

CITY OF ELKHART
BOARD OF PUBLIC WORKS MEETING
AGENDA

Common Council Chambers

9:00 A.M., Tuesday, August 3, 2021

<https://coei.webex.com/coei/j.php?MTID=maa59dd31849b972fa5ed0815423d2b89>

Join by phone: 1-415-655-0001

Meeting Number (access code): 180 938 3806 Meeting password: BOW21

I. Roll Call

II. Approve Agenda

III. Open Bids

- #21-18 DeCamp Ave. Sewer Extension
- #21-22 McPherson St. Water Extension
- #21-23 S. 6th St. Sewer Extension
- #21-28 Demolition of 1101 Taylor St.
- #21-29 Demolition of 412 N. Third

IV. Claims

V. Minutes: Regular Meeting July 20, 2021

VI. Tabled Item

- 2109 W. Indiana Ave. Sewer Insurance

VII. Engineering

- a.) Administration
 - Award Bid #21-13 Wastewater Treatment Plant Capacity Upgrades Phase II
- b.) Right-of-Way
 - Award Quote #21-10 Wolf Ave. Curb Ramp

VIII. Utilities

- a.) Administration
 - Wastewater Treatment Plant MRO June 2021
 - Request Quote #21-11 CR 17 Meter Pit Installation
- b.) Utility Financials
 - 2nd Quarter Utility Financial Reports
- c.) Environmental Compliance
 - Notice of Violation Failure to Submit Renewal FOG Application 7-Eleven #40508 28054 CR 4 (F2018-034)
 - Notice of Violation Failure to Submit Renewal FOG Application 7-Eleven #40505 2961 Moose Trail (F2018-033)
 - Notice of Violation with Compliance Order: Permit #2009-01 Earthmovers Landfill, LLC

IX. New Business

- BOW Resolution 21-R-15 Accepting the Transfer of Interests in Certain Real Estate and the Improvements thereon from the Board of Parks and Recreation and Authorizing the Transfer to the Non-profit Tolson Center Inc.
- Interpreter Contracts for Elkhart City Court

X. Use & Event Permits

- Delgado-Mejia Wedding 8/7- Special Exception from Noise
- Trausch Wedding 8/14- Special Exception from Noise

XI. Award Bids

- #21-18 DeCamp Ave. Sewer Extension
- #21-22 McPherson St. Water Extension
- #21-23 S. 6th St. Sewer Extension
- #21-28 Demolition of 1101 Taylor St.
- #21-29 Demolition of 412 N. Third

XII. Public Participation

XIII. Adjournment

BOARD OF PUBLIC WORKS
Tuesday, July 20, 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

On motion by Chad Crabtree, seconded by Rose Rivera and carried 5-0, the agenda was approved as presented.

2. Open Bids & Quotes

#21-13 Wastewater Treatment Plant Capacity Upgrades Phase II

Proof of publication was presented which appeared in The Elkhart Truth on June 12 and June 19, 2021. The following bids were received:

Bowen Engineering Corp. submitted a signed and certified bid summary form with all items checked. The base bid was \$27,356,000.00.

Kokosing Industrial Inc. submitted a signed and certified bid summary form with all items checked. The base bid was \$30,278,050.00.

Thieneman Construction submitted a signed and certified bid summary form with all items checked. The base bid was \$34,336,000.00.

F.A. Wilhelm Construction submitted a signed and certified bid summary form with all items checked. The base bid was \$35,170,000.00.

On motion by Chad Crabtree, seconded by Ron Davis and unanimously carried, the Board referred the bids to the staff of Public Works and Utilities for their review and recommendation at the next meeting.

#21-15 Elkhart Riverwalk Boardwalk

Proof of publication was presented which appeared in The Elkhart Truth on July 3 and July 10, 2021. The following bids were received:

Northern Indiana Construction submitted a signed and certified bid summary form with all items checked. The base bid was \$680,425.50. Alt A \$29,260.00. Total bid \$709,685.50.

Pioneer Associates Inc. submitted a signed and certified bid summary form with all items checked. The base bid was \$570,465.00 Alt A \$23,550.00. Total Bid \$594,015.00.

LaPorte Construction submitted a signed and certified bid summary form with all items checked. The base bid was \$314,120.00. Alt A \$8,640.00. Total Bid \$322,760.00.

On motion by Chad Crabtree, seconded by Ron Davis and unanimously carried, the Board referred the bids to the staff of Public Works and Utilities for their review and recommendation at the next meeting.

#21-10 Wolf Ave. ADA Curb Ramps

Milestone Construction North submitted a quote for \$38,340.00. Rieth-Riley Construction submitted a quote for \$19,379.92. Premium Concrete Services submitted a quote for \$19,570.00.

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 at the next meeting.

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3. 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 \$4,447,527.00 consisting of 104 pages as prepared on July 15, 2021 at 5:27 p.m.

4. Minutes Regular Meeting July 6, 2021

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the minutes from July 6, 2021 were adopted.

5. Engineering

(A.) Administration

Meijer Economic Development Agreement

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved the request to proceed with design plans for public improvements to serve the Meijer site.

Calumet Ave. Water Extension Easement- Ratify Surveying and Mapping Proposal

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board ratified the signed proposal with Surveying and Mapping LLC for the Calumet Ave. Water Extension Easement.

(B.) Right-of-Way

Mitchell Jellison Minor ROW Dedication

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved the Mitchell Jellison Minor Right of Way Dedication.

(C.) Utility

2109 W. Indiana Ave. Sewer Insurance

A motion was made by Chad Crabtree and seconded by Ron Davis to approve the replacement of sidewalk removed during the sewer insurance program at 2109 W. Indiana Avenue. Utility Engineer Edgar Moreno explained the sewer insurance work that Roto-Rooter did on 6/28/21 at 2109 W. Indiana. The residential sanitary lines were causing a back-up in the upstairs bathroom, but the initial attempts by Roto-Rooter were not successful. The residents filed for the sewer insurance program. Derek Saur explained the places shown on the attached map where they dug to install the clean-out. Roto-Rooter televised the line and told them where they saw a problem. Derek explained that their sewer line ran under the sidewalk. Based on Roto-Rooter's findings, the City installed a single cleanout along the N-S line, in addition, to reach issues near the 4" basement cleanout, a new cleanout was installed along the west side of the property. Mike explained to Ron that the sewer insurance program does not replace hard surfaces nor does it restore lawns under the sewer insurance program. Rose asked if the clean out on the west side was a result of them not wanting a clean out by the "y". Derek said they had to dig on the west side because the problem was 4 feet from the house on the west side. Mike asked if they put the new clean out on the north/south side first? Derek said yes they did because that is where Roto-Rooter located the first problem. They normally put a clean out on either side of an existing "y". The home owners didn't want the casting in their walkway. Mike called the property owners up to speak.

Milton and Chris Butler came forward to speak about their property at 2109 W. Indiana. Chris told the board they have video and audio that shows they dug in the

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wrong location. She said she repeatedly told them they dug in the wrong spot. She said the basement cleanout in the front yard was the first mistake. They had a clean out in front and it was working fine. Then they realized what they did and put a clean out in on the west side. So now, we have two clean outs for the basement, and one for the main line upstairs bathroom. The reason they don't want the walkway patched is because the house was built in 1947, and the aesthetics of the house is the "Y" coming in with the walkways. You can't match that. They want it to be aesthetically pleasing and want the whole thing replaced. She said they wouldn't listen to her so she started filming everything. Chris said she sent in the information and paperwork last week. The downspouts have never been a problem. Milton said the contract they signed with the City was one cleanout. If they signed for one and payed for one, why do they have two? Mike said they offered to replace the east west sidewalk. Chris said they offered to patch it and that won't work. She said you have to see the video. She said she sent in three bids for the sidewalk. Jamie asked her about the sidewalk. She said she wanted the walkways around the home right up by the house and the piece that runs up to the house. Mike asked if she could leave the flash drive with the Board. Chris said she had a different one with still pictures. Mike said he didn't have time to review the packet from the Butlers.

Tory Irwin said they believe they didn't dig incorrectly. There was an old abandoned "t" by the "y" that had roots growing in it, and a second issue by the house on the west side. Based on the information we received from Roto-Rooter and the fact that we could not get a 3" blade through the line, we were going to have to dig in two spots, period. The clean out and the downspout "t" and the "y" were all in the same north/south excavation hole. On motion by Ron Davis, seconded by Chad Crabtree and carried 5-0, the Board tabled the item to the next Board meeting.

Change Order #1: N. Main Street Water Replacement Bid #21-03

On motion by Ron Davis, seconded by Chad Crabtree and carried 5-0, the Board approved Change Order #1 for the North Main Street Water Replacement project, Bid #21-03, for a decrease of \$45,614.50, bringing the Contract price to \$1,542,363.00.

(D.) Summary

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the board ratified the following permits:

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.

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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

Habitat for Humanity
PO Box 950
Goshen, IN 46527
Property: 1927 Belmont Ave.
Paid in full, \$7,015.00

We Impact Properties, LLC

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4000 E. Bristol St. Ste 3 #281
Elkhart, IN 46514
Property: 2104 Aeroplex Dr.
Paid in full, \$25,660.00

Square 1 Builders
1789 E. Bristol St.
Elkhart, IN 46514
Property: 1331 Concord Ave.
Paid in full, \$4,075.00

Jasmine Espinoza
54423 Baldwin Ct.
Elkhart, IN 46514
Property: 54423 Baldwin Ct.
Paid 20% down, \$1,259.00

Maria Cortes
1800 Leininger Ave.
Elkhart, IN 46517
Property: 1800 Leininger Ave.
Paid 20% down, \$1,500.00

Water Assessment Application:

Habitat for Humanity
PO Box 950
Goshen, IN 46527
Property: 1927 Belmont Ave.
Paid in full, \$731.40

Omar Rodriguez
1610 Evergreen Pl.
Elkhart, IN 46514
Property: 2638 Morton Ave.
Paid in full, \$345.00

Square 1 Builders
1789 E. Bristol St.
Elkhart, IN 46514
Property: 1331 Concord Ave.
Paid in full, \$393.30

George Kijak
29295 Channel View Dr.
Elkhart, IN 46516
Property: Channel View Dr. Lot 28

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Paid in full, \$696.90

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

6. Utilities

(A.) Administration

Request to Engage with Power Plant

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved a contract with Power Plant to provide and install a boiler in the Administration Building for a cost not to exceed \$40,576.00.

Change Order #3 Brown & Brown Restroom and Pretreatment Office Renovation Bid #21-04

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved Change Order #3 with Brown & Brown Restroom and Pretreatment Office Renovation Bid #21-04 bringing the contract price to \$137,836.00.

Water Utility MRO for June 2021

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board accepted and placed on file the Water Utility MRO for June 2021.

(B.) Utility Financials

Transfer of Funds in WW Maintenance

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved the transfer of \$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 duties that would typically be the responsibility of the Instrumentation Technician and the Electrical Technician.

(C.) Environmental Compliance

Notice of Violation Failure to Submit Renewal FOG application as Required- Hubbard Hills Estates Health Care 28070 CR 24 West (F2018-038)

A motion was made by Chad Crabtree and seconded by Jamie Arce to approve a Notice of Violation Failure to Submit Renewal FOG application as

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Required- Hubbard Hills Estates Health Care 28070 CR 24 West (F2018-038) and assess a penalty of \$100.00. Megan Kolaczyk explained the violation to the Board. The application was due June 3, 2021. They called and asked for an extension which was granted until June 15, 2021. On June 15 they called to ask questions, but the staff person was gone that day and responded on June 16, 2021. They submitted the application on June 16, 2021. The FSE was present to speak to the Board. Joe Calderone explained to the Board that he intended to have it done the week before the due date, but he had a personal emergency. He made an effort to call several times because he had two questions that needed to be clarified. He apologized and said next time he will be on top of the renewal. Jamie thanked him for coming in and for trying to get the application in on time. On motion by Jamie Arce, seconded by Chad Crabtree and carried 5-0, the motion was amended by reducing the penalty to \$0. The amended motion carried 5-0.

Permit Renewal RC Industries Inc. Permit #92-02

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved a Permit Renewal for RC Industries, Inc. Permit #92-02.

7. New Business

Ratify Auction Items

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board ratified 21 items that were sent to the Broyln Auction by the Central Garage.

Notice of Violation: 25% Rule Violation KFC 2709 S Main St. (F2015-183) and Failure to Operate or Maintain FOG Control Device in Proper Working Order

On motion by Chad Crabtree seconded by Jamie Arce and carried, the Board amended the agenda to add Notice of Violation: 25% Rule Violation KFC 2709 S Main St. (F2015-183) and Failure to Operate or Maintain FOG Control Device in Proper Working Order. Lynn Brabec explained that both KFC's in Elkhart are changing ownership. They have until July 28, 2021 to respond and the change of ownership takes place that day. They want the violation to go to the current owners.

A motion was made by Chad Crabtree and seconded by Ron Davis to approve a Notice of Violation 25% Rule for KFC Carlisle South 2709 S. Main Street and assess a penalty of \$300.00. Mike looked at the history. Chad asked if they have responded. Megan said they have not responded much at all. Jamie looked at their history and suggested the need to pump monthly. Due to the disregard of City law and environmental compliance, the Board increased the fine. The FSE was not present. On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board amended the motion and assessed a penalty of \$1,500.00. The amended motion carried 5-0.

Urban Land Institute Contract

A motion was made by Chad Crabtree, and seconded by Jamie Arce to approve a contract with Urban Land Institute. Jamie verified the funding breakdown. Dayna Bennett was not on line to speak to the issue. Mayor Roberson asked the Board to move this to the end and he would ask Dayna to call in. On motion by Chad Crabtree, seconded by Ron Davis and carried, the Board tabled the item to later in the meeting.

BOW Resolution 21-R-14 Transfer of 112 Division Street from RDC to BOW

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

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Board approved Board of Works Resolution 21-R-14, 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.

8. Use & Event Permits

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board approved the following permits:

- Lucy's 90th Birthday Party 7/31- Temporary Street Closure, Special Exception from Noise
- Taste of the Gardens 8/22- Medic Kubota, Public Assembly, Special Exception to Noise, Plaza Sign
- Summer Dance Elkhart 7/17, 8/21, 9/18 Central Green Stage, Electric, Public Assembly, Special Exception to 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
- Curbside Concerts 8/5, 8/12, 8/19, 8/26, 9/2 Elkhart Public Library- Special Exception to Noise Ordinance (petitioner was present)

9. Public Participation

Mike spoke on behalf of the ladies who came in earlier from the Tolson committee. This Saturday July 24, they are holding an open house from 2-5 pm. It is exciting times for the Tolson Center and for south-central Elkhart. He encouraged everyone to attend and show support.

10. Tabled Item

On motion by Chad Crabtree, seconded by Rose Rivera and carried 5-0, the Board removed the Urban Land Institute Contract off the table for consideration. Dayna Bennett explained they are helping us by developing recommendations to expand development in downtown and the adjacent neighborhoods. They are doing a 3-day panel which will happen at the end of this month. During the panel, they will interview 30-40 people who live, work, or have a relationship downtown, and after the panel they will provide us with a recommendation. The recommendation will allow us to move forward with plans for downtown development and will be the starting point for creating a downtown map plan. On motion by Chad Crabtree, seconded by Ron Davis and carried, the motion was amended to add the Contract price of \$30,000.00. On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board approved a contract with ULI in the amount of \$30,000.00.

11. Adjournment

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board of Works adjourned at 10:40 a.m.

_____ Chad Crabtree, Vice-President

Attest: _____ Nancy Wilson, Clerk of the Board.



7/20/21
fabled to 8/3

DATE
APPROVED BY CITY OF ELKHART
BOARD OF PUBLIC WORKS

M E M O R A N D U M

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

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. "1st 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 8th, 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.



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



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 Service*

INVOICE # 110305

| | | | |
|------------|---------------------|------------|--|
| NAME | CHRIS BAKER | NAME | |
| ADDRESS | 2109 W. Indiana Ave | ADDRESS | |
| CITY | ELKHART | CITY | |
| STATE | IN | STATE | |
| ZIP | 46514 | ZIP | |
| HOME PHONE | | HOME PHONE | |
| WORK PHONE | | WORK PHONE | |

| | |
|-----------------|-----------|
| DATE | 6/28/11 |
| TECH | MARK MARY |
| P.O. NO. | |
| START DATE | |
| COMPLETION DATE | |

Called Main line at 6" clay C.O. by road to have at 102. this line is only for basement bath room. 1st floor main line was still digged. we called main line from 4" B.C.O. at SE out at have a hard time to get past. my call would get stuck at 4" with 2" hole block. my 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 | | \$ 205.00 |
| 1 | | From 6" Clay C.O. | | \$ 130.00 |
| 1 | | B.C.O. Charge | | \$ 55.00 |
| 1 | | Called Main line | | \$ 120.00 |

| | | | | |
|-------------------|--------------------------------|--------------------------------------|-------------------------------|------|
| PAID BY: | <input type="checkbox"/> CHECK | <input type="checkbox"/> CREDIT CARD | <input type="checkbox"/> CASH | INT. |
| CREDIT CARD # | 5175-4225-2507-8307 | | | |
| CHECK # | 05/24 | | | |
| EXP. DATE | 05/24 | | | |
| CC. ADDRESS & ZIP | 795 | | | |
| AUTH BY | P.D. | | | |
| D.L. NO. | | | | |

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

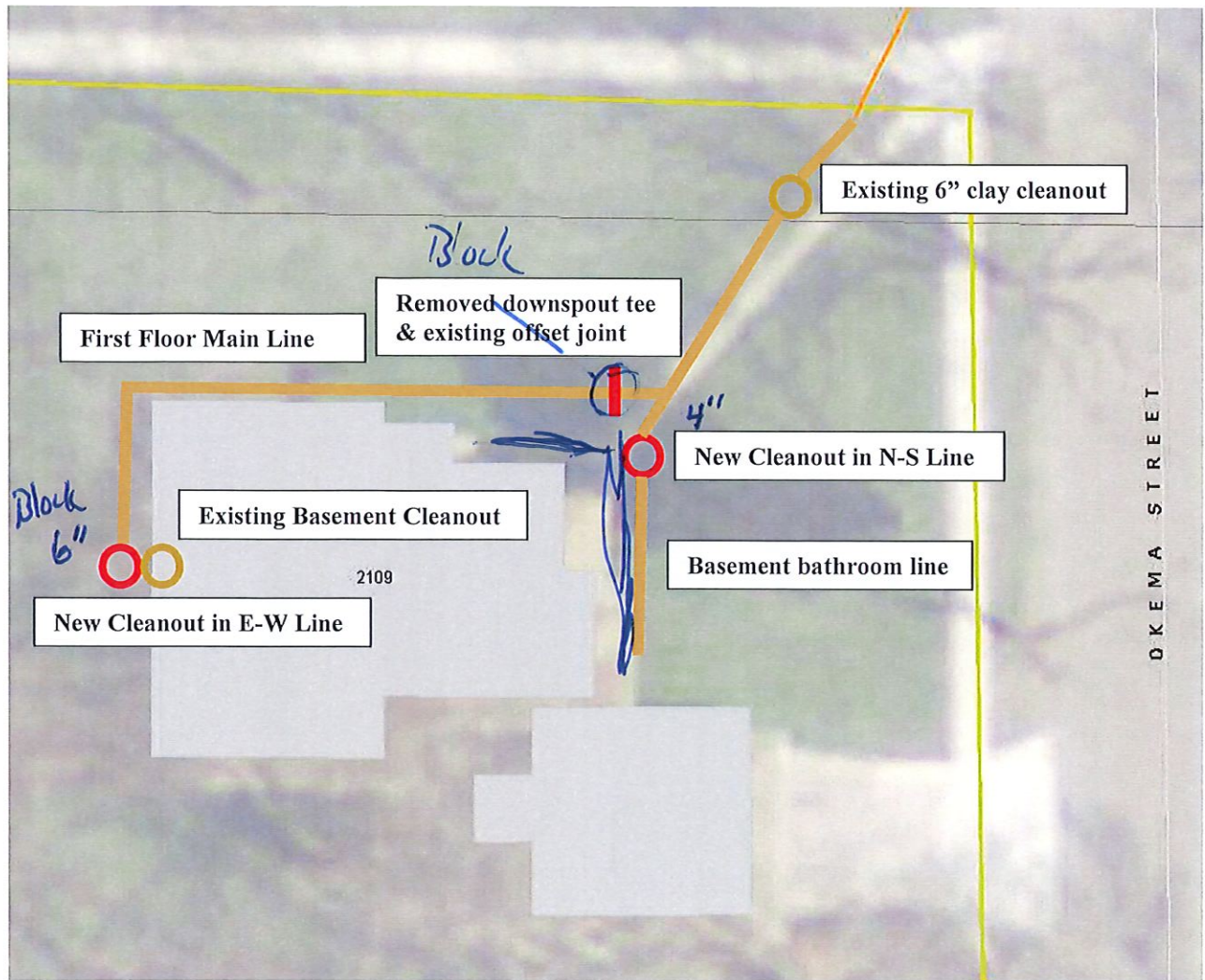
Main/Branch Lines 30 days

Toilet Auger 7 days

Reason for no guarantee _____

| | |
|----------------|-----------|
| DIAGNOSTIC FEE | |
| TOTAL | \$ 419.00 |

WHITE-OFFICE YELLOW-CUSTOMER





Donohue & Associates, Inc.
209 N. Main Street, Suite 206 | South Bend, IN 46601
574.288.4580 | donohue-associates.com

July 28, 2021

Tory Irwin, PE
City Engineer
City of Elkhart, Engineering Department
1201 S Nappanee Street
Elkhart, IN 46516

Re: Bid Evaluation and Letter of Recommendation *Bid #21-13*
Wastewater Treatment Plant Capacity Upgrades – Phase 2
Donohue Project No. 13476

Dear Mr. Irwin:

Pursuant to the Official Notice to Bidders, sealed bids for the above referenced project were received by the City of Elkhart's Board of Public Works on July 20, 2021 at 9:00am and then publicly opened and read aloud. We have reviewed all the Bids received for the Work and have enclosed a copy of the prepared Bid Tabulation for your information and consideration.

Four (4) sealed bids were received. The low bid was submitted by Bowen Engineering Corporation of Indianapolis, Indiana in the amount of \$27,356,000. The second low bid was submitted by Kokosing Industrial, Inc. of Westerville, Ohio in the amount of \$30,278,050. Donohue's opinion of probable construction cost for the Project was \$25,350,000. The low bid was approximately \$2,000,000 (7.9%) greater than the opinion of the probable construction cost, which is indicative of the fluctuating and volatile construction bidding trends that have developed nation-wide over the past six to eight months.

Please refer to the enclosed Bid Tabulation for information on the Bidders and the bid amounts. The bid amounts ranged from a low of \$27,356,000 to a high of \$35,170,000.

It is our opinion that the low bidder, Bowen Engineering Corporation, submitted a responsive bid and is qualified and capable of performing the Work as specified. It is therefore recommended that the City of Elkhart's Board of Public Works award a construction contract to Bowen Engineering Corporation, in the amount of \$27,356,000, and with the condition of the City's closing of the State Revolving Fund Loan.

We respectfully present these recommendations for review and consideration and will be pleased to answer any questions you have concerning the information provided herein.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeremy Roschyk', is written over a horizontal line.

Jeremy Roschyk, PE
Project Manager

Enclosures: As noted

ENGINEER ESTIMATE / BID RESULTS
Wastewater Treatment Plant Capacity Upgrades - Phase 2
City of Elkhart, Indiana
Bid Closing: July 20, 2021

| Contractor | Engineer's Opinion of Probable Construction Cost | Bowen Engineering Corporation | | Kokosing Industrial, Inc. | | Thieneman Construction, Inc. | | FA Wilhelm Construction, Inc. | | | |
|---|--|--|-------|---------------------------|------------------|------------------------------|------------------|-------------------------------|------------------|----------------------|--|
| | | Yes | | Yes | | Yes | | Yes | | | |
| Five Addenda Acknowledged | | | | | | | | | | | |
| Unit Price Schedule | | | | | | | | | | | |
| No. | Section | Item | Qty | Unit | Bid Unit Price | Bid Price | Bid Unit Price | Bid Price | Bid Unit Price | Bid Price | |
| 1 | All Sections | All Work Except For Items No. 2 through No. 5 | 1 | LS | \$ 24,932,000.00 | \$ 24,932,000.00 | \$ 27,945,000.00 | \$ 27,945,000.00 | \$ 32,446,860.00 | \$ 32,446,860.00 | |
| 2 | 03 01 30 | Rehabilitation of Cast-In-Place Concrete | 1,420 | SF | \$ 218.31 | \$ 310,000.00 | \$ 185.00 | \$ 234,300.00 | \$ 92.00 | \$ 130,640.00 | |
| 3 | Structure 895 | Structure 895 Collection and Distribution Garage | 1 | LS | \$ 545,000.00 | \$ 545,000.00 | \$ 730,000.00 | \$ 730,000.00 | \$ 560,000.00 | \$ 560,000.00 | |
| 4 | Structure 400 Blowers | Structure 400 Blower Replacements | 3 | EA | \$ 495,000.00 | \$ 1,485,000.00 | \$ 440,000.00 | \$ 1,320,000.00 | \$ 376,000.00 | \$ 1,128,000.00 | |
| 5 | 03 64 26 | Foam Injection Grouting | 750 | LF | \$ 112.00 | \$ 84,000.00 | \$ 65.00 | \$ 48,750.00 | \$ 94.00 | \$ 70,500.00 | |
| Total of All Bid Prices | | | | | \$ 25,350,000.00 | \$ 27,356,000.00 | \$ 30,278,050.00 | \$ 31,438,000.00 | \$ 34,338,000.00 | \$ 35,178,000.00 | |
| Base Bid Material and Equipment Schedules | | | | | | | | | | | |
| Type I | | | | | | | | | | | |
| Section 26 29 24 Low Harmonic Variable Frequency Drives | | | | | Circled Supplier | ABB | ABB | ABB | ABB | Circled Supplier | |
| Section 43 23 57 Progressive Cavity Pumps | | | | | | ABB | ABB | ABB | ABB | ABB | |
| Section 45 10 10 Refrigerated Wastewater Sampling Equipment | | | | | | Netzsch | Netzsch | Netzsch | Netzsch | Netzsch | |
| Section 46 23 00 Chemical Feed Systems | | | | | | Teledyne-ISCO | Teledyne-ISCO | Teledyne-ISCO | Teledyne-ISCO | HACH | |
| Section 46 24 23 Sludge Grinders | | | | | | Prominent | Prominent | Prominent | Prominent | Prominent | |
| Type II | | | | | | JWC | JWC | JWC | JWC | JWC | |
| Section 43 23 13 Screw Centrifugal Pumps | | | | | Supplier's Cost | Total Installed Cost | Supplier's Cost | Total Installed Cost | Supplier's Cost | Total Installed Cost | |
| (A) WEMCO | | | | | \$ 452,186 | \$ 13,000 | \$ 456,686 | \$ 660,000 | \$ 452,186 | \$ 477,186 | |
| (B) Hayward Gordon | | | | | \$ 495,000 | \$ 13,000 | \$ 499,500 | \$ 750,000 | \$ 495,000 | \$ 530,000 | |
| (Substitute) | | | | | None Offered | | | | | None Offered | |
| (A) Flygt | | | | | \$ 74,785 | \$ 2,500 | \$ 76,885 | \$ 90,000 | \$ 74,785 | \$ 84,785 | |
| (B) KSB | | | | | \$ 62,000 | \$ 2,500 | \$ 64,500 | \$ 80,000 | \$ 48,900 | \$ 73,900 | |
| (C) Barnes | | | | | \$ 62,000 | \$ 2,500 | \$ 64,500 | \$ 80,000 | \$ 54,900 | \$ 79,900 | |
| (Substitute) | | | | | None Offered | | | | | None Offered | |
| Section 43 25 13 Submersible Centrifugal Pumps | | | | | Supplier's Cost | Total Installed Cost | Supplier's Cost | Total Installed Cost | Supplier's Cost | Total Installed Cost | |
| (A) Pfaff | | | | | \$ 103,865 | \$ 5,770 | \$ 108,335 | \$ 130,000 | \$ 103,865 | \$ 111,365 | |
| (B) Belding | | | | | \$ 135,000 | \$ 5,770 | \$ 139,500 | \$ 180,000 | \$ 135,000 | \$ 147,500 | |
| (C) Augustar Fiberglass | | | | | \$ 90,000 | \$ 5,770 | \$ 95,770 | \$ 110,000 | \$ 76,196 | \$ 101,146 | |
| (Substitute) | | | | | None Offered | | | | | None Offered | |
| Section 43 41 45 Fiberglass Reinforced Plastic Tanks | | | | | Supplier's Cost | Total Installed Cost | Supplier's Cost | Total Installed Cost | Supplier's Cost | Total Installed Cost | |
| (A) Pfaff | | | | | \$ 103,865 | \$ 5,770 | \$ 108,335 | \$ 130,000 | \$ 103,865 | \$ 111,365 | |
| (B) Belding | | | | | \$ 135,000 | \$ 5,770 | \$ 139,500 | \$ 180,000 | \$ 135,000 | \$ 147,500 | |
| (C) Augustar Fiberglass | | | | | \$ 90,000 | \$ 5,770 | \$ 95,770 | \$ 110,000 | \$ 76,196 | \$ 101,146 | |
| (Substitute) | | | | | None Offered | | | | | None Offered | |

ENGINEER ESTIMATE / BID RESULTS

Wastewater Treatment Plant Capacity Upgrades - Phase 2
City of Elkhart, Indiana

Bid Closing: July 20, 2021

| Contractor | Engineer's Opinion of Probable Construction Cost | Bowen Engineering Corporation | | Kokosing Industrial, Inc. | | Thieneman Construction, Inc. | | FA Wilhelm Construction, Inc. | | |
|---|--|-------------------------------|----------------------|---------------------------|----------------------|------------------------------|----------------------|-------------------------------|----------------------|-----------------------|
| | | Supplier's Cost | Total Installed Cost | Supplier's Cost | Total Installed Cost | Supplier's Cost | Total Installed Cost | Supplier's Cost | Total Installed Cost | |
| Section 46 61 33 Flexible Membrane Disc Diffusers | (A) EBI | | \$ 410,000 | \$ 200,000 | \$ 410,000 | \$ 503,000 | \$ 490,000 | \$ 890,000 | \$ 410,000 | \$ 760,000 |
| | (B) Semitrite | | \$ 410,000 | \$ 200,000 | \$ 379,719 | \$ 507,219 | \$ 440,000 | \$ 840,000 | \$ 289,719 | \$ 688,719 |
| | (Substitute) | | None Offered | | None Offered | | None Offered | | None Offered | None Offered |
| Section 28 32 13.13 Diesel-Engine Generator Sets | (A) Cummins Power Generation | \$ 185,690 | \$ 287,626 | \$ 278,028 | \$ 185,690 | \$ 190,190 | \$ 280,000 | \$ 300,000 | \$ 267,626 | \$ 293,126 |
| | (Substitute) | | None Offered | | None Offered | | None Offered | | None Offered | None Offered |
| | (A) Subzer | \$ 1,148,961 | \$ 1,118,055 | \$ 17,111 | \$ 1,118,055 | \$ 1,123,865 | \$ 1,340,000 | \$ 1,380,000 | \$ 1,118,055 | \$ 1,183,055 |
| Section 43 11 35 - High Speed Turbo Compressor Equipment | (Substitute) | | None Offered | | None Offered | | None Offered | | None Offered | None Offered |
| | (A) Evoqua (Envirox) | \$ 160,000 | \$ 160,000 | \$ 26,000 | \$ 160,000 | \$ 182,500 | \$ 180,000 | \$ 400,000 | \$ 160,000 | \$ 250,000 |
| | (Substitute) | | None Offered | | None Offered | | None Offered | | None Offered | None Offered |
| Section 48 61 41 Cloth Media Disk Filters | (A) Aqua Aerobics | \$ 1,881,250 | \$ 1,950,000 | \$ 72,000 | \$ 2,160,000 | \$ 2,176,500 | \$ 2,330,000 | \$ 2,420,000 | \$ 2,160,000 | \$ 2,240,000 |
| | (Substitute) | | None Offered | | None Offered | | None Offered | | None Offered | None Offered |
| | Certified Check or Bid Bond equal to 5% of Bid Price | | Yes - 5% | | 1,550,000 (5.1%) | | Yes - 5% | | Yes - 5% | |
| Bid Form Signed & Sealed | | Yes | | Yes | | Yes | | Yes | | Yes |
| Subcontractor Listing Form | | Yes | | Yes | | Yes | | Yes | | Yes |
| Indiana Form 96 | | Yes | | Yes | | Yes | | Yes | | Yes |
| Financial Statement | | Yes | | Yes | | Yes | | Yes | | Yes |
| Bid Price in Form 96 | | No - references bid | | No - references bid | | Yes | | No - references bid | | Yes |
| E-Verify Certification | | Yes | | Yes | | Yes | | 1 of 2 pages included | | 1 of 2 pages included |
| Certification of Nonsegregated Facilities (Form OEE-1) | | Yes | | Yes | | Yes | | Yes | | Yes |
| Notice to Labor Unions or Other Organizations of Works Nondiscrimination in Employment (Form OEE-2) | | Yes | | Yes | | Yes | | Yes | | Yes |
| MBE/WBE Good Faith Effort Worksheet | | Yes | | Yes | | Yes | | Yes | | Yes |
| Bidders List including all bidders contacted by Contractor | | Yes | | Yes | | Yes | | Yes | | Yes |

ENGINEER ESTIMATE / BID RESULTS
Wastewater Treatment Plant Capacity Upgrades - Phase 2
City of Elkhart, Indiana
Bid Closing- July 20, 2021

| Contractor | Engineer's Opinion of Probable Construction Cost | Bowen Engineering Corporation | Kokosing Industrial, Inc. | Thleneman Construction, Inc. | FA Wilhelm Construction, Inc. |
|---|--|-------------------------------|---------------------------|------------------------------|-------------------------------|
| Attachment G - State Revolving Fund Loan Program Green Project Reserve (GPR) and Sustainability Incentive GPR BID BREAKDOWN | | Yes | Yes - missing SCADA line | Yes | Yes |
| American Iron and Steel Certification | | Yes | Yes | Yes | Yes |
| Certificate of Useful Life | | Yes | Yes | No | No |
| Written Plan for Company Drug Testing Policy | | Yes | Yes | No | Yes |
| Contractor's Prequalification Certificate | | Yes | Yes | Yes | Yes |
| Miscellaneous/Comments | | | | | |



Certified: *Richard C. Claus*
 Richard C. Claus, P.E., BCCEE
 Date: 7/28/2021



M E M O R A N D U M

DATE: July 28, 2021
TO: Board of Public Works
FROM: Ryan Clussman, Right-of-Way Engineer *RC*
RE: **Award Recommendation for Wolf Avenue Curb Ramps Project - Quote #21-10**

On July 20, 2021, bids were opened for the Wolf Avenue Curb Ramps project at the regular Board of Works meeting. Three bids were received at that time and given to the City's Engineering Department for review.

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

| Contractor | Total Bid |
|---|--------------------|
| Rieth-Riley Construction Co., Inc. | \$19,379.92 |
| Premium Concrete Services Inc. | \$19,570.00 |
| Milestone Contractors North Inc. | \$38,340.00 |

There were no discrepancies with any of the quotes **Rieth-Riley Construction Co., Inc.** was determined to be the lowest responsive and responsible bidder, and they have successfully completed projects in the past for the City of Elkhart.

This project will be funded by already appropriated ADA funds. There is a sufficient amount for this project.

It is recommended the Board of Public Works:

Award the Wolf Avenue Curb Ramps Project Quote #21-10, to Rieth-Riley Construction Co., Inc. who was the lowest, responsive and responsible bidder with a contract price in the amount of \$19,379.92.



City of Elkhart
Public Works and Utilities

Date: July 28, 2021
Memo To: Michael Machlan, Board President
Memo From: Laura Kolo, Utility Services Manager
RE: Wastewater Treatment Plant Monthly Report – June 2021 *W*

The monthly Wastewater Treatment Plant NetDMR, CSO MRO and Marketing and Distribution reports were all submitted electronically for the month of June. The wastewater treatment plant treated and released 451 million gallons to the St Joseph River.

CSO Events: Ten wet weather CSO events occurred in June.

Violations: One dry weather event occurred due lift station pumps getting plugged with rags and grease.



M E M O R A N D U M

DATE: July 29, 2021
TO: Board of Public Works
FROM: Timothy Reecer, Executive Services Manger
RE: **Permission to Quote CR 17 Meter Pit Installation - Quote #21-11**

The Department of Public Works requests permission to quote the CR 17 Meter Pit Installation

The project will consist of the installation of two (2) water meter pits for a customer on County Road 17 as a part of the meter change out program. The property currently has one (1) water meter located on their property for domestic uses, however, this pit does not comply with the City standard and due to the construction of the building, it would be too costly to relocate the meter inside the structure.

During our initial site visit it was also discovered the property was serviced by an irrigation system which was tapped off the domestic line prior to the water meter. This was believed to have been an approved method during the time in which "Suburban Utilities" served this customer and was not remedied during the City's acquisition of Suburban Utilities. With this, we will reroute the irrigation and install a separated meter pit to accommodate the new conforming services on the property.

The installation of these meter pits will bring the property into compliance with current Utility standards and allow a new gallons meter to be installed.

This project will be funded through the Meter Change Out Program.

It is requested the BOW:
grant permission to quote the CR 17 Meter Pit Installation Quote #21-11.



MEMO

Date: July 28th, 2021
To: Board of Public Works
From: Nicolette Kershner, Utility Accountant -NK
RE: 2nd Quarter Utility Financial Reports

Attached you will find the Utility financial reports for the 2nd Quarter of 2021.

Elkhart (Indiana) Municipal Water Utility
Summarized Monthly Financial Information
2nd Quarter 2021
(Unaudited)

| Fund Balances: | | 04/01/21 | Receipts** | Disbursements** | 06/30/21 |
|----------------|----------------------|-------------------|------------------|------------------|------------------|
| | | Beginning Balance | | | Ending Balance |
| 600 | Revenue | 2,304,653 | 1,785,392 | 2,825,532 | 1,264,513 |
| 601 | Operation | 726,972 | 1,860,000 | 1,492,961 | 1,094,011 |
| 603 | Depreciation | 1,757,281 | 740,000 | 523,225 | 1,974,056 |
| 604 | Customer deposits | 141,642 | 25,124 | 6,000 | 160,766 |
| 605 | Tank maintenance | 1,195,565 | - | 59,640 | 1,135,925 |
| 630 | Water main extension | 375,517 | 161,089 | - | 536,606 |
| Grand Totals | | 6,501,630 | 4,571,605 | 4,907,357 | 6,165,878 |

| Operating Statement: | Balance as of | Balance as of | Comparison |
|-------------------------|---------------------|---------------------|---------------|
| | 6/30/2020 | 6/30/2021 | |
| | Water | Water | 2020 to 2021 |
| Operating Receipts: | | | |
| Customer receipts | 2,459,789 | 2,661,697 | 8.21% |
| Fire protection | 609,016 | 623,489 | 2.38% |
| Totals | 3,068,805 | 3,285,186 | 7.05% |
| Non-Operating Receipts: | | | |
| Other revenue | 134,522 | 175,580 | 30.52% |
| Interest receipts | 1,822 | 1,864 | 2.31% |
| Totals | 136,344 | 177,444 | 30.14% |
| Total Revenue | \$ 3,205,149 | \$ 3,462,630 | 8.03% |

| Operating Disbursements: | Original | 6/30/2021 | Percentage | Remaining |
|------------------------------|------------------|---------------------|---------------|------------------|
| | Budget | | | |
| Salaries and benefits | 3,607,963 | 1,655,886 | 45.90% | 1,952,077 |
| Purchased power | 435,000 | 190,047 | 43.69% | 244,953 |
| Supplies | 754,075 | 247,387 | 32.81% | 506,688 |
| Outside services and charges | 795,310 | 277,609 | 34.91% | 517,701 |
| Insurance | 163,500 | - | 0.00% | 163,500 |
| PILOT | 419,000 | 209,000 | 49.88% | 210,000 |
| Miscellaneous | 367,980 | 171,600 | 46.63% | 196,380 |
| Totals | 6,542,828 | 2,751,529 | 42.05% | 3,791,299 |
| Non-Operating Disbursements: | | | | |
| Capital outlays | 5,055,260 | 983,976 | 19.46% | 4,071,284 |
| Misc Non Budget Exp | - | 76,977 | | |
| Totals | 5,055,260 | 1,060,953 | 20.99% | 3,994,307 |
| Total Expenses: | | \$ 3,812,482 | | |
| Net Income/(Loss) | | \$ (349,852) | | |

* Included 2021 budget, additional appropriations, and \$1,364,241 Carry Forwards from 2020
** March transfers were not included in Q1, therefore included into Q2

Elkhart (Indiana) Municipal Wastewater Utility
Summarized Monthly Financial Information
2nd Quarter 2021
(Unaudited)

| Fund Balances: | 04/01/21 | | | 06/30/21 | |
|-------------------------|-------------------|------------------|------------------|-------------------|-----------|
| | Beginning Balance | Receipts** | Disbursements** | Ending Balance | |
| 606 Operating | 1,131,147 | 2,272,000 | 1,658,780 | 1,744,367 | (216,161) |
| 607 Bond and interest | 1,223,078 | 542,636 | 1,090,031 | 675,683 | 545,147 |
| 608 Replacement | 1,939,556 | 1,848,000 | 700,718 | 3,086,838 | (285,789) |
| 609 Sinking | 2,230,819 | 68 | - | 2,230,887 | 37 |
| 611 Aquatics | 87,977 | - | 33,166 | 54,811 | (23,673) |
| 612 Stormwater | 1,803,412 | 584,700 | 175,074 | 2,213,038 | (146,819) |
| 613 Stormwater Capital | 59,246 | - | - | 59,246 | (11,437) |
| 626 CSO - LTCP | 975 | - | - | 975 | (0) |
| 655 Insurance | 20,725 | 129,658 | 94,430 | 55,953 | 11,292 |
| 656 Trunkline Extension | 544,716 | 150,990 | - | 695,706 | (1,010) |
| 657 Guarantee Deposits | 65,755 | (4,690) | - | 61,065 | (14,083) |
| 675 Revenue | 4,860,925 | 3,203,227 | 4,726,616 | 3,337,536 | 275,502 |
| | | | | | 133,005 |
| Grand Totals | 13,968,331 | 8,726,588 | 8,478,815 | 14,216,104 | |

| Operating Statement: | Balance as of | Balance as of | Comparison |
|------------------------------------|---------------------|---------------------|----------------|
| | 6/30/2020 | 6/30/2021 | |
| | Wastewater | Wastewater | 2020 to 2021 |
| Operating Receipts: | | | |
| Customer receipts | 5,397,828 | 6,252,259 | 15.83% |
| Lab and Pretreatment | 79,072 | 123,068 | 55.64% |
| Stormwater Fees | 456,163 | 584,700 | 0.00% |
| Totals | 5,933,063 | 6,960,027 | 17.31% |
| Non-Operating Receipts: | | | |
| Lien Recovery | 19,517 | 3,076 | 0.00% |
| State Revolving Loan Reimbursement | - | - | 0.00% |
| Other revenue | 81,740 | 20,278 | -75.19% |
| Grants | 50,000 | - | -100.00% |
| Interest receipts | 13,785 | 137 | -99.01% |
| Totals | 165,042 | 23,491 | -85.77% |
| Total Revenue | \$ 6,098,105 | \$ 6,983,518 | 14.52% |

| Operating Disbursements: | Original | 6/30/2021 | Percentage | Remaining |
|------------------------------|-------------------|---------------------|---------------|------------------|
| | Budget | | | |
| Salaries and benefits | 4,663,774 | 1,875,300 | 40.21% | 2,788,474 |
| Purchased power | 814,000 | 442,308 | 54.34% | 371,692 |
| Supplies | 945,507 | 324,908 | 34.36% | 620,599 |
| Outside services and charges | 1,487,811 | 455,246 | 30.60% | 1,032,565 |
| Insurance | 289,000 | - | 0.00% | 289,000 |
| Miscellaneous | 522,461 | 244,920 | 46.88% | 277,541 |
| Trunkline | 316,222 | 16,222 | 5.13% | 300,000 |
| Totals | 9,038,775 | 3,358,904 | 37.16% | 5,679,871 |
| * . | | | | |
| Non-Operating Disbursements: | | | | |
| Principal paid on debt | 1,649,237 | 839,519 | 50.90% | 809,718 |
| Bond Interest expense | 530,763 | 250,512 | 47.20% | 280,251 |
| Capital outlays | 10,656,801 | 1,973,431 | 18.52% | 8,683,370 |
| Misc Non Budget Exp | - | 161,220 | | |
| Totals | 12,836,801 | 3,224,682 | 25.12% | 9,612,119 |
| * . | | | | |
| Total Expenses: | | \$ 6,583,586 | | |
| Net Income/(Loss) | | \$ 399,932 | | |

* Included: 2021 budget, additional appropriations, and \$3,224,770 Carry Forwards from 2020
** March transfers were not included in Q1, therefore included in Q2

| Account No. | Parcel No. | Name | Last Pmt Status | Current Amount | + 1 Month | + 2 Months | + 3 Months | + 4 Months | Balance |
|------------------------------|------------|---------------------------------|-----------------|---------------------|-------------------|-------------------|------------------|-------------------|---------------------|
| 71-097920-00 | 4160 | OLD ACCOUNT | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 71-113805-00 | 32288 | RECYCLING WORKS INC | 6/29/2015 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Accounts: 120 | | Billing Cycle 71 Totals: | | 0.00 | 721.82 | 0.00 | 0.00 | 0.00 | 721.82 |
| Total Accounts: 58809 | | Report Totals: | | 1,070,052.32 | 161,912.21 | 199,914.87 | 48,628.40 | 449,654.52 | 1,930,162.32 |

Revenue Code Summary

| Revenue Code - Description | Current Amount | + 1 Month | + 2 Months | + 3 Months | + 4 Months | Balance |
|-----------------------------------|----------------|-----------|------------|------------|--------------|-------------|
| 100 - WATER DEPOSIT | 0.00 | 0.00 | 0.00 | 0.00 | 0.20 | 0.20 |
| 111 - WVC-CITY RESIDENTIAL | 115,583.35 | 21,290.13 | 2,996.23 | 8,167.56 | 65,105.84 | 213,143.11 |
| 111-CONT - WVC-CITY RESIDENTIAL | 0.00 | 0.00 | 0.00 | 0.00 | 1,268.80 CR | 1,268.80 CR |
| 112 - WVC-CITY COMMERCIAL | 72,404.83 | 3,350.51 | 33,960.47 | 450.33 | 2,893.36 | 113,059.50 |
| 113 - WVC-CITY INDUSTRIAL | 39,432.62 | 1,282.81 | 115.52 | 204.51 | 703.60 | 41,739.06 |
| 114 - WVC-CITY SCHOOLS | 1,106.26 | 0.00 | 0.00 | 0.00 | 0.00 | 1,106.26 |
| 115 - WVC-CITY MULTI-FAMIL | 33,261.41 | 3,147.37 | 625.31 | 358.08 | 10,251.94 | 47,644.11 |
| 116 - WVC-CITY PUBLIC MTRS | 6,931.56 | 0.00 | 0.00 | 0.00 | 5,670.67 CR | 1,260.89 |
| 117 - WVC-CITY HOSPITAL | 5,401.45 | 0.00 | 0.00 | 0.00 | 0.00 | 5,401.45 |
| 118 - WVC-CITY LIBRARY | 14.80 | 0.00 | 0.00 | 0.00 | 118.55 | 133.35 |
| 121 - WVC-SUB RESIDENTIAL | 31,581.67 | 15,833.04 | 1,800.70 | 663.82 | 21,062.28 | 70,941.51 |
| 122 - WVC-SUB COMMERCIAL | 9,817.02 | 226.31 | 41.44 | 26.96 | 1,099.39 | 11,211.12 |
| 123 - WVC-SUB INDUSTRIAL | 1,960.63 | 0.00 | 0.00 | 0.00 | 312.84 | 2,273.47 |
| 125 - WVC-SUB MULTI-FAMIL | 5,274.31 | 0.00 | 0.00 | 0.00 | 100.69 | 5,375.00 |
| 126 - WVC-SUB PUBLIC MTRS | 3,637.04 | 0.00 | 0.00 | 0.00 | 0.00 | 3,637.04 |
| 150 - WMC-RESIDENTIAL | 155.61 CR | 0.00 | 0.00 | 0.00 | 435.67 CR | 591.28 CR |
| 160 - WSC-RESIDENTIAL | 25,138.01 | 4,093.91 | 1,193.21 | 470.17 | 26,282.77 CR | 4,612.53 |
| 161 - WSC-COMMERCIAL | 5,587.07 | 390.30 | 110.15 | 74.02 | 1,997.03 | 8,158.57 |
| 162 - WSC-INDUSTRIAL | 1,735.95 | 97.29 | 18.11 | 5.35 | 173.52 | 2,030.22 |
| 163 - WSC-COLLEGE | 71.93 | 0.00 | 0.00 | 0.00 | 0.00 | 71.93 |
| 164 - WSC-MULTI-FAMILY | 3,068.54 | 579.97 | 103.33 | 47.06 | 1,390.95 | 5,189.85 |
| 165 - WSC-PUBLIC METERS | 775.62 | 12.07 | 3.07 | 0.00 | 1,625.27 CR | 834.51 CR |
| 167 - WSC-HOSPITAL | 152.26 | 0.00 | 0.00 | 0.00 | 0.40 | 152.66 |
| 170 - RES HYDRANTS CHARGE | 30,248.50 | 5,001.62 | 1,466.79 | 578.34 | 19,396.92 | 56,692.17 |
| 171 - COM HYDRANTS CHARGE | 5,793.97 | 405.32 | 147.25 | 102.43 | 2,638.51 | 9,087.48 |
| 172 - IND HYDRANTS CHARGE | 1,898.79 | 116.40 | 22.18 | 6.71 | 182.85 | 2,226.93 |
| 173 - SCHOOL HYDRANTS CHARGE | 75.52 | 0.00 | 0.00 | 0.00 | 0.00 | 75.52 |
| 174 - MF HYDRANT CHG | 3,586.49 | 673.46 | 126.91 | 57.80 | 1,714.82 | 6,159.48 |
| 175 - PM HYDRANT CHG | 459.75 | 0.00 | 0.00 | 0.00 | 0.00 | 459.75 |
| 176 - HOSPITAL HYDRANTS CHARGE | 116.05 | 0.00 | 0.00 | 0.00 | 0.00 | 116.05 |
| 177 - CHURCH HYDRANTS CHARGE | 263.26 | 14.31 | 3.91 | 0.00 | 12.47 | 293.95 |
| 180 - PRIVATE FIRE PRO/HYD | 27,452.14 | 1,835.74 | 255.01 | 153.21 | 5,722.04 | 35,418.14 |
| 185 - WATER DEPOSIT CONTRACT | 3,422.20 | 1,811.20 | 162.90 | 0.00 | 97.90 | 5,194.20 |
| 185-CONT - WATER DEPOSIT CONTRACT | 0.00 | 0.00 | 0.00 | 0.00 | 54.30 CR | 54.30 CR |
| 186 - WATER CONTRACT | 0.00 | 0.00 | 0.00 | 0.00 | 51.25 | 51.25 |

| Revenue Code - Description | Current Amount | + 1 Month | +2 Months | + 3 Months | + 4 Months | Balance |
|---|---------------------|-------------------|-------------------|------------------|-------------------|---------------------|
| 186-CONT - WATER CONTRACT | 719.57 | 295.28 | 105.51 | 247.34 | 4,389.08 | 5,756.78 |
| 187 - DONT USE | 0.00 | 0.00 | 0.00 | 0.00 | 5.42 | 5.42 |
| 190 - SALES TAX | 20,433.50 | 3,145.61 | 2,791.68 | 748.34 | 8,865.50 | 35,984.63 |
| 190-S - SALES TAX | 81.77 CR | 0.00 | 0.00 | 0.00 | 0.00 | 81.77 CR |
| 194 - PRIVATE FH SALES TAX | 1,731.79 | 103.63 | 17.87 | 10.74 | 400.67 | 2,264.70 |
| 195 - WVC PENALTY | 0.00 | 5,677.35 | 935.03 | 0.00 | 22,595.60 | 29,207.98 |
| 196 - SERVICE CHG SALES TAX | 0.00 | 0.00 | 0.00 | 0.00 | 154.70 | 154.70 |
| 200-DEP - 200-SEWER DEPOSIT | 0.00 | 0.00 | 0.00 | 0.00 | 37.78 | 37.78 |
| 301 - SEWER RESIDENTIAL | 321,233.83 | 56,496.35 | 18,732.90 | 33,353.73 | 58,460.28 | 488,277.09 |
| 302 - SEWER COMMERCIAL | 138,208.34 | 7,093.52 | 126,387.97 | 815.89 | 14,148.47 | 286,654.19 |
| 303 - SEWER INDUSTRIAL | 66,666.40 | 1,973.34 | 173.42 | 124.80 | 1,605.78 | 70,543.74 |
| 304 - SEWER SCHOOLS | 1,021.55 | 0.00 | 0.00 | 0.00 | 503.47 CR | 518.08 |
| 305 - SEWER COLLEGES | 0.00 | 0.00 | 0.00 | 0.00 | 1,067.65 | 1,067.65 |
| 306 - SEWER HOSPITALS | 10,642.90 | 0.00 | 0.00 | 0.00 | 0.00 | 10,642.90 |
| 307 - SEWER-PUBLIC METERS | 12,271.52 | 47.79 | 0.00 | 0.00 | 316.04 CR | 12,003.27 |
| 308 - SEWER CITY/COUNTY | 3,250.27 | 199.44 | 28.23 | 0.00 | 505.37 | 3,983.31 |
| 310 - SEWER MULTI FAMILY | 94,281.98 | 10,763.00 | 2,885.68 | 1,345.89 | 19,929.60 | 129,206.15 |
| 312 - SEWER COMMERCIAL | 12,843.60 | 34.89 | 0.00 | 0.00 | 152.30 CR | 12,726.19 |
| 317 - SEWER INSIDE COUNTY | 22,204.58 | 4,491.46 | 1,835.06 | 1,295.88 | 107,328.87 | 137,155.85 |
| 318 - SEWER OUTSIDE COUNTY | 0.00 | 0.00 | 0.00 | 0.00 | 1,092.90 | 1,092.90 |
| 330 - SEWER COMPACT CHARGE | 6,330.45 | 665.23 | 46.08 | 35.00 | 14,536.32 | 21,613.08 |
| 350 - SEWER INSURANCE | 9,424.31 | 1,874.56 | 658.39 | 316.15 | 12,904.17 | 25,177.58 |
| 370 - SEWER CHARGE ON IRRIGATION ACCOUNTS | 42.36 | 0.00 | 0.00 | 0.00 | 0.00 | 42.36 |
| 385 - SEWER DEPOSIT CONTRACT | 5,893.48 | 1,520.95 | 195.00 | 584.30 | 2,159.30 | 10,333.03 |
| 385-CONT - SEWER DEPOSIT CONTRACT | 0.00 | 0.00 | 0.00 | 0.00 | 295.70 | 295.70 |
| 386-CONT - SEWER INSURANCE CONTRACT | 692.00 | 82.73 | 0.00 | 0.00 | 0.00 | 774.73 |
| 387 - SEWER MISC CHG CONTRACT | 0.00 | 0.00 | 0.00 | 0.00 | 325.43 | 325.43 |
| 387-CONT - SEWER MISC CHG CONTRACT | 225.00 | 75.00 | 0.00 | 0.00 | 2,642.08 | 2,942.08 |
| 388 - SEWER MISC CHG CONTRACT | 0.00 | 0.00 | 0.00 | 0.00 | 174.40 | 174.40 |
| 388-CONT - SEWER MISC CHG CONTRACT | 506.68 CR | 1,293.85 CR | 32.50 | 0.00 | 29,375.84 CR | 31,143.87 CR |
| 391-CONT - FOG PENALTIES | 1,670.00 | 0.00 | 0.00 | 0.00 | 3,800.00 | 5,470.00 |
| 395 - SEWER PENALTY | 0.00 | 9,162.84 | 2,923.73 | 0.00 | 50,401.34 | 62,487.91 |
| 395-S - SEWER PENALTY | 0.00 | 0.00 | 0.00 | 0.00 | 207.02 CR | 207.02 CR |
| 500 - NSF FEE | 75.00 | 0.00 | 15.00 | 0.00 | 727.87 | 817.87 |
| 600 - WTR MAIN ASSESS CONTRACT | 0.00 | 0.00 | 0.00 | 0.00 | 1,012.42 | 1,012.42 |
| 899 - MISC CONVERTED BAL | 0.00 | 0.00 | 0.00 | 0.00 | 1,040.99 CR | 1,040.99 CR |
| 900 - SERVICE CHARGE | 0.00 | 0.00 | 0.00 | 0.00 | 10,529.94 | 10,529.94 |
| 900-CONT - SERVICE CHARGE 100 | 3,542.96 | 1,375.00 | 300.00 | 150.00 | 3,466.48 | 8,834.44 |
| 901 - FROZEN METER CHARGE | 0.00 | 0.00 | 0.00 | 0.00 | 1,767.57 | 1,767.57 |
| 901-CONT - FROZEN METER CHARGE | 664.00 | 93.23 | 191.48 | 202.69 | 1,484.31 | 2,635.71 |
| 902 - TRIP CHARGE | 0.00 | 0.00 | 0.00 | 0.00 | 37,978.47 | 37,978.47 |
| 902-CONT - TRIP CHARGE | 1,019.02 | 101.35 | 0.00 | 50.00 | 16,576.34 | 17,746.71 |
| 996 - UNAPPLIED CREDITS | 99,945.03 CR | 2,228.25 CR | 1,493.15 CR | 1,998.70 CR | 20,521.54 CR | 126,186.67 CR |
| 998 - CONVERSION DEBIT 996 AMOUNTS | 0.00 | 0.00 | 0.00 | 0.00 | 712.04 | 712.04 |
| Revenue Totals: | 1,070,052.32 | 161,912.21 | 199,914.87 | 48,628.40 | 449,654.52 | 1,930,162.32 |



To: Members of the Board of Public Works
From: Lynn Brabec, Environmental Compliance Manager *LB*
Date: July 26, 2021
Re: Notice of Violation: Failure to Submit Renewal FOG Application as Required – 7-Eleven # 40508, 28054 County Road 4 (F2018-034)

7-Eleven # 40508 received a Notice of Violation (NOV) for failing to submit their FOG Renewal Application within the allotted timeframe. 7-Eleven # 40508 responded to the Notice of Violation within the allotted timeframe. The Penalty Matrices recommend assessing a total penalty of \$125.

Violation #1: Failure to submit FOG Renewal Application due on 6/4/2021.

| 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? |
|--------------------|---|---|-----------------------|
| | \$125 | | |
| 6/5/2021 | \$125=\$100 (first 15 days)+\$25 (\$5 per day 06/21/2021 thru 06/24/2021) | Yes | No |

The Penalty Matrices recommend the Board assess the following in combined penalties:

| Location: | Date of Violation: | Penalty Matrices Recommendation: | BOW Assessed Penalty: |
|---|--------------------|----------------------------------|-----------------------|
| 7-Eleven # 40508 28054 County Road 4 | | \$125 | \$ |

Approved this _____ of _____ 2021.

| | |
|-----------------|-------|
| _____ | _____ |
| Michael Machlan | Date |
| _____ | _____ |
| Chad Crabtree | Date |
| _____ | _____ |
| Jamie Arce | Date |
| _____ | _____ |
| Ronnie Davis | Date |
| _____ | _____ |
| Rose Rivera | Date |

Additional notes or requirements from the Board of Public Works:

*According to the "FSE FOG Penalty Guideline Table" contained in the Elkhart Public Works and Utilities "Guide to Wastewater Utility Policies", July 2019 revision, the following recommended penalties may be assessed for this violation:

| Offense | First offense | Second offense | Third offense | Fourth & subsequent offense(s) |
|---|---------------------------------------|--|---------------|--------------------------------|
| 15.9.2 Discharging without a valid FOG Certificate | \$100 first 30 days of violation | \$10 per day for day 31 and thereafter | N/A | N/A |
| 15.9.7 Failure to submit new or renewal application as required | \$100 for first 15 days past due date | \$5 per day for day 16 and thereafter | N/A | N/A |

**According to the guidance in the Enforcement Response Plan Penalty Matrix the following recommended penalties may be assessed if in violation:

| OFFENSE | FIRST OFFENSE | SECOND OFFENSE | THIRD & SUBSEQUENT OFFENSE(S) |
|---|---------------|----------------|-------------------------------|
| 9.3.3 Failure to respond to Notice of Violation : | \$100 | \$200 | \$500 |



City of Elkhart
Public Works & Utilities

To: Members of the Board of Public Works
 From: Lynn Brabec, Environmental Compliance Manager *LB*
 Date: July 26, 2021
 Re: Notice of Violation: Failure to Submit Renewal FOG Application as Required – 7-Eleven #40505, 2961 Moose Trail (F2018-033)

7-Eleven #40505 received a Notice of Violation (NOV) for failing to submit their FOG Renewal Application within the allotted timeframe. 7-Eleven #40505 responded to the Notice of Violation within the allotted timeframe. The Penalty Matrices recommend assessing a total penalty of \$125.

Violation #1: Failure to submit FOG Renewal Application due on 06/04/2021.

| 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? |
|--------------------|--|---|-----------------------|
| | \$125 | | |
| 6/5/2021 | \$125=\$100 (first 15 days)+\$25 (\$5 per day 6/21/2021 thru 06/24/2021) | Yes | No |

The Penalty Matrices recommend the Board assess the following in combined penalties:

| Location: | Date of Violation: | Penalty Matrices Recommendation: | BOW Assessed Penalty: |
|-------------------------------------|--------------------|----------------------------------|-----------------------|
| 7-Eleven #40505 2961 Moose Trail | | \$125 | \$ |

Approved this _____ of _____ 2021.

Michael Machlan

Chad Crabtree

Jamie Arce

Ronnie Davis

Rose Rivera

Date

Date

Date

Date

Date

Additional notes or requirements from the Board of Public Works:

*According to the "FSE FOG Penalty Guideline Table" contained in the Elkhart Public Works and Utilities "Guide to Wastewater Utility Policies", July 2019 revision, the following recommended penalties may be assessed for this violation:

| Offense | First offense | Second offense | Third offense | Fourth & subsequent offense(s) |
|---|---------------------------------------|--|---------------|--------------------------------|
| 15.9.2 Discharging without a valid FOG Certificate | \$100 first 30 days of violation | \$10 per day for day 31 and thereafter | N/A | N/A |
| 15.9.7 Failure to submit new or renewal application as required | \$100 for first 15 days past due date | \$5 per day for day 16 and thereafter | N/A | N/A |

**According to the guidance in the Enforcement Response Plan Penalty Matrix the following recommended penalties may be assessed if in violation:

| OFFENSE | FIRST OFFENSE | SECOND OFFENSE | THIRD & SUBSEQUENT OFFENSE(S) |
|---|---------------|----------------|-------------------------------|
| 9.3.3 Failure to respond to Notice of Violation : | \$100 | \$200 | \$500 |



City of Elkhart
Public Works and Utilities

To: Members of the Elkhart Board of Public Works
From: Lynn Brabec, Environmental Compliance Manager *LB*
Date: July 20, 2021
Re: Notice of Violation with Compliance Order:
Permit #2009-01 Earthmovers Landfill, LLC

Earthmovers Landfill LLC, 26488 CR 26, Elkhart, IN. This facility serves as a municipal solid waste landfill as permitted by the State of Indiana. The landfill produces leachate which is formed when rainfall passes through the trash layers and is collected just inside of the liner then flows to their onsite SBR wastewater facility for treatment. Other Waste Management landfills from the area also discharge leachate to this wastewater facility for treatment.

Permit #2009-01 requires monitoring for Total Suspended Solids, Total Phosphorus and cBOD₅ on a monthly basis. Those self-monitoring samples were not collected in January, 2021.

The written response from Earthmovers is attached; the Pretreatment group finds the explanation reasonable.

The Enforcement Response Plan, Section 9.3.2: "Failure to conduct required self-monitoring per parameter." In accordance with the Enforcement Response Plan Penalty Matrix the penalties may be assessed as follows:

| | |
|---|-----------------|
| January 2021 (1 st Occurrence) 3 missed parameters @ \$50.00 per parameter | \$150.00 |
| Total Recommended Penalty | \$150.00 |

Penalty Assessed _____

Michael Machlan

Date

Chad Crabtree

Date

Jamie Arce

Date

Ronnie Davis

Date

Rose Rivera

Date



Earthmovers Landfill
26488 C.R.26
Elkhart, IN 46515
(574) 400 4446

July 8, 2021

Ms. Lynn Brabec
Environmental Compliance Manager
Public Works & Utilities Administration
1201 S. Nappanee St.
Elkhart, Indiana 46516



Re: Response to Notice of Violation – June 30, 2021
Earthmovers Landfill LLC, Elkhart County, Indiana
Industrial Wastewater Discharge Permit #: 2009-01

Dear Ms. Brabec:

Earthmovers Landfill, LLC (Earthmovers) received the Notice of Violation (NOV) dated June 30, 2021 pertaining to Monthly Effluent Monitoring of total suspended solids, total phosphorus and cBOD5 for the month of January 2021. Earthmovers contracts Astbury Water Technologies (AWT) to operate the pretreatment system and collecting weekly and monthly samples required by Permit. According to AWT, the required samples were collected during the first week of January 2021. However, the record for shipment to or receipt by laboratory could not be located.

Going forward, Earthmovers has instituted measures to track the collection, delivery & receipt, and analysis of the samples and parameters to ensure continued compliance with the Permit. Earthmovers has a historical record of adhering to the Permit and submitting monthly self-monitoring reports. We do not expect this issue to reoccur.

Earthmovers has installed a continuous flow sampler, as required by the new Permit, to capture flow proportional sampling beginning from July 2021. Earthmovers will adhere to monitoring and reporting requirements indicated in the new Permit by use of a Compliance Tracking System. Earthmovers takes this NOV seriously. Earthmovers has instituted internal measures to comply with the permit requirements, should you have any question or concerns, please feel free to contact me at 574 2768824.

Sincerely,
Earthmovers Landfill, LLC.

A handwritten signature in black ink, appearing to read 'Chak Chakraborty'.

Chak Chakraborty
Environmental Engineer

COMPLIANCE CERTIFICATION STATEMENT

This document constitutes the certification of compliance with the City of Elkhart's Wastewater Utility Use Ordinance, No. 5746, as amended:

Industry/Company: *Earthmovers*
Facility Address: *26488 CR 24
Elkhart, IN 46515*
Contact Person: *Michael J'Rourke*
Phone: *(616) 258-0389*
Email: *morourke@wm.com*

REPORT CERTIFICATION STATEMENT

All reports submitted to the City must include the following certification statement, signed by an Authorized Representative.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete.

I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Mike Rourke

Name of Authorized Representative *

7/8/21

Date

[Signature]

Signature of Authorized Representative

7/8/21

Date

*(according to the City of Elkhart Wastewater Utility Use Ordinance, No. 5746, as amended)

Submit to: Elkhart Public Works and Utilities
Attn: Environmental Compliance
1201 S. Nappanee Street
Elkhart, IN 46516



MEMORANDUM

DATE: July 21, 2021
TO: Board of Public Works
FROM: Corporation Counsel John Espar
RE: Proposed Resolution 21-R-15

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF ELKHART, INDIANA ACCEPTING THE TRANSFER OF INTERESTS IN CERTAIN REAL ESTATE AND THE IMPROVEMENTS LOCATED THEREON FROM THE BOARD OF PARKS AND RECREATION OF THE CITY OF ELKHART, INDIANA, AND ALL MATTERS RELATED THERETO

The attached resolution takes the critical step on the project known as the Tolson Community Center for Excellence. To-date the Elkhart Common Council has appropriated \$5,000,000 to fund a revolving loan to the not-for-profit Tolson Center, Inc. for the construction of the new Tolson Center. An additional \$5.7 million has been raised by the Tolson Center, Inc. from private sector organizations for construction of the new community center.

Previously, the Board of Parks and Recreation passed a substantially similar resolution authorizing the transfer of the Tolson Park property to the Board of Public Works for its subsequent transfer to the non-profit Tolson Center, Inc. Tolson Center Inc. will manage the construction and with the consent of the Council, will take ownership and operate the new Tolson Community Center for Excellence in accordance with the mission of the organization, a detailed property transfer agreement with the City of Elkhart and other related agreements with the Redevelopment Commission of the City. The attached resolution would authorize the transfer to the Tolson Center Inc. as contemplated by the overall project plan.

The Board of Public Works should know that under the proposed terms of the various related project agreements, if after the transfer of ownership of the property to the Tolson Center Inc., the organization should stray from its stated mission or any of the terms of the various agreements with the City, ownership of the property would revert back to the City of Elkhart,

RESOLUTION NO. 21-R-15

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF ELKHART, INDIANA ACCEPTING THE TRANSFER OF INTERESTS IN CERTAIN REAL ESTATE AND THE IMPROVEMENTS LOCATED THEREON FROM THE BOARD OF PARKS AND RECREATION OF THE CITY OF ELKHART, INDIANA, AND ALL MATTERS RELATED THERETO

WHEREAS, the Board of Parks and Recreation (the “Park Board”) of the City of Elkhart, Indiana (the “City”), acting for and on behalf of the City pursuant to Indiana Code 36-10-3, now owns an interest in the real estate described in Exhibit A attached hereto and the improvements located thereon which is commonly known as the Tolson Community Center and Park (the “Real Estate” or the “Tolson Center”); and

WHEREAS, the City has been exploring alternatives for the use of the Tolson Center; and

WHEREAS, the process to re-envision a future expansion of the Tolson Center (the “Project”) has been led by a steering committee broadly drawn from the dynamic and diverse communities of the City, including representatives drawn from the communities of philanthropy, business, education, religious leadership, law enforcement and public officials, past and present; and

WHEREAS, the steering committee’s work for the past eighteen (18) months has facilitated seven (7) public town hall styled meetings, engaging more than five hundred (500) individuals and an additional one hundred (100) small group engagements to coalesce around a new vision for the Tolson Center which has been professionally conceptualized in renderings and concept drawings by a professional consulting firm; and

WHEREAS, based upon initial estimates, the Project is expected to cost approximately Ten Million Dollars (\$10,000,000) of which Five Million Dollars (\$5,000,000) is to be secured from philanthropic and community-based funding and Five Million Dollars (\$5,000,000) contributed by the City; and

WHEREAS, Tolson Center, Inc., an Indiana not-for-profit corporation (“Tolson Center, Inc.”) has been organized for the purpose of constructing and equipping the Project and upon its completion, operating the Project; and

WHEREAS, to effect the Project and the subsequent operation of the new Tolson Center, the Real Estate and improvements located thereon would be transferred to Tolson Center, Inc.; and

WHEREAS, the Park Board now desires to transfer all of the Park Board’s legal rights, title and interest in the Real Estate to the Board of Public Works of the City (the “Board of Works”); and

WHEREAS, the Board of Works desires to obtain all legal rights, title and interest in the Real Estate; and

WHEREAS, Indiana Code 36-1-11-8 authorizes the transfer of real property from one governmental entity to another, subject to the adoption of substantially identical resolutions by each entity.

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

SECTION 1. The Board of Works hereby accepts that the conveyance by the Park Board of the Real Estate to the Board of Works for no consideration, to effect the Project and subsequent operation of the new Tolson Center by Tolson Center, Inc., is in the best interests of the City and its residents.

SECTION 2. The President of the Board of Works or any officer of the City, acting for and on behalf of the Board of Works is hereby authorized to execute any instruments or documents, or to take any other actions that may be necessary to effectuate the transfer of the Real Estate as authorized herein.

SECTION 3. That this Resolution shall be in full force and effect from and after its passage by the Park Board.

* * * * *

PASSED AND ADOPTED at a meeting of the Board of Public Works held on July _____,
2021.

BOARD OF PUBLIC WORKS OF THE CITY OF
ELKHART, INDIANA

Michael Machlan, President

Chad Crabtree, Vice President

Carlos J. Arce, Secretary

Ronnie Davis, Member

Rose Rivera, Member

Exhibit A

DESCRIPTION OF REAL ESTATE

RESOLUTION NO. R-2-21

A RESOLUTION OF THE BOARD OF PARKS AND RECREATION OF THE CITY OF ELKHART, INDIANA AUTHORIZING THE TRANSFER OF INTERESTS IN CERTAIN REAL ESTATE AND THE IMPROVEMENTS LOCATED THEREON TO THE BOARD OF PUBLIC WORKS OF THE CITY OF ELKHART, INDIANA, AND ALL MATTERS RELATED THERETO

WHEREAS, the Board of Parks and Recreation (the "Park Board") of the City of Elkhart, Indiana (the "City"), acting for and on behalf of the City pursuant to Indiana Code 36-10-3, now owns an interest in the real estate described in Exhibit A attached hereto and the improvements located thereon which is commonly known as the Tolson Community Center and Park (the "Real Estate" or the "Tolson Center"); and

WHEREAS, the City has been exploring alternatives for the use of the Tolson Center; and

WHEREAS, the process to re-envision a future expansion of the Tolson Center (the "Project") has been led by a steering committee broadly drawn from the dynamic and diverse communities of the City, including representatives drawn from the communities of philanthropy, business, education, religious leadership, law enforcement and public officials, past and present; and

WHEREAS, the steering committee's work for the past eighteen (18) months has facilitated seven (7) public town hall styled meetings, engaging more than five hundred (500) individuals and an additional one hundred (100) small group engagements to coalesce around a new vision for the Tolson Center which has been professionally conceptualized in renderings and concept drawings by a professional consulting firm; and

WHEREAS, based upon initial estimates, the Project is expected to cost approximately Ten Million Dollars (\$10,000,000) of which Five Million Dollars (\$5,000,000) is to be secured from philanthropic and community-based funding and Five Million Dollars (\$5,000,000) contributed by the City; and

WHEREAS, Tolson Center, Inc., an Indiana not-for-profit corporation ("Tolson Center, Inc.") has been organized for the purpose of constructing and equipping the Project and upon its completion, operating the Project; and

WHEREAS, to effect the Project and the subsequent operation of the new Tolson Center, the Real Estate and improvements located thereon would be transferred to Tolson Center, Inc.; and

WHEREAS, the Park Board now desires to transfer all of the Park Board's legal rights, title and interest in the Real Estate to the Board of Public Works of the City (the "Board of Works"); and

WHEREAS, the Board of Works desires to obtain all legal rights, title and interest in the Real Estate; and

WHEREAS, Indiana Code 36-1-11-8 authorizes the transfer of real property from one governmental entity to another, subject to the adoption of substantially identical resolutions by each entity.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PARKS AND RECREATION OF THE CITY OF ELKHART, INDIANA, AS FOLLOWS:

SECTION 1. The Park Board hereby finds and determines that the conveyance by the Park Board of the Real Estate to the Board of Works for no consideration, to effect the Project and subsequent operation of the new Tolson Center by Tolson Center, Inc., is in the best interests of the City and its residents.

SECTION 2. The President of the Park Board or any officer of the City, acting for and on behalf of the Board is hereby authorized to execute any instruments or documents, or to take any other actions that may be necessary to effectuate the transfer of the Real Estate as authorized herein.

SECTION 3. That this Resolution shall be in full force and effect from and after its passage by the Park Board.

* * * * *

Exhibit A

DESCRIPTION OF REAL ESTATE

EXHIBIT A

Lots Number Three Hundred Twenty-nine (329), Three Hundred Thirty (330), Three Hundred Thirty-one (331), Three Hundred Eighty-two (382), Three Hundred Eighty-three (383) and Three Hundred Eighty-four (384) as the said Lots are known and designated on the recorded Plat of BENHAM AVENUE REPLAT of Chapman's Rosedale Addition to the City of Elkhart; said Plat being recorded in Plat Book 1, page 101; and Lots Number Three Hundred Twenty-three (323) Three Hundred Twenty-four (324), Three Hundred Twenty-five (325), Three Hundred Twenty-six (326), Three Hundred Twenty-seven (327), Three Hundred Twenty-eight (328), Three Hundred Eighty-five (385), Three Hundred Eighty-six (386), Three Hundred Eighty-seven (387), Three Hundred Eighty-eight (388), Three Hundred Eighty-nine (389), and Three Hundred Ninety (390) as the said Lots are known and designated on the recorded Plat of CHAPMAN'S ROSEDALE ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 114, page 586 in the Office of the Recorder of Elkhart County, Indiana.

ALSO, the vacated alley lying between Lots Number 323, 324, 325, 326, 327 and 328 and Lots Number 385, 386, 387, 388, 389 and 390 in Chapman's Rosedale Addition and between Lots Number 329 and Lot Number 384 in Benham Avenue Replat of Chapman's Rosedale Addition to the City of Elkhart, Indiana.

ALSO, the vacated alley lying between Lots Number 329, 330, 331, 382, 383 and 384 in Benham Avenue Replat of Chapman's Rosedale Addition and Lots Number 328 and 385 in Chapman's Rosedale Addition to the City of Elkhart, Indiana.

ALSO, the west one-half of the vacated alley lying east of and adjacent to said Lot Number 390 in Chapman's Rosedale Addition to the City of Elkhart, Indiana.

EXCEPTING all that part used for highway purposes.

ALSO: Lot Number Three Hundred Fifteen (315) and part of Lot Number Three Hundred Sixteen (316) as the said lots are known and designated on the recorded Plat of CHAPMAN'S ROSEDALE ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 114, page 586 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows:

Beginning at a point on the North line of Lot Number Three Hundred Sixteen (316), as the said Lot is known and designated on the recorded Plat of Chapman's Rosedale Addition to the City of Elkhart, which said point is

mswtrstatelcoe-exhibitaagdblmj

three (3) feet west from the northeast corner of said lot; thence southwardly, parallel with the East line of said lot, to a point which is midway between the north and south lines of said lot; thence eastwardly parallel with the north line of said lot, three (3) feet to the east line thereof; thence northwardly along the east line of said lot to the northeast corner thereof; thence westwardly along the north line of said lot, three (3) feet to the place of beginning.

ALSO, the North One-half (N 1/2) of the vacated alley adjoining said Lot Three Hundred Fifteen (315) on the south side of said lot.

ALSO: Lot Numbered Three Hundred Sixteen (316), except the East Three (3) feet of the North One-half (N 1/2) of said Lot; and Lots Numbered Three Hundred Seventeen (317) to Three Hundred Twenty-two (322) inclusive as the said Lots are known and designated on the recorded Plat of CHAPMAN'S ROSEDALE ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 114, page 586 in the Office of the Recorder of Elkhart County, Indiana.

ALSO: Lots Numbered Three Hundred Ninety-one (391) and Three Hundred Ninety-two (392) as the said Lots are known and designated on the recorded Plat of CHAPMAN'S ROSEDALE ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 114, page 586 in the Office of the Recorder of Elkhart County, Indiana.

ALSO, the South one-half (S 1/2) of the vacated alley lying north of and adjacent to said Lots, and ALSO the East one-half (E 1/2) of the vacated alley lying west of and adjacent to said Lot Three Hundred Ninety-one (391).

ALSO: Lots Numbered Three Hundred Ninety-three (393), Three Hundred Ninety-four (394) and Three Hundred Ninety-five (395) as the said Lots are known and designated on the recorded Plat of CHAPMAN'S ROSEDALE ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 114, page 586 in the office of the Recorder of Elkhart County, Indiana.

ALSO, the south one-half (S 1/2) of the vacated alley lying north of and adjacent to said Lots.

ALSO: Lots Numbered Three hundred Ninety-six (396), Three Hundred Ninety-seven (397) and Three Hundred Ninety-eight (398) as the said Lots are known and designated on the recorded Plat of CHAPMAN'S

ROSEDALE ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 114, Page 586 in the Office of the Recorder of Elkhart County, Indiana.

ALSO, Part of the Northeast Quarter (NE-1/4) of Section Eight (8), Township, Thirty-seven (37) North, Range Five (5) East, more particularly described as follows:

Beginning at the northeast corner of Lot Number Three Hundred Ninety-five (395) in Chapman's Rosedale Addition; thence south eighty-eight (88) feet to the northwest corner of Lot Number Three Hundred Ninety-six (396) in said addition; thence east one hundred thirty-two (132) feet to the northeast corner of Lot Number Three Hundred Ninety-eight (398) in said addition; thence north eighty-eight (88) feet; thence west one hundred thirty-two (132) feet to the Place of Beginning.

ALSO, the South one-half (1/2) of the vacated alley lying north of and adjacent to said real estate.

ALSO: Lots Numbered 399 through 404 inclusive, as the said Lots are known and designated on the recorded Plat of Chapman's Rosedale, an Addition to the City of Elkhart, Indiana; said Plat being recorded in Deed Record 114, page 586 in the Office of the Recorder of Elkhart County, Indiana.

Also, the North one-half (N 1/2) of vacated alley lying south of and adjacent to said Lots.

Containing the following parcel numbers:

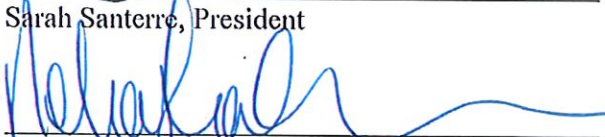
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Tax Parcel ID:20-06-08-280-010.000-012
Tax Parcel ID:20-06-08-280-011.000-012
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Tax Parcel ID:20-06-08-280-021.000-012
Tax Parcel ID:20-06-08-280-022.000-012
Tax Parcel ID:20-06-08-280-023.000-012
Tax Parcel ID:20-06-08-280-024.000-012
Tax Parcel ID:20-06-08-280-025.000-012
Tax Parcel ID:20-06-08-280-026.000-012
Tax Parcel ID:20-06-08-281-011.000-012
Tax Parcel ID:20-06-08-281-012.000-012
Tax Parcel ID:20-06-08-281-013.000-012
Tax Parcel ID:20-06-08-281-014.000-012
Tax Parcel ID:20-06-08-281-015.000-012
Tax Parcel ID:20-06-08-281-016.000-012

20, PASSED AND ADOPTED at a meeting of the Board of Parks and Recreation held on July 2021.

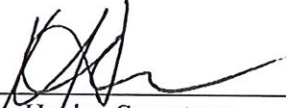
BOARD OF PARKS AND RECREATION OF
THE CITY OF ELKHART, INDIANA



Sarah Santerre, President



Nekeisha Alayna Alexis, Vice President

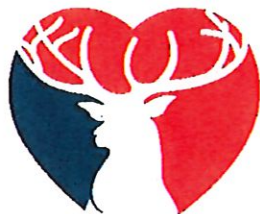


Kim Henke, Secretary

Rod Roberson

Mayor

John Espar



City of Elkhart

Department of Law

229 S. Second St.

Elkhart, Indian 46516

July 29, 2021

Michael Machlan

Chad Crabtree

Ronnie Davis

Jamie Arce

Rose Rivera

Re: City court interpreter contract

Dear Board:

Every year the City is asked to enter into a contract with one or more individuals to act as an interpreter for the City Court. The attached contract is the same contract that the Board has approved for numerous years for interpretation service. The only change to this contract is that the contract will automatically renew every year unless terminated by the city or the Interpreter. The contract is very important so that the Court is satisfied that the marginal or non-speaking person in the court are understanding the proceeding, their rights and what options exist for the person.

As such, I request that the Board move to accept the terms of the two interpreter agreements between the City and the Interpreters and authorized the execution of the agreements.

Randall K. Arndt

Deputy City Attorney

AGREEMENT FOR INTERPRETER SERVICES

NARRATIVE

This agreement is effective from January 1, 2021 and is between the City of Elkhart, Indiana, acting by and through the Board of Public Works (City) and Jessica Garcia (Interpreter)

WHEREAS, the Interpreter is fluent in the languages OF English and Spanish; and

WHEREAS, the Interpreter is capable of translating verbal and written communications from English into Spanish and from Spanish into English; and

WHEREAS, the city is in need of the Interpreter's services to assist individuals who are non-native English speakers appearing in the Elkhart City Court and hiring the Interpreter to provide these service to the City is appropriate; and

WHEREAS, the Interpreter is willing to providing interpreter service to the City.

THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. Scope pf Services: The Interpreter shall provide interpreter services necessary for the orderly administration of proceedings in the Elkhart City Court. There services shall include:

- A. Translating statements made by the Judge and other City Court personnel from English into Spanish and translating statements made by individuals appearing for City Court matter from Spanish into English
- B. Translating discussions held outside the City Courtroom between individuals and City Court personnel from English into Spanish and from Spanish into English.

Section 2. Payment: The City of Elkhart shall pay Sixty Dollars (\$60.00) USD per day for the services of the Interpreter.

Section 3. Taxes and Employer Obligations: For purposes of this Agreement, the Interpreter shall be deemed to be an independent contractor.

- A. The Interpreter shall not be considered an employee of the City for any reason.
- B. The Interpreter shall be responsible for all federal, state and local income taxes, including FICA taxes due as a result of the sums paid pursuant to this Agreement.

- C. The Interpreter shall not be entitled to any City employment benefits, offered by the City to its employees, which benefits are established and provided to City employees under an ordinance, policy or other directive of the City.

Section 4. Term of Agreement/Termination

- A. Unless terminated by the City or the Interpreter, this agreement shall automatically renew on January 1 of each year subsequent to this agreement's effective date.
- B. Either the City or the Interpreter may terminate the Agreement by giving the other party prior written notice at least thirty (30) days before the effective date of the termination.

Section 5. Assignment: Nether this Agreement nor any interest of the Interpreter may be assigned, subcontracted or transferred to a third party without the prior written consent of the City.

Section 6. Supplement: This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this agreement.

Section 7. Entire Agreement: This Agreement constitutes the entire agreement of the City and Interpreter, and, unless specified otherwise herein, no representations, inducement, promises, or prior agreement, oral or written between the City and the Interpreter, shall be of any force and effect.

Section 8. Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any litigation predicated upon this Agreement shall be brought in a court of proper jurisdiction physically locate the Elkhart County, Indiana.

Section 9. Compliance with Federal, State, and Local Law: Interpreter shall comply with all federal, state and local law, rules and regulation, including Elkhart City Ordinance 4101, which are applicable at the time services are performed by the Interpreter pursuant to this Agreement, and all provisions required thereby to be included herein are hereby incorporated by reference.

Section 10. Authority: The persons signing this Agreement warrant that they have authority to sign as, or on behalf of, the party for whom they are signing.

The parties have signed this Agreement on the dates written below, and this Agreement shall be effective or has been effective on the date reflected in the introductory clause on page one.

INTERPRETER

Date: _____, 2021

(Printed) _____

(Address) _____

(City/State/Zip) _____

**CITY OF ELKHART
BOARD OF PUBLIC WORKS**

Date: _____, 2021

Michael Machlan, President

Chad Crabtree, Vice President

Ronnie Davis

Jamie Arce

ATTEST:

Rose Rivera

Nancy Wilson, Clerk

AGREEMENT FOR INTERPRETER SERVICES

NARRATIVE

This agreement is effective from January 1, 2021 and is between the City of Elkhart, Indiana, acting by and through the Board of Public Works (City) and Connie Caiceros (Interpreter).

WHEREAS, the Interpreter is fluent in the languages OF English and Spanish; and

WHEREAS, the Interpreter is capable of translating verbal and written communications from English into Spanish and from Spanish into English; and

WHEREAS, the city is in need of the Interpreter's services to assist individuals who are non-native English speakers appearing in the Elkhart City Court and hiring the Interpreter to provide these service to the City is appropriate; and

WHEREAS, the Interpreter is willing to providing interpreter service to the City.

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INTERPRETER

Date: _____, 2021

(Printed) _____

(Address) _____

(City/State/Zip) _____

CITY OF ELKHART
BOARD OF PUBLIC WORKS

Date: _____, 2021

Michael Machlan, President

Chad Crabtree, Vice President

Ronnie Davis

Jamie Arce

ATTEST:

Rose Rivera

Nancy Wilson. Clerk