpose of consulting with and furnishing information to the panel on specific matters relevant to the assignment as may be necessary and advisable during the stakeholder engagement component of the vASP.

7. Identify an impact liaison and participate in various activities associated with gathering data and measuring panel impact in partnership with ULI's Advisory Services' Impact Analysis Pilot Program.
8. The cost of the vASP is \$80,000. The first installation of \$30,000 (the "Deposit") will be paid upon signing of this agreement. The second installment of \$30,000 will be paid upon presentation of the panel's recommendations. The third and final payment of \$20,000 will be paid when the Sponsor receives the Report. In the event the Sponsor cancels the panel assignment, the Sponsor shall be responsible for any costs incurred by ULI up to the date of cancellation. ULI understands and agrees that Fifty Thousand (\$50,000.00) Dollars will be paid by the City through its agreement with Insights Consulting.

It is understood that the fee paid by the Sponsor to the Institute is to be used to cover the costs of the panel assignment, development of the Report, and to support and encourage the Institute's research and educational programs.

The Sponsor may not make commercial use of the Report, but may make noncommercial use of the Report, including those findings and recommendations from the panel, as it may deem desirable. The Sponsor hereby specifically agrees that the Institute may publish and disseminate such report or any part thereof in conjunction with its noncommercial research and educational programs.

Each party shall indemnify, save, defend and hold harmless the other, its elected/appointed officials, officers, directors, employees and agents from any and all liability, claims, suits, demands, actions, damages and expenses (including reasonable attorney fees) of whatsoever kind and by whomsoever brought against the indemnified party, its elected/appointed officials, officers, directors, employees and agents, arising from or in connection with any willful or grossly negligent act, error or omission of the indemnifying party, its elected/appointed officials, officers, directors, employees, and agents in the performance of this Agreement. Each party's aggregate liability for damages of any nature shall be limited to the amount of the Deposit under this agreement. In no event will either party be responsible for incidental or consequential damages arising out of the services it provides under this Agreement.

ULI is acting in the capacity of an independent contractor hereunder and not as an employee, or agent of, or joint venturer with Sponsor.

The performance of this Agreement by either party is subject to acts of God, war or threat of war, government regulation, acts of terrorism, disaster, fire, strikes, civil disorder, public health crises, curtailment of transportation facilities or other circumstance beyond the control of the parties unreasonably delaying or making it inadvisable, illegal or impossible for either party to perform its obligations hereunder. This Agreement may be terminated without

penalty for any one (1) or more of such reasons by written notice from one party to the other; provided that the party delayed or unable to perform shall promptly advise the other party of such delay or impossibility of performance, and provided further that the party so delayed or unable to perform shall take reasonable steps to mitigate the effects of any such delay or nonperformance.

Either party shall have the right to assign this Agreement to an affiliate upon prior written notice to the other party. In all other instances, neither party shall assign its rights or duties under this Agreement without prior written consent of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective parties and their successors and assigns.

This agreement constitutes the entire agreement between the parties regarding the services described herein and supersedes all prior agreements or understandings between the parties on this subject matter, whether written or verbal.

This Agreement may not be altered, amended or modified except by written document signed by all parties.

This Agreement shall be subject to and construed under the laws of State of Indiana. The undersigned parties and their duly authorized representatives represent and warrant that they have authority to enter into this Agreement and hereby agree to the terms set forth above.

**ULI—the Urban Land Institute**

**City of Elkhart, Indiana**

\_\_\_\_\_  
Tom Eitler, Senior Vice President

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

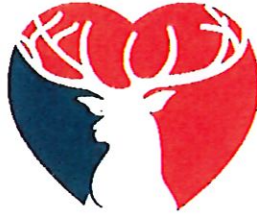


Rod Roberson

*Mayor*

John Espar

Board of Public Works



City of Elkhart

July 15, 2021

*Department of Law*

229 S. Second St.

Elkhart, Indian 46516

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Michael Machlan  
Chad Crabtree  
Ronnie Davis  
Jamie Arce  
Rose Rivera

RE: Resolution accepting transfer of 112 Division Street – Remainder

Board:

The Elkhart Redevelopment Commission wished to transfer a parcel of real estate commonly known as 112 Division Street – remainder, with the full legal description stated in Exhibit A as attached to the proposed resolution, to the City. Statutorily, the Board is the entity that may accept transfer of the property from the Commission. The accepting of the property by the Board is in the City's best interests.

Respectfully,

Randall K. Arndt

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE  
CITY OF ELKHART, INDIANA  
ACCEPTING THE TRANSFER OF REAL PROPERTY FROM  
THE CITY OF ELKHART, INDIANA, DEPARTMENT OF REDEVELOPMENT**

**112 Division Street - Remainder**

**WHEREAS**, the Elkhart Redevelopment Commission (the “Commission”), the governing body of the Elkhart, Indiana, Department of Redevelopment (the “Department”) and of the Redevelopment District of the City of Elkhart, Indiana (the “Redevelopment District”), exists and operates under the provisions of I.C. § 36-7-14, as amended from time to time (the “Act”) and is a body corporate and politic; and

**WHEREAS**, the City of Elkhart, Indiana, Board of Public Works) (Inter-Department) (the “Board”) has custody of and may maintain all real property owned by the City of Elkhart, Indiana (the “City”) pursuant to I.C. § 36-9-6-3; and

**WHEREAS**, pursuant to I.C. § 36-1-11-8, the City, acting by and through the Board, may accept the transfer of property from another governmental entity upon terms and conditions agreed upon by the two (2) entities as evidenced by the adoption of substantially identical resolutions of each entity; and

**WHEREAS**, the Department, through the Commission, desires to transfer the Property to the City; and

**WHEREAS**, the City, by and through the Board, wishes to accept the transfer from the Commission of a certain parcel of land or interest therein previously acquired by the Department and more particularly described at Exhibit A (the “Property”); and to authorize the staff of the Board to accept quitclaim deeds effecting the transfer of the Property and cause those to be presented for recording; and

**WHEREAS**, the Commission has adopted a resolution consistent with the requirement of I.C. § 36-1-11-8.

**NOW, THEREFORE, BE IT RESOLVED BY THE ELKHART BOARD OF PUBLIC WORKS AS FOLLOWS:**

1. The transfer of the Property, or the Department’s interest therein, described at Exhibit A situated in Elkhart County, Indiana, to the City of Elkhart, Indiana, acting by and through its Board of Public Works, (**Inter-Department**) from the “City of Elkhart, Indiana, Department of Redevelopment, a municipal corporation” shall be, and hereby is, authorized and approved.

2. The staff of the Board shall be, and hereby are, authorized to accept and cause to

**EXHIBIT A**

Property to be Transferred

**Parcel No. 20-06-05-478-009.000-012 (split)      Address 112 Division Street  
Remainder**

Real Estate located in the City and County of Elkhart, State of Indiana, to-wit:

A part of Out Lot 25, as said lot is known and designated on the recorded Corporation Plat of the Town of Elkhart, now City, more particularly described as follows:

Commencing at a rebar on the North line of Division Street, 111.00 feet East of the northeast corner of Main and Division Streets, in said City of Elkhart, said point also being at the intersection of the East line of the first alley East of Main Street with the North line of Division Street; thence North 05°09'54" West along the East line of said alley a distance of 53.57 feet to a cross cut marking the Point of Beginning of this description; thence North 43°49'08" East a distance of 36.71 feet to a Mag Nail with a washer; thence North 32°52'40" East a distance of 23.02 feet to a Mag Nail with a washer; thence North 83°56'04" East a distance of 15.71 feet to an iron pipe; thence North 5°27'05" West a distance of 35.10 feet to an iron pipe on the North line of said Out Lot 25; thence South 85°35'18" West along the said North line a distance of 57.42 feet to a 2" iron bar on the East line of said alley; thence South 5°09'54" East along the East line of said alley a distance of 78.33 feet to the Point of Beginning of this description.

Containing 0.069 of an acre.

Commonly referred to as part of 112 Division Street.