

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

Common Council Chambers

9:00 A.M., Wednesday, May 4, 2022

<https://coei.webex.com/coei/j.php?MTID=m981a192eeb95ed78320303fb561aa66a>

Join by phone: 1-415-655-0001

Meeting Number (access code): 2304 918 3458 Meeting password: BOW22

- I. Roll Call**
- II. Approve Agenda**
- III. Open Bids & Quotes**
 - Bid #22-14 2022 Utility Materials-2
 - Quote 22-08 Nappanee Street Guardrail Repair
- IV. Claims & Allowance Docket**
- V. Minutes** Regular Meeting April 19, & Special Meeting April 22, 2022
- VI. Utilities**
 - a.) Administration
 - Board of Works Resolution 22-R-07 Regarding Amendment of Water Utility Rates to Address the Repeal of the Utility Receipts Tax (URT)
 - b.) Aquatics
 - 2021 Aquatic Community Monitoring Report
 - Contract with Midwest Biodiversity Institute
 - Contract with Pace Analytical Services
 - c.) Environmental Compliance
 - FOG Variance Extension Rico's at the Bulldog (F2021-003)
- VII. Engineering**
 - a.) Right of Way
 - Change Order #3 and Final: Franklin Street Resurfacing CCMG Project- Bid #21-25
 - Award Quote #22-08 Nappanee Street Guardrail Repair
- VIII. New Business**
 - Depot Lease Agreement- Elkhart Art League
 - Board of Works Resolution 22-R-08 Transfer of Real Estate to the City of Elkhart Dept. of Redevelopment
 - Comprehensive Financial Plan- Baker Tilly
 - Contract with Purple Ink, LLC for SMART Goals Training
- IX. Use & Event Permit**
 - Friends of Local Police- Police Appreciation Bridge Banners

- Searcy Birthday Party 5/14- Special Exception from Noise Ordinance

X.
XI.

Public Participation
Adjournment



M E M O R A N D U M

DATE: May 4, 2022

TO: Board of Public Works

FROM: Ryan Clussman, Right-of-Way Engineer

RE: **Award Recommendation for Nappanee Street Guardrail Replacement Project - Quote #22-08**

On May 4, 2022, bids were opened for the Nappanee Street Guardrail Replacement project at the regular Board of Works meeting. _____ Bid(s) were received at that time and given to the City's Engineering Department for review.

The bid has been reviewed and the results are as follows:

Contractor	Total Bid

There (were/were no) discrepancies with the quote _____ was determined to be the lowest responsive and responsible bidder, they have not worked for the City of Elkhart in the past but came recommended by Elkhart County as a responsible contractor.

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

It is recommended the Board of Public Works:

Award the Nappanee St. Guardrail Replacement Project Quote #22-08 to _____ who was the lowest, responsive and responsible bidder with a contract price in the amount of _____.

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.

April 27th, 2022


ERIN KOONS

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **\$3,112,867.14**, AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 112 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 4TH DAY OF MAY 2022 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
January 18, 2022

Individual Claims Over \$25,000 each:

Fund	Vendor	Description	Amount
101	LOCHMUELLER GROUP, INC	BENHAM AVE ST SCAPE	44,693.00
502	SELGE CONSTRUCTION CO, INC	S. MAIN ST SCAPE	169,094.40
608	HRP CONSTRUCTION	EDGEWATER LIFT STATION REPLACEMENT	63,067.75
630	NIBLOCK EXCAVATING, INC	MCPHERSON ST WATER MAIN EXTENSION	63,436.25

Total Claims over \$25,000	<u>340,291.40</u>
Regular Claims under \$25,000:	<u>704,183.87</u>
Total Regular Departmental Claims:	<u>1,044,475.27</u>

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

606	INDIANA MICHIGAN POWER	1200 S MAIN ST ELECTRICITY	30,400.05
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Total Pre-Approved over \$25,000:	<u>30,400.05</u>
Regular Claims under \$25,000:	<u>301,019.37</u>
Total Pre-Approved Claims:	<u>331,419.42</u>

American Rescue Plan Claims:

176 BURKHART ADVERTISING	COVID ADVERTISING	4,000.00
176 IB COMMUNICATION LTD	COVID ADVERTISING	3,500.00

Total American Resuca Plan Claims:	<u>7,500.00</u>
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Payroll and Pension Payments:

Fire & Police Pension	
BI-weekly Payroll	1,729,472.45
RETRO PAY	-
Total Payroll:	<u>1,729,472.45</u>

Total All Claims, Internal Payments, and Payroll:	<u>\$ 3,112,867.14</u>
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(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.

BOARD OF PUBLIC WORKS
Tuesday, April 19, 2022

Vice-President Chad Crabtree called a regular meeting of the Board of Public Works to order at 9:00 a.m., Tuesday, April 19, 2022. Clerk of the Board Nancy Wilson called the roll. Chad Crabtree, Jamie Arce, Ron Davis and Rose Rivera attended in person. Mike Machlan joined on WebEx, but did not vote. Chad stated the time was after 9:00 a.m. and no more bids would be accepted.

1. Approve Agenda

On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the agenda was approved as presented.

2. Open Bids

Bid #22-13 Demolition of 173 N. Sixth Street

Proof of publication was presented which appeared in The Elkhart Truth on April 2 and April 9, 2022. The following bids were received:

Cross Excavating & Demolition submitted a bid in the amount of \$13,598.75.

Pelley Excavating submitted a bid in the amount of \$13,497.00.

On motion by Jamie Arce, seconded by Ron Davis and carried, the Board referred the bids to the staff for review and a recommendation at the next meeting.

3. Public Hearing: Preliminary Engineering Report (PER) for Water and Wastewater Utilities Board of Works Resolution #22-04 PER Water Acceptance and Board of Works Resolution #22-05 PER Wastewater Acceptance

Chad Crabtree: "We will now open the Public Hearing. Good morning everyone. We are here today to conduct a Public Hearing for the Clean Water State Revolving Fund Loan and Drinking Water State Revolving Fund Loan Preliminary Engineering Reports that have been prepared for the Oakland Avenue Long Term Control Plan Project A. We ask that anyone in attendance please sign in on the attendance sheet located at the podium.

The agenda is as follows:

- 1) Introduction of the Project by representatives of the engineering consulting firm DLZ Indiana, LLC.
- 2) Opening of the Public hearing for Public Comment. During this segment, we ask that you come to the podium, state your name and address and provide your comments.
- 3) Comments will be recorded and submitted to the State Revolving Fund as part of the Preliminary Engineering Reports.
- 4) A brief response to any questions will be provided by DLZ. We will answer your questions as best as possible.
- 5) Following public comment and response, we will close the public hearing.

We will begin with a presentation from DLZ."

DLZ: "Hello, my name is Stephanie Cerling, and I am here with DLZ Indiana, LLC. We would like to thank everyone in attendance for joining us today. We are here today to present the Oakland Avenue Long Term Control Plan Project A. Two Preliminary Engineering Reports (commonly referred to as the PER) have been prepared and are currently available for review at the Public Works and Utilities Office. This project is being submitted to the Indiana Clean Water State Revolving Fund and Drinking Water State Revolving Fund for their review for potential funding

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of the project via a low-interest loan. The City has a Consent Decree, filed in November 2011, that requires the City to construct a new storage tank to reduce combined sewer overflows in the overall wastewater system. The Oakland Avenue Long Term Control Plan project was identified within the City's Long Term Control Plan, which was finalized in September 2011. The number of combined sewer overflows is to be reduced to no more than nine overflows in a typical year as defined by the Long Term Control Plan. All work associated with the Oakland Avenue Long Term Control Plan project must be operational by November 15, 2028, in order to meet the schedule within the City's Long Term Control Plan and Consent Decree. The overall Oakland Avenue Long Term Control Plan Project is being separated into four (4) different projects:

- 1) Project A – Oakland Combined Sewer Overflow Forcemain
- 2) Project B – Oakland Combined Sewer Overflow Storage Tank and Local Sewers
- 3) Project C – Harrison Street Sewer Separation
- 4) Project D – Combined Sewer Overflow 6 & 7 Improvements and Forcemain Extension

The Clean Water State Revolving Fund Loan for Project A includes a new forcemain, sewer separation, new water main, and surface improvements from the proposed new storage tank site to the City's Wastewater Treatment Plant. Work would be completed on Vermont Street, Waurika Street, Indiana Avenue, and Thomas Street. The Drinking Water State Revolving Fund Loan includes lead service line replacements along Waurika Street and Indiana Avenue. Each project provides a strategic purpose addressing the current needs in the Public Water and Sewer System. Both projects are scheduled to be bid together in one project this winter, early 2023, with the potential for construction to begin on both projects in April 2023. The construction is projected to be completed by December of 2024. This concludes the summary and need for the projects."

Chad Crabtree: "We will now open up the public hearing. Is there anyone in the audience who would like to speak on proposed projects? Is anyone on line that would like to speak on to the proposed projects? Seeing none – this concludes the public hearing for this project. Thank you DLZ."

Board of Works Resolution #22-04 PER Acceptance-Oakland Tank Project A-Oakland CSO Forcemain Water 2022

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board adopted the Preliminary Engineering Report Acceptance for the Oakland Tank Project A- Oakland CSO Forcemain Water 2022 Project, Board of Works Resolution #22-04.

Board of Works Resolution #22-05 PER Acceptance- Oakland Tank Project A-Oakland CSO Forcemain Wastewater 2022 Project

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board adopted the Preliminary Engineering Report Acceptance for the Oakland Tank

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Project A- Oakland CSO Forcemain Wastewater 2022 Project, Board of Works Resolution #22-05.

4. Claims & Allowance Docket

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the claims & allowance docket was approved in the amount of \$3,430,295.42 consisting of 110 pages as prepared on April 13, 2022 at 9:51 a.m.

5. Minutes Regular Meeting April 5, 2022

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the minutes from April 5, 2022 were adopted.

6. Tabled Item

Sidewalk Easement 332 E. Bristol Street

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Sidewalk Easement for 332 E. Bristol Street was removed from the table for consideration. On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the dedication of the Sidewalk Easement for 332 E. Bristol Street was accepted.

7. Utilities

(A.) Administration

Water Utility MRO for March 2022

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board accepted and placed on file the Water MRO for March 2022.

(B.) Finance

Bowen Engineering Escrow Account

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board approved the escrow agreement provided by The Bank of New York Mellon Trust Company between Bowen Engineering and the City of Elkhart for the work on Phase II of the Wastewater Treatment Plant.

(C.) Environmental Compliance

Permit Renewal: McDowell Enterprises, Inc. Permit #85-01

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board approved the Permit Renewal for McDowell Enterprises, Inc. Permit #85-01. Lynn Brabec explained this is for a renewal and a category change. The ongoing issue was the debate over whether or not the original 413-electroplating category should have been upgraded to a 433 with more restrictive effluent limitations. That determination was confirmed by USEPA and IDEM so we moved forward. We are on a Compliance Schedule and all of the dates for the Compliance Schedule have been met. This Permit Renewal is the next to the last one. The actual compliance of the effluent limitations that will be approved in this permit renewal today will be the final step as far as the Compliance Schedule goes. There are two outstanding issues, and on the May 17, 2022 meeting Lynn said she will bring to the Board the fines and penalties that are outstanding, which at that time can be addressed by the Board, and that will wrap this whole thing up. The permit has been reviewed. Mr. Loshbough is here, and Mrs. Loshbough is attending on WebEx if the Board has any questions. Chad asked Lynn a question. When they changed the category from 413 to 433, how are facilities notified, are they notified by IDEM? Lynn responded it is a little bit complicated. This happened to be because there was an addition made a number of years ago for a Zinc line, and that addition was a point of contention whether or not

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the whole facility should be changed or part of the facility. To change part of the facility was going to take a significantly high investment than what was made now, and this is already significant. We moved through the process and we are here with the change of category. Carol Loshbough said they only addendum she would make to what Lynn said is when the Zinc line was added in 1999, IDEM and the City of Elkhart did not feel there was a significant change. The determination that there was a significant change came in 2016 when IDEM came to see Lynn. Carol said they argued it and the EPA came in. The point is, they went a long time and nobody said anything. Carol said she wanted it on the record that everybody thought it was the same at first, and then after many years IDEM wanted it corrected. Chad brought it back to the Board for discussion. He called for the vote and the motion carried 4-0.

8. Engineering

(A.) Administration

Partial Payment #42 to Donohue & Associates- Elkhart WWTP Capacity Upgrades Phase 2

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board approved partial permit #42 for \$57,597.00 to Donohue & Associates, Inc. from the allocated SRF loan for professional services on the Elkhart WWTP Capacity Upgrades- Phase 2 project.

(B.) Right-of-Way

PSA Amendment #1 American Structurepoint- Bristol Street Widening

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board approved the Professional Services Agreement Amendment #1 with American Structurepoint for the Bristol Street Widening project for an additional \$245,725.00.

Parking on Lexington

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board approved the request to reserve the north side of Lexington Avenue from 2nd Street west to the alley for use by permitted vehicles only.

Award Bid #22-12 2022 Asphalt Crack Sealing Project

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board awarded the 2022 Asphalt Crack Sealing project Bid #22-12 to National Industrial Maintenance, who was the lowest, responsive and responsible bidder with a contract price in the amount of \$142,801.00. Nancy Wilson commented one bid was received by FedEx after the meeting at 3:00 p.m. and was returned unopened.

(C.) Summary

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board approved the following permits:

Water Assessment Application: Jenny Quinn

3322 Calumet Ave.

Elkhart, IN 46514

Property: 3322 Calumet Ave.

Paid in full, \$683.10

Michele Keeley

1705 W. Lexington Ave.

Elkhart, IN 46514

Property: 1705 W. Lexington Ave.

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Paid in full, \$683.10

Meijer

2350 Three Mile Rd. NW

Grand Rapids, MI 49544

Property: 2500 Cassopolis St.

Paid in full, \$12,474.00

Jose A. Sandovel

2206 Morehouse Ave.

Elkhart, IN 46517

Property: 2206 Morehouse Ave.

Paid 20% down, \$300.60

Amzie Miller

11324 CR 10

Middlebury, IN 46540

Property: 1230 E. Bristol St.

Paid in full, \$986.70

Sewer Assessment Application: Meijer

2350 Three Mile Rd. NW

Grand Rapids, MI 49544

Property: 2500 Cassopolis St.

Paid in full, \$35,640.00

Driveway Permit:

#5034, Owner: Jorge Cruz

1223 Garden St.

Contractor: Homeowner

\$800.00 bond by homeowner

Release of Bond:

#5034, Homeowner: Jorge Cruz

Property: 1223 Garden St.

Street Light Request:

Street light requested to be turned on and paid for by the City in front of 311 Bank St.

9. New Business

Uniform Conflict of Interest Disclosure- Marnell Johnson Sr.

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board accepted the Uniform Conflict of Interest Disclosure from Marnell Johnson Sr.

Storage Unit Rentals

On motion by Rose Rivera, seconded by Jamie Arce and carried 4-0, the Board approved storage unit rental in an amount not to exceed \$3,660.00 for a one-year lease for the Park Department and \$1,416.00 for a one-year lease for the Community Development Department. Corinne Straight explained the need for additional storage space. Chad asked if it should be approved by the Park Board, and Rose said they would put it on their agenda this afternoon.

SUGA Scholarship Award for Communications Center

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board accepted the scholarship award in the amount of \$5,000.00 from the SunGard Users Group Board for training for the Communications Department.

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Contract with Information and Records Associates for Scanning

On motion by Rose Rivera, seconded by Jamie Arce and carried 4-0, the Board approved the contract with Information and Records Associates for \$.11/page for scanning and \$.10/index. Mike asked if IT looked at it and signed off on it. Jamie said they would make sure IT looked at it.

Amendment #4 Christopher B. Burke Engineering, LLC South Main St. Streetscape

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board approved Amendment #4 with Christopher B. Burke for the South Main Street Streetscape project in an amount not to exceed \$ 631,900.00.

10. Use & Event Permits

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board approved the following permits:

- 7-9-22 Elkhart Black Expo Parade- Temporary Street Closures, ESS, Parade & Public Assembly, Special Exception from Noise
- 4-29-22 Reyes Birthday Party- Special Exception from Noise
- 7-30-22 ADEC's Picture Possibilities- City Plaza, Temporary Street Closure (Main), Public Assembly, Special Exception from Noise
- 2022 Summer Dance Elkhart 7-16,8-20,9-17- Central Green Stage, Dance Floor Installation, Plaza Sign, Public Assembly, Special Exception from Noise,
- 5-7-22 Southern Midwest Festival- Roosevelt Park, EMS, EPD, Temporary Street Closure, Public Assembly, Special Exception from Noise
- 2022 Art Walk 4-28, 5-26, 6-30, 7-28, 8-25, 9-29, 10-27, City Plaza, Plaza Sign, Public Assembly
- 5-7-22 Compassion Walk Island Park- Parade & Public Assembly, Plaza Sign
- 6-11-22 Color for Kids Family Run- Central Green Stage, ESS, EMS, Temporary Street Closures, Public Assembly, Special Exception from Noise
- 5-13, 5-20, 5-27, 6-3, 6-10, 6-17 EPL Curbside Concerts- Plaza Sign, Special Exception from Noise
- 5-28-22 Dancler Family Reunion- Temporary Street Closure(4th), Special Exception from Noise
- 6-18-22 Walls Celebration of Life- Temporary Street Closure (7th), Special Exception from Noise
- 6-17 to 6-19-22 Elkhart Jazz Festival- Central Green Stage, City Plaza, ESS, EMS Medic Kubota & First Aid Station, Stage & Trailer, Fencing, Golf Cars, EPD, Temporary Street Closures (Thursday-Monday) Plaza Sign, Public Assembly, Special Exception from Noise
- 6-4-22 Fish Fest- Central Green Park, Public Assembly, Special Exception from Noise, Trailer, Plaza Sign

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11. Adjournment

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board of Works adjourned at 9:48 a.m.

_____ Chad Crabtree, Vice-President

Attest: _____ Nancy Wilson, Clerk of the Board

BOARD OF PUBLIC WORKS
Friday, April 22, 2022

Vice-President Chad Crabtree called a special meeting of the Board of Public Works to order at 9:00 a.m., Friday, April 22, 2022. Clerk of the Board Nancy Wilson called the roll. Chad Crabtree, Ron Davis and Rose Rivera attended in person. Mike Machlan and Jamie Arce were absent.

1. Approve Agenda

A motion was made by Ron Davis and seconded by Rose Rivera to approve the agenda. On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the agenda was amended by adding a Letter of Intent for the Fire Department under the new item IV. The amended agenda carried 3-0.

2. Award Bids

Bid #22-13 Demolition of 173 N. Sixth Street

On motion by Ron Davis, seconded by Rose Rivera and carried 3-0, the Board awarded Bid #22-13 Demolition of 173 N. Sixth Street to Pelley Excavating for \$13,497.00 as the lowest, responsive and responsible bidder. Chaise Cope thanked the Board for the special meeting to take care of the bid award.

3. Letter of Intent- Elkhart Fire Department

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board approved the signing of a Letter of Intent to Purchase Pierce Pumper #35678 through McQueen Emergency, pursuant to the language outlined in the agreement, and to authorize Chief Shaun Edgerton to sign the Letter of Intent.

4. Adjournment

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board of Works adjourned at 9:07 a.m.

_____ Chad Crabtree, Vice-President

Attest: _____ Nancy Wilson, Clerk of the Board

BARNES & THORNBURG LLP

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April 28, 2022

VIA ELECTRONIC MAIL

Mike Machlan
President, Board of Public Works
229 S. Second St.
Elkhart, IN. 46516

Re: Board of Public Works Resolution Regarding Amendment of Water Utility Rates
to Address the Repeal of the Utility Receipts Tax ("URT")

Dear Mr. Machlan:

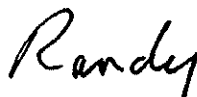
Enclosed is a proposed resolution for consideration by the Board of Public Works at its next meeting on May 2, 2022. The resolution approves modifications to the rates and charges relating to the City's waterworks utility. The Indiana General Assembly recently passed HEA 1002 which, among other things, repeals the URT as of July 1, 2022. The URT was a tax imposed on gross receipts from utility services consumed within the State. HEA 1002 also added I.C. 8-1-2-4.2 to the Indiana Code which requires the City to file a rate adjustment with the Indiana Utility Regulatory Commission (the "Commission") that provides for a rate adjustment reflecting the repeal of the URT. The City's municipal advisor, Baker Tilly Municipal Advisors, LLC ("Baker Tilly"), has calculated the necessary adjustment to the rates and charges. I have attached a page from Baker Tilly that shows the effect of the adjustment on the existing rates and charges.

The enclosed proposed resolution recommends that the existing rates and charges be modified as recommended by Baker Tilly and approves a form of ordinance for consideration by the Common Council to reflect the rate adjustments.

Please let me know if you have any questions regarding the above-referenced items. Thank you.

Sincerely,

BARNES & THORNBURG LLP


Randolph R. Rompola

RRR/bej
Enclosures
DMS 22557174v1

ELKHART (INDIANA) MUNICIPAL WATER UTILITY

Exhibit 2

**RATE TARIFF ADJUSTMENT FOR
UTILITY RECEIPTS TAX REPEAL**

	<u>Prior Tariff</u>	<u>Current Tariff</u>	<u>URT Adj. -1.73%</u>	<u>Adjusted</u>	
Metered Rates:					
CCF: (Per CCF)					
First 40 ccf	\$ 1.04	\$ 1.48	\$ (0.01)	\$ 1.47	
Next 740 ccf	0.80	1.14	(0.01)	1.13	
Next 680 ccf	0.64	0.91	(0.01)	0.90	
Over 1,460 ccf	0.54	0.77	(0.01)	0.76	
Gallons: (Per 100 gallons)					
First 299 Gallons	-	0.1978	(0.0013)	0.1965	
Next 5535 Gallons	-	0.1524	(0.0013)	0.1511	
Next 5086 Gallons	-	0.1217	(0.0014)	0.1203	
Over 10920 Gallons	-	0.1029	(0.0013)	0.1016	
Service Charge:					
5/8 inch meter	1.60	2.28	(0.02)	2.26	
3/4 inch meter	1.75	2.50	(0.03)	2.47	
1 inch meter	2.15	3.07	(0.04)	3.03	
1 1/2 inch meter	3.27	4.67	(0.06)	4.61	
2 inch meter	4.83	6.90	(0.09)	6.81	
3 inch meter	9.31	13.29	(0.16)	13.13	
4 inch meter	15.59	22.26	(0.27)	21.99	
6 inch meter	33.51	47.84	(0.58)	47.26	
8 inch meter	58.59	83.65	(1.01)	82.64	
Minimum Charge:					
	<u>CCF</u>				
5/8 inch meter	4	5.76	8.20	(0.06)	8.14
3/4 inch meter	6	7.99	11.38	(0.09)	11.29
1 inch meter	10	12.55	17.87	(0.14)	17.73
1 1/2 inch meter	20	24.07	34.27	(0.26)	34.01
2 inch meter	32	38.11	54.26	(0.41)	53.85
3 inch meter	60	66.91	95.29	(0.76)	94.53
4 inch meter	100	105.19	149.86	(1.27)	148.59
6 inch meter	200	203.11	289.44	(2.58)	286.86
8 inch meter	320	324.19	462.05	(4.21)	457.84

RESOLUTION NO. 22-R-07

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF ELKHART, INDIANA, AUTHORIZING THE ADJUSTMENT OF THE RATES AND CHARGES FOR THE USE OF AND SERVICES RENDERED BY THE WATERWORKS OF THE CITY AND APPROVING THE FORM OF AN AMENDING ORDINANCE AND RECOMMENDING ITS ADOPTION BY THE COMMON COUNCIL OF THE CITY

WHEREAS, the City of Elkhart Board of Public Works (the “Board of Public Works”) operates a municipal waterworks utility system (the “Waterworks”) for and on behalf of the City of Elkhart, Indiana (the “City”), for the purpose of furnishing the public water supply to the residents and users pursuant to IC 8-1.5, as amended (the “Act”); and

WHEREAS, on August 10, 2006, the Common Council of the City (the “Common Council”) adopted Ordinance No. 4978 (“Ordinance 4978”) to establish rates and charges for the use of and services rendered by the Waterworks (the “Rates and Charges”); and

WHEREAS, on August 6, 2007, the Common Council adopted Ordinance No. 5048 (“Ordinance 5048”) which amended Ordinance No. 4978 and established new Rates and Charges for the use of services rendered by the Waterworks; and

WHEREAS, on October 16, 2017, the Common Council adopted Ordinance 5620 (“Ordinance 5620”) which further amended Ordinance No. 4978 to incorporate a provision that the unit for measuring water consumption by customers for billing purposes be changed from one hundred cubic feet (ccf) to one hundred U.S. gallons; and

WHEREAS, HEA 1002 enacted by the Indiana General Assembly in the most recent legislative session repeals the Utility Receipts Tax (“URT”) as of July 1, 2022, and Indiana Code 8-1-2-4.2, added to the Indiana Code by HEA 1002 and effective upon passage, requires the City to file a rate adjustment with the Indiana Utility Regulatory Commission (the “Commission”) that provides for the reduction of the Rates and Charges to reflect the repeal of the URT; and

WHEREAS, the City’s municipal advisor, Baker Tilly Municipal Advisors, LLC (the “Municipal Advisor”), has calculated the adjustments to the Rates and Charges to reduce said Rates and Charges as a result of the repeal of the URT; and

WHEREAS, the Board of Public Works, based upon the aforementioned calculations, hereby finds that the Rates and Charges should be decreased as set forth herein and that the Rates and Charges set forth herein are necessary and reasonable and are in compliance with Indiana Code 8-1-2-4.2; and

WHEREAS, a proposed form of an ordinance attached hereto as Exhibit A (the “Ordinance”) modifying the Rates and Charges has been duly considered by the Board of Public Works and found to be satisfactory, and the Board of Public Works desires to recommend the adoption of the proposed Ordinance to the Common Council;

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

SECTION 1. The Board of Public Works recommends to the Common Council that the Rates and Charges be modified as set forth in the proposed form of Ordinance presented to the Board of Public Works at this meeting by the adoption of such Ordinance in substantially the form set forth at Exhibit A.

SECTION 2. The Clerk of the Board of Public Works is hereby directed to present a copy of this Resolution along with the form of the proposed Ordinance to the Clerk of the City for presentation to the Common Council as soon as may be done.

SECTION 3. All prior resolutions and parts of prior resolutions, insofar as they are in conflict herewith, are hereby repealed.

SECTION 4. This Resolution shall be in full force and effect from and after its passage and compliance with the procedures required by law.

Adopted at the Regular Meeting of the City of Elkhart, Indiana, Board of Public Works held on May ____, 2022, at 229 S. Second Street, Elkhart, Indiana 46516.

CITY OF ELKHART
BOARD OF PUBLIC WORKS

Michael Machlan, President

Chad Crabtree, Vice-President

Jamie Arce

Ronnie Davis

Rose Rivera

ATTEST:

Nancy Wilson, Clerk

EXHIBIT A
FORM OF AMENDING ORDINANCE
(See Attached)

DMS 22526242v2

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 4978, ENTITLED “AN ORDINANCE ESTABLISHING RATES AND CHARGES FOR THE USE OF AND SERVICES RENDERED BY THE WATERWORKS OF THE CITY OF ELKHART, INDIANA,” AS AMENDED TO DATE, BY REPLACING APPENDIX A – THE SCHEDULE OF RATES AND CHARGES TO REFLECT THE REPEAL OF THE UTILITY RECEIPTS TAX

WHEREAS, the City of Elkhart, Indiana (the “City”), has heretofore constructed and now owns and operates a municipal waterworks utility system (the “Waterworks”) by and through the City’s Board of Public Works (the “Board”), furnishing the public water supply to the City and its inhabitants, pursuant to the provisions of Indiana Code 8-1.5, as amended (the “Act”); and

WHEREAS, on August 10, 2006, the Common Council of the City (the “Common Council”) adopted Ordinance No. 4978 (“Ordinance 4978”) to establish rates and charges for the use of and services rendered by the Waterworks (the “Rates and Charges”); and

WHEREAS, on August 6, 2007, the Common Council adopted Ordinance No. 5048 (“Ordinance 5048”) which amended Ordinance No. 4978 and established new Rates and Charges; and

WHEREAS, on October 16, 2017, the Common Council adopted Ordinance 5620 (“Ordinance 5620”) which further amended Ordinance No. 4978 to incorporate a provision that the unit for measuring water consumption by customers for billing purposes be changed from one hundred cubic feet (ccf) to one hundred U.S. gallons; and

WHEREAS, HEA 1002 enacted by the Indiana General Assembly in the most recent legislative session repeals the Utility Receipts Tax (“URT”) as of July 1, 2022, and Indiana Code 8-1-2-4.2, added to the Indiana Code by HEA 1002 and effective upon passage, requires the City

to file a rate adjustment with the Indiana Utility Regulatory Commission (the “Commission”) that provides for the reduction of the Rates and Charges to reflect the repeal of the URT; and

WHEREAS, the City’s municipal advisor, Baker Tilly Municipal Advisors, LLC (the “Municipal Advisor”), has calculated the adjustments to the Rates and Charges to reduce said Rates and Charges as a result of the repeal of the URT; and

WHEREAS, on May 2, 2022, the Board of Public Works adopted Resolution No. _____, wherein the Board recommends that the Common Council amend Appendix A of Ordinance 4978, as amended by Ordinance No. 5048 and further amended by Ordinance No. 5620, to reduce the Rates and Charges as recommended by the Municipal Advisor; and

WHEREAS, the Common Council finds that the amendments to the Rates and Charges are necessary and reasonable and are in compliance with the requirements of Indiana Code 8-1-2-4.2;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF ELKHART, INDIANA, AS FOLLOWS:

Section 1. Appendix A – Schedule of Rates and Charges of Ordinance No. 4978, as amended by Ordinance No. 5048 and further amended by Ordinance No 5620, is hereby deleted in its entirety and replaced with the Appendix A, attached hereto and made a part hereof. The Rates and Charges set forth on Appendix A are hereby adopted and established as the rates and charges for the use of and the services provided by the Waterworks.

Section 2. In the event the Rates and Charges of the Waterworks approved by the Commission shall differ from the Rates and Charges approved herein, the Common Council hereby approves said Rates and Charges as adjusted by the Commission without further action of the Common Council.

Section 3. All ordinances and parts of ordinances in conflict with this Ordinance are repealed; provided, however, that the existing Rates and Charges of the Waterworks shall remain in full force and effect until the Rates and Charges approved by this Ordinance shall be approved by order of the Commission and until such time as the order of the Commission approving the Rates and Charges approved by this Ordinance shall direct.

Section 4. This Ordinance shall take effect upon its passage by the Common Council, approval by the Mayor and publication according to law.

Arvis Dawson, President of the Common Council

ATTEST:

Debra D. Barrett, City Clerk

PRESENTED by me to the Mayor of the City of Elkhart, Indiana, on this ____ day of _____, 2022.

Debra D. Barrett, City Clerk

THIS ORDINANCE approved and signed by me on the ____ day of _____, 2022.

Rod Roberson, Mayor

ATTEST:

Debra D. Barrett, City Clerk

APPENDIX A
ELKHART MUNICIPAL WATER UTILITY
Schedule of Rates and Charges

(A) *Monthly metered rates.* Each customer shall be charged the following rates based upon the use of water supplied by the Municipal Water Utility. Customers will be billed in either ccf (ccf equals 100 cubic feet) or 100 gallons.

<u>Block Schedule</u> <u>(as per 100 ccf)</u>	<u>Rates per</u> <u>100 ccf</u>	<u>Block Schedule</u> <u>(as per 100 Gallons)</u>	<u>Rates Per</u> <u>100 Gallons</u>
First 40 ccf	\$1.47	First 299 Gallons	0.1965
Next 740 ccf	\$1.13	Next 5535 Gallons	0.1511
Next 680 ccf	\$.90	Next 5086 Gallons	0.1213
Over 1460 ccf	\$.76	Over 10920 Gallons	0.1016

(B) *Service charge.* Each user is subject to the following service charge per month which is added to the volume charge in excess of a minimum user.

<u>Meter Size (inches)</u>	<u>Monthly Rates</u>
5/8	\$2.26
3/4	\$2.47
1	\$3.03
1-1/2	\$4.61
2	\$6.81
3	\$13.13
4	\$21.99
6	\$47.26
8	\$82.64

(C) *Minimum charge.* Each user shall pay a minimum charge according to the following meter size for which the user will be entitled to the quantity of water shown for each month. This charge includes the monthly service charge listed in division (B) of this section.

<u>Meter Size (inches)</u>	<u>Water Allowance CCF</u>	<u>Monthly Charge</u>
5/8	4	\$8.14
3/4	6	\$11.29
1	10	\$17.73
1-1/2	20	\$34.01
2	32	\$53.85
3	60	\$94.53
4	100	\$148.59
6	200	\$286.75
8	320	\$457.84

(D) *Municipal and public fire hydrants.*

(1) Each user shall pay a charge according to the following meter size as shown below.

<u>Meter Size (inches)</u>	<u>Annual Charge</u>	<u>Monthly Charge</u>
5/8	\$33.12	\$2.76
3/4	\$36.36	\$3.03
1	\$46.32	\$3.86
1-1/4	\$52.92	\$4.41
1-1/2	\$59.76	\$4.98
2	\$96.12	\$8.01
3	\$364.56	\$30.38
4	\$464.04	\$38.67
6	\$696.12	\$58.01
8	\$961.20	\$80.10

(2) Private fire hydrants - per hydrant:

<u>Annual Charge</u>	<u>Monthly Charge</u>
\$338.04	\$28.17

(E) *Private fire protection service (automatic sprinkler system):*

<u>Line Size (inches)</u>	<u>Annual Charge</u>	<u>Monthly Charge</u>
2	\$37.20	\$3.10
4	\$151.80	\$12.65
6	\$338.04	\$28.17
8	\$601.68	\$50.14
10	\$939.72	\$78.31
12	\$1,351.92	\$112.66

(F) *Temporary users.* Water furnished to temporary users, such as contractors and the like, shall be charged on the basis of the metered rates as metered or estimated by the utility manager.

M E M O R A N D U M

DATE: April 26, 2022
TO: Board of Public Works
FROM: Daragh Deegan, Aquatic Biologist
RE: **2021 Aquatic Community Monitoring Report**

The 2021 Elkhart-South Bend Aquatic Community Monitoring Report has been prepared and is being presented for acceptance by the Board. In an effort to save paper, I will email each board member an electronic version of the report prior to the Board Meeting. Once accepted by the Board, the report will be posted on the City website and will be distributed to our partners with the City of South Bend, along with other community partners and supporters.

The following is requested from the Board of Public Works:

Accept the 2021 Aquatic Community Monitoring Report.

M E M O R A N D U M

DATE: April 26, 2022
TO: Board of Public Works
FROM: Daragh Deegan, Aquatic Biologist
RE: **Contract for 2022 Elkhart Area Macroinvertebrate Processing**

One of the methods the Aquatics Program uses to assess local stream health is to sample macroinvertebrate communities. Each year our program collects 22 macroinvertebrate samples and sends them to Midwest Biodiversity Institute (MBI) for lab identification and processing. As indicated in the attached contract, the cost for this service is \$21,696.07. The contract was reviewed and approved by our legal department.

The following is requested from the Board of Public Works:

Approve the contract provided by Midwest Biodiversity Institute for 2022 Elkhart Area Macroinvertebrate Processing at a cost of \$21,696.07.

To: Daragh Deegan, City of Elkhart
From: Chris Yoder, MBI
Subject: Contract for 2022 Elkhart Area Macroinvertebrate Sample & Data Processing
Date: April 16, 2022

The City of Elkhart Public Works and Utilities has requested the assistance from the Midwest Biodiversity Institute (MBI) in determining the relative condition of the macroinvertebrate communities at 22 locations on various rivers and streams in Elkhart and St. Joseph Counties, Indiana in 2022. MBI will provide the services to accomplish this work for the fees listed below:

Task	Description	Fee
Mobilization & Planning	<ul style="list-style-type: none">• Project management• Pre-lab preparations• Purchase and send HDs	\$1,266.44
Macroinvertebrate Sample Processing	<ul style="list-style-type: none">• Sample processing – taxonomy & enumeration• Lab supplies	\$19,272.70
Data Processing & Reports	<ul style="list-style-type: none">• Data entry• Data management & ICI/taxa report outputs	\$1,156.93
Total		\$21,696.07

Deliverables from MBI include processing 22-HD samplers provided by City of Elkhart personnel. MBI will purchase and send HDs to Elkhart prior to the sampling season. MBI's senior macroinvertebrate taxonomists will identify to the lowest practicable level. MBI will provide data management and report ICI scores, metrics, and assemblage composition via database files.

Governing Law—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:

- a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
- b. Peter A. Precario, Executive Director, Midwest Biodiversity Institute, 4673 Northwest Parkway, Hilliard Ohio 43026.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

Midwest Biodiversity Institute
4673 Northwest Parkway
Hilliard, OH 43026

By: Peter A. Precario



Title: Executive Director

Date Signed: April 16, 2022

City of Elkhart, Indiana acting by and through its
Board of Public Works

By: _____

Title: _____

Date Signed: _____

M E M O R A N D U M

DATE: April 26, 2022
TO: Board of Public Works
FROM: Daragh Deegan, Aquatic Biologist
RE: **Contract for 2022 Fish Tissue Lab Analysis**

Every year the Aquatics Program collects fish tissue samples to determine the level of contaminants in fish tissue. This information is used to determine the safety of eating fish for local residents and is shared with the State Department of Health for inclusion in the Fish Consumption Advisory for local waterways.

The attached contract for \$6,155.00 from Pace Analytical is for laboratory processing and analysis of 10 samples for various contaminants, including mercury, PCBs, heavy metals, and chlorinated pesticides. The contract was reviewed and approved by our legal department.

The following is requested from the Board of Public Works:

Approve the contract provided by Pace Analytical Services for 2022 Fish Tissue Analysis at a cost of \$6,155.00.



1241 Bellevue St, Suite 9
 Green Bay, WI 54302
 Phone: 920-469-2436
 Fax: 920-469-8827

Quote Prepared for:

City of Elkhart, Works & Utilities Department
 1201 S. Nappanee St.
 Elkhart, IN 46516

Daragh Deegan
 (574) 322-4774
 daragh.deegan@coei.org

Pace® Contact Information

Account Executive
 Mary Christie
mary.christie@pacelabs.com

Project Manager
 Tod Noltemeyer
tod.noltemeyer@pacelabs.com
 (608) 232-3300

Project Information

Quote Name	00111470 - City of Elkhart_2022-2023 Fish Tissue	Created Date	4/20/2022
Quote Number	00111470	Expiration Date	12/30/2022
Project Location	IN	Shipping Information	Client ships such that samples are received frozen.
Special Instructions	Analysis of 10 whole fish samples + MS/MSD.	Report Level	QC4
		EDD Requirements:	Pace Standard EDD
		Certification Requirements	NELAC

Minimum Laboratory Fee

\$250

Quote Details

Quantity	Method	Product	Line Item Description	Sales Price	Sub-Total	Total-Price
12.00	EPA 6020	Metals by ICP-MS (each metal)	cost includes Cd, Cr, Cu, Pb, Ni, Se, Ag, Zn	\$90.00	\$1,080.00	\$1,080.00
12.00	EPA 7471	Mercury by CVAA (includes Prep Charge)		\$30.00	\$360.00	\$360.00
12.00	EPA 8082	PCB Aroclors		\$125.00	\$1,500.00	\$1,500.00
12.00	EPA 8081M	Pesticides, Organochlorine (EPA TCL 3.4 List)		\$200.00	\$2,400.00	\$2,400.00
10.00	Pace SOP	Moisture Content		\$12.00	\$120.00	\$120.00
10.00	Pace SOP	Biota Tissue Homogenization (incl. fish filleting)		\$35.00	\$350.00	\$350.00
10.00	N/A	Enhanced Reporting	Level 4 Data Package	\$30.00	\$300.00	\$300.00
10.00	N/A	Sample Disposal		\$3.00	\$30.00	\$30.00
1.00		Environmental Impact Fee (Per Invoice)		\$15.00	\$15.00	\$15.00



Grand-Total

\$6,155.00

Additional Pricing Considerations:

If you have specific questions about any conditions noted below, please contact your Pace Analytical Representative.

- Unless accepted, signed and returned, or unless noted above, proposal expires 60 days from Created Date above.
- Quoted prices include standard Pace Analytical QA/QC, reporting limits, compound lists and standard report format unless noted otherwise.
- If project specific MS/MSD samples are submitted, they may be billable.
- Volatile soils need to be frozen within 48 hours of collection. To facilitate this, they should be submitted to the lab within 40 hours of collection.
- TAT (Turn Around Time) is in working days unless otherwise specified above.
- To ensure requested TAT is available, please coordinate with your Pace Analytical representative at time of sample submittal.
- Any deviation from the above quoted scope of work, including sample arrival date and volume, may result in adjustment of prices.
- Please include Quote Number on Chain-of-custody to ensure proper billing.
- Pricing includes standard delivery of bottle/sample kits and coolers.
- Charges will apply for non-standard shipping and for projects where shipping exceeds 10% of the total analytical costs of the shipment.
- PACE RESERVES THE RIGHT TO SURCHARGE ON CREDIT CARD PAYMENTS BASED ON CARD TYPE AND ZIP CODE.

Pace Analytical Terms and Conditions

These Standard Terms (Terms) govern all services that Pace Analytical _____ ("Lab") will perform on behalf of _____ ("Client"), and supersede any other written provisions (including purchase/work orders) related to the services, as well as all prior discussions, courses of dealing, and/or performance, unless a separate, executed agreement for the same or similar services already exists between the Lab and Client (collectively "the Parties), or the Parties subsequently agree to terminate or amend these Terms, as allowed in Sections 9 and 11, respectively.

1. Definitions:

Chain of Custody (COC): A document evidencing the collection, handling, delivery, etc. of a sample or Sample Delivery Group

Holding Time: The maximum amount of time a sample may be stored before being analyzed.

Sample Delivery Acceptance (SDA): The date and time when Lab officially receives a sample or Sample Delivery Group, as evidenced by either a notation on the Chain of Custody or an entry in the Lab's information management system (LIMS).

Sample Delivery Group (SDG): A set of samples normally shipped and reported to the Lab as a group.

Turnaround Time (TAT): The maximum allowable period within which Lab must report out its analytical testing results to Client, calculated from the date of SDA.

2. Client's Obligations:

a. To initiate Lab's services, Client must reference a quotation number (if applicable) and complete one of the following steps:

- Submit a completed purchase order by:
 - hand (i.e., in person)
 - mail, or
 - e-mail; or
- Place an order by:
 - telephone
 - e-mail, or
 - delivering a sample (or SDG) to Lab and completing the COC

b. Subject to occasional, mutually agreed-upon exceptions, Client must give five (5) days' prior notice for each sample delivery and provide the following information:

- Name of the responsible project manager
- Name of the person submitting the sample
- Name/location of collection site
- Date and time of collection
- Specific testing being requested, and
- Sufficient details about reporting requirement(s).

c. Client shall also:

- Remain liable for any loss or damage to sample(s) until SDA (including that which may occur as a result of third-party shipping delays)
- Pay all invoices in full on a net 30 basis or as otherwise agreed in writing
- Notify Lab about any disputed charges or results within 30 days of receiving applicable invoice
- Reimburse Lab for any costs* related to delinquent payments
- Demonstrate its (or, if applicable, the Prime Client's) credit worthiness by accessing the following link: <https://www.pacelabs.com/my-account.html> and clicking on "Client Profile Information." (Note: Client must pre-pay for services pending completion of this process and Lab's approval of a credit line.)
- Pay for any services it orders on any already analyzed sample



- vii. Obtain Lab's written consent before assigning billing or payment of Lab services to any third party, (failure to do so shall mean Client remains responsible for the payment of any outstanding balance)
- viii. Refrain from using any of Lab's supplies (e.g., containers) in connection with any non-Lab work
- ix. Ensure that any sample(s) containing any known hazardous substance is (are) labeled, packaged, manifested, transported, and delivered to Lab in accordance with all applicable regulations
- x. Obtain Lab's prior written consent before publishing Lab's name and/or any data
- xi. Reimburse Lab for any out-of-scope services and related expenses (e.g., defending its analytical results or responding to a subpoena for documents and/or expert testimony)
- xii. Excuse Lab for any failure or delay in its performance caused by someone or something outside its control, e.g., a third party or "Force Majeure" event or circumstance, such as natural disasters or government shutdowns; and
- xiii. Accept responsibility for any claims, damages, losses, expenses*, etc. to the extent caused by Client's: breach of these Terms; negligence or willful misconduct (includes Client's use of Lab data for anything other than the specific purpose for which it was intended), or violation of applicable laws.

3. Lab's Obligations:

Lab shall:

- a. Perform its services in accordance with generally accepted analytical and environmental laboratory practices and professionally recognized standards.
- b. Identify on quotation if services will be sent to another Lab location or to a third party.
- c. Promptly notify Client of any:
 - i. Missing sample or otherwise compromised sample(s)
 - ii. Significant delays or other issues affecting Lab's services, or
 - iii. Subpoena or similar demand for Lab compliance
- d. Maintain high-quality services.
- e. Prepare and keep accurate records.
- f. Obtain/maintain any permit(s), license(s), or certification(s).
- g. Charge its fees on a net 30 basis (unless otherwise agreed).
- h. Impose a one and one half percent (1.5%) per month late charge on any unpaid balances.
- i. Assess a two and one half percent (2.5%) surcharge on any payments made by credit card. (Client can avoid this charge by paying with a debit card, an e-check/check by phone, a wire transfer, or an ACH payment.)
- j. Invoice Client for each sample or SDG as reported.
- k. Assume risk of loss or damage to any Client sample(s) upon SDA.
- l. Initiate analysis within established holding times – so long as SDA occurred within 48 hours of collection or the first half of the maximum allowed holding time.
- m. Indemnify Client for any claims, damages, losses, expenses*, etc. to the extent they were caused by Lab's breach of these Terms, negligence or willful misconduct, or the negligence and willful misconduct of persons for whom Lab is legally responsible.
- n. Warrant the results, with the express understanding that this warranty is exclusive and does not extend to any merchantability or fitness for a particular purpose.

4. Lab's Discretionary Actions:

Lab may:

- a. Cease all services, including any release of data, if Client does not pay as agreed
- b. Reject or rescind any SDA if Lab decides sample poses a risk
- c. Charge or bill Client directly for:
 - i. Any supplies (including containers) that are not used or returned
 - ii. Expedited outbound/return shipping for any sample that is not time-sensitive
 - iii. Disposal of any air samples that have not been reclaimed within seven (7) days of Lab's SDA thereof
 - iv. Disposal of any other samples that have not been reclaimed within 21 days of Lab's SDA thereof, or as otherwise required
 - v. A minimum fee for invoicing and/or handling samples
 - vi. A sample that underwent SDA, but was not analyzed, at Client's direction
 - vii. Additional shipping and handling as deemed necessary
 - viii. Change in scope and/or rescheduling fees
 - ix. Minimum fees or additional surcharges as necessary
 - x. Reasonable attorneys' fees
 - xi. Project resampling related to missed deliveries, etc.
 - xii. Off cycle pricing increase dictated by the market
 - xiii. Any request for re-analysis following release of the report if the results are within the variability of the method (or acceptable parameters)
- d. Return unused portions of samples found or suspected to be hazardous to Client, at Client's cost.
- e. Retain Client's unreleased data and/or cancel Client's web portal access pending payment in full.
- f. Increase prices on an annual basis to support market-driven cost-increases.

5. Multiple Dilutions: Lab will report a single value for each analyte based on the most appropriate analysis or dilution for that analyte. Based on general screening where appropriate, samples will be reported on a dilution-only basis due to concentrations of target analytes present. Lab may attempt a 10-fold more concentrated analysis if practicable. Client may also request and pay for additional dilutions if practicable.



6. Confidentiality: The Parties agree that they will take all reasonable precautions to prevent the unauthorized disclosure of any proprietary or confidential information of each other and that they will not disclose such information except to those employees, subcontractors, or agents who have expressly agreed to maintain confidentiality.

7. Governing Law: These Terms shall be construed and interpreted pursuant to the laws of the State of [Indiana](#) without giving effect to the principles of conflicts of law thereof.

8. Term: The Parties shall perform the services identified in the applicable purchase order or other agreement until completed or terminated in accordance with Section 9. below

9. Termination:

- a. Either party may terminate these Terms upon 30 days' prior written notice.
- b. Lab may immediately terminate for any breach by Client, including its failure to pay within 60 days of Lab's dated invoice.

10. Limitation of Liability:

- a. If a court of competent jurisdiction finds that Lab failed to meet applicable standards and if Client suffers damages as a result, Lab's aggregate liability for its negligence or unintentional breach of contract shall not exceed the total fee paid for its services.
- b. This limitation shall not apply to any Client losses arising from Lab's negligence or willful misconduct, so long as Client:
 - i. Notifies Lab of any issue within thirty (30) days of receiving applicable invoice, and
 - ii. Allows Lab to defend its data, even to a regulatory agency that may have previously rejected same.
- c. Notwithstanding the foregoing, neither Lab nor Client shall be liable to the other for special, incidental, consequential, or punitive damages.

11. Amendment/Change Order: Any attempt to modify, vary, supplement, or clarify any provision of these Terms is of no effect unless reduced to writing and signed by both Parties.

12. Storage of Data: Following final report issuance, Lab will retain back-up data and final test reports for ten (10) years in a format from which the data and/or test report can be reproduced.

13. Intellectual Property: Lab shall retain sole ownership of any new method, procedure, or equipment it develops or discovers while performing services for Client pursuant to these Terms. Lab may, however, grant a license to the Client for its use of same.

14. Non-competition: Client shall not solicit or recruit any Lab personnel for at least 12 months following the termination of the services governed by these Terms.

15. Non-assignment: Neither party may assign or transfer any right or obligation existing under these Terms without prior written notice to the other party, except that Lab may freely transfer the services to another Lab location or, with Client's permission, subcontract the services to a third-party.

16. Insurance: Lab carries insurance with the limits of coverage as indicated below and will, upon Client's request, submit certificates of insurance showing same.

- a. General Liability - \$1,000,000 each occurrence; \$2,000,000 general aggregate;
- b. Personal and Advertising Injury - \$1,000,000;
- c. Automobile Liability - \$1,000,000 combined single limit;
- d. Excess Liability Umbrella - \$5,000,000 aggregate; \$5,000,000 each occurrence;
- e. Worker's Compensation Insurance - statutory limits; and
- f. Professional Liability \$5,000,000 aggregate, \$5,000,000 per claim.

17. Miscellaneous Provisions:

- a. In the absence of an executed agreement between the Parties, the SDA will constitute acceptance of these Terms by Client.
- b. The Parties may use and rely upon electronic signatures and documents for the execution and delivery of these Terms and any amendments, notices, records, disclosures, or other documents of any type sent or received in accordance with these Terms.
- c. The Parties are at all times acting and performing as independent contractors; neither one shall ever be considered an agent, servant, employee, or partner of the other.
- d. These Terms shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.
- e. The parties' compliance with a subpoena or other order shall not violate any requirement for confidentiality between the Parties.
- f. If any Term herein is invalidated or deemed unenforceable, it shall not affect the validity or enforceability of the other Terms.
- g. Client is subject to Indiana's Access to Public Records Act and any documents or records associated with the services will be subject to public access. This Agreement may also be discussed at meetings that are open to the public.

IN WITNESS WHEREOF, Client and Lab have executed this Agreement through their duly authorized representatives as of the last date below:

[Client] _____
By: _____
Name: _____
Title: _____

1241 Bellevue St, Suite 9
Green Bay, WI 54302
Phone: 920-469-2436
Fax: 920-469-8827



Date: _____

Pace Analytical

By: _____

Name: _____

Title: _____

Date: _____

*May include reasonable attorney's fees



City of Elkhart
Public Works & Utilities

To: Members of the Board of Public Works
From: Lynn Brabec, Environmental Compliance Manager LB (uk)
Date: April 26, 2022
Re: FOG Variance Extension Request for Rico's at the Bulldog (F2021-003)

Rico's at the Bulldog, located at 3763 E. Jackson Blvd, became a new food service establishment in March 2021. On February 21, 2021, the Board of Public Works granted Rico's at the Bulldog a 1 year variance to allow the food service establishment time to install a properly sized grease interceptor and control monitoring manhole. In December 2022, staff reached out to Rico's at the Bulldog to remind them of the installation deadline. To date, installation of the properly sized grease interceptor at Rico's at the Bulldog has not occurred. On April 11, 2022, Rico's at the Bulldog submitted an application requesting a variance extension until the "summer or fall" of 2022 from Category A grease interceptor installation requirements and is requesting to continue to utilize the existing septic tank a pseudo grease control device until a grease interceptor is installed later in the summer of this year.

The Pretreatment staff is encouraged by owner's expressed dedication to install a properly sized grease interceptor and control manhole and would support a 6 month variance IF an accompanying Consent Order with Compliance Schedule is developed in partnership with Rico's at the Bulldog.

If a variance is approved, Rico's at the Bulldog would be required to verify compliance with the variance. There is not an existing control manhole on site for Pretreatment Staff to conduct routine sampling, therefore Pretreatment staff recommends annual visual monitoring in the instance that the proper grease control device is not installed within the year. In summary, Pretreatment Staff would support the approval of a 6 month variance request, with a Consent Order to be presented at the next Board of Public Works meeting and visual monitoring.

Board of Works Actions:

Variance Request from Category Sizing A Requirements Approved Denied
If approved,
required to: Annual Visual Monitoring.
required to: Enter into a Consent Order with Compliance Schedule

Approved this _____ of _____ 2022.

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:



FATS, OILS AND GREASE APPLICATION FOR VARIANCE

Received

APR 1 1 2022

ELKHART PUBLIC
WORKS & UTILITIES

PLEASE FILL OUT COMPLETELY & PRINT CLEARLY!
(Incomplete forms will be denied.)

Name of FSE: Rico's at the Bulldog

Name of Owner of FSE: Rico M. Lavagnolo

Physical Address: 3763 E. Jackson Blvd

City: Elkhart State: IN Zip Code: 46516

Mailing Address: Same

City: _____ State: _____ Zip Code: _____

Telephone Number: (574) 320-6754

Email Address: rmivan4@Frontier.com

Is there a control manhole on site? Yes * No

*If yes, please attach a map indicating the location.

Current FSE Category: A B C

Is this variance renewal request? Yes No

Detailed reason for applying. (Please attach additional sheets if necessary.)

We have been having a hard time pinpointing a good date to get it done with contractors, themselves being short labor with issue still from Covid-19. Also trying to accommodate the tenants we have in building so they will need to shut down during this time. would like to get extension till summer or fall time to try to complete this job.

I certify that the information submitted is true, accurate and complete to the best of my knowledge.

Signature: Rico M. Lavagnolo Date: 3-21-2022

Printed Name: Rico M. Lavagnolo

Title: Owner

VARIANCE REQUEST: Approved Not Approved

- Required: Annual Sampling
- Annual Visual Monitoring (to be completed between Jan. 15 and Feb. 15)
- Other: _____

Please Return This Form & Associated Documents To:
Elkhart Public Works & Utilities
Pretreatment Division
1201 S. Nappanee St.
Elkhart, IN 46516



M E M O R A N D U M

DATE: April 21, 2022

TO: Board of Public Works

FROM: Ryan Clussman, Right-of-Way Engineer *RC*

RE: **Change Order Request #3 and final: Franklin Street Resurfacing CCMG project – Bid #21-25**

Attached is change order request #3 and final for the Franklin Street Resurfacing CCMG project. This change order is for additional work by Rieth-Riley Construction Co., Inc.

This change order is for additional paint that was needed and an adjustment to the final quantities..

This change order request is for a decrease of \$38,735.54 to the current contract price of \$703,427.23. Approval of change order #3 and final would decrease the current contract price to \$664,691.69, resulting in a 6.1% increase from the original contract price of \$626,548.35.

It is requested the Board of Public Works:
approve Change Order #3 and final and release all retainage for the Franklin Street Resurfacing CCMG project, Quote #21-25, for a decrease of \$38,735.54 bringing the final contract price to \$664,691.69.

CITY OF ELKHART

PUBLIC WORKS & UTILITIES

Change Order No. # 3 and Final
Dated 4/12/2022

Project: FRANKLIN STREET RESURFACING CCMG PROJECT Contract No. 21-25

To: RIETH-RILEY CONSTRUCTION CO., 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

CO3. Line, Paint, Solid White (6"0	\$2,524.00
Adjustment to final quantities.	\$ (41,259.54)
TOTAL	\$ (38,735.54)

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

Original Contract Price	\$ 626,548.35
Contract Price Prior to this Change Order	\$ 703,427.23
Net change resulting from this Change Order	\$ (38,735.54)
Current Contract Price including this Change Order	\$ 664,691.69
Current Contract Price % Change from Original Price	6.1%
Contract Time prior to this Change Order	NO CHANGE (Days or Time)
Net Time change resulting from this Change Order	NO CHANGE (Days)
Current Contract Time including this Change Order	NO CHANGE (Days or Time)

The above changes are approved:

Public Works & Utilities

BY: Ryan W. Chapman
Engineer

4/14/22
DATE

The above changes are accepted:

By: Paul Han
Contractor

4-14-22
DATE

LEASE AGREEMENT

(Depot - 1B)

This Lease Agreement ("Lease") is made and entered into on this ____ day of _____ 2022, by and between the City of Elkhart, Indiana acting by and through its Board of Public Works (hereinafter "City") and the Elkhart Art League, Inc., a non-profit corporation (hereinafter "Tenant").

In consideration of the mutual promises contained herein, City hereby agrees to and does lease to Tenant, and Tenant hereby agrees to and does lease from City, the western portion of the first floor, more commonly known as Suite 1B, located at the Depot, 131 Tyler Street, Elkhart, Indiana, upon the following covenants, terms and conditions:

1. **Term**- The initial term of this lease shall be for one (1) year and shall begin on January 1, 2022, and end on December 31, 2022. Tenant may elect to terminate this Lease prior to December 31, 2023, by giving notice of such election to the City at least 180 days prior to the effective date of such election and paying damages in the amount of Two Hundred Dollars (\$200.00) for each month remaining in the initial term. Notwithstanding any other provision of this Lease, this Lease may be terminated at any time by the written mutual agreement of City and Tenant. Notwithstanding any other provision of this Lease, the City may at any time unilaterally terminate this lease by providing Tenant with 180 days notice of intent to terminate this Lease agreement. Subject to the City's right to terminate, Tenant shall have the option of renewing this Lease for successive one (1) year terms provided that notice of the renewal is given by the Tenant to the City at least 120 days before the end of the then current term. The maximum term of this Lease (including renewals) is five (5) years ending on December 31, 2027.

2. **Payment of Rent**- As rent for the said premises for the one (1) year term, Tenant agrees to pay and City agrees to accept the sum of \$10.00 per year, without relief from valuation or appraisal laws, at the Office of the Controller, 229 S. Second Street, Elkhart, IN 46516, or any other such place as City should designate in writing. The first rental payment is due and payable on or before January 1, 2022 and has been received. Thereafter, the rental payment for each year shall be due and payable in advance on the first day of each year of this lease (including renewals).

3. **Fee for Late Payment of Rent**- Should Tenant fail to pay any rental payment required herein by the fifth day following its due date, a penalty in the amount of ten percent (10%) of the rental payment shall be due and payable in addition to such rental payment. The late payment penalty shall be tendered at the same time as the late rental payment.

4. **Utilities**- City will pay all charges for public utilities services to the premises during the term of this Lease, subject to Tenant's agreement to reimburse the City for those charges. Such utilities shall include, but not be limited to, water, electric, gas, sewer, trash, and recycling. Tenant shall pay the monthly sum of Two Hundred Dollars (\$200.00) as reimbursement for utility services paid by the City. Tenant shall contract for telephone services in its name.

5. **Condition of Premises**- Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the condition of the Premises, or with respect to the suitability of the Premises for the conduct of Tenant's business. Tenant acknowledges that (a) it is fully familiar with the condition of the Premises and agrees to take the same in its condition "as is" as of the Term Commencement Date and (b) Landlord shall have no obligation to alter, repair or otherwise prepare the Premises for Tenant's occupancy or to pay for or construct any improvements to the Premises. Tenant's taking of possession of the Premises shall, except as otherwise agreed to in writing by Landlord and Tenant, conclusively establish that the Premises, the Building and the Project were at such time in good, sanitary and satisfactory condition and repair. Tenant further agrees to keep said premises in a good, clean condition, to commit no waste, to repay the City the cost of all repairs necessitated by the negligent or careless use of said premises and to surrender the premises at the termination of this Lease in like condition as when taken, less reasonable wear and tear and acts of God.

6. **Use of Premises**- Tenant shall use the premises exclusively for Tenant's non-profit activities, and only as such uses are permitted by the Elkhart City Zoning Code, and for no other purpose. Tenant warrants that Tenant will not use or allow third parties to use the premises for any unlawful activities, or engage in or allow third parties to engage in any unlawful conduct on or about the premises. Tenant shall comply with all local, state and federal laws. Tenant shall not use or allow others to use the premises in such a manner as to adversely affect the peaceful enjoyment of real property by neighboring occupants.

7. **Alteration of Premises**- Tenant shall not make, nor cause to be made, alterations, additions, or improvements to the premises, nor incur any expenses for these matters, without the prior written consent of City. In the event City permits alterations, additions, or improvements, unless otherwise agreed, the same shall remain on the premises upon the termination of the Lease and become the property of the City. However, nothing in this provision shall prevent the installation or removal of Tenant's trade fixtures. Tenant shall be responsible for payment of all costs necessary to repair the damage caused by the removal of any trade fixtures.

8. **Maintenance and Repair**- Tenant shall, at his own expense, maintain the premises in as good order and repair as they are in on the date of this Lease, excepting normal wear and tear and acts of God. City shall be responsible for any maintenance of mechanical items and for any repairs necessary to the premises resulting from normal wear and tear. Tenant shall notify City within twenty-four (24) hours of any defect to the premises requiring immediate attention. Tenant shall exercise reasonable care to ensure that any improvements on the premises are not damaged by Tenant or third parties. The City will provide and maintain a minimum of two A-B-C Fire Extinguishers.

9. **Assignment and Sublease**- This Lease shall not be assigned by Tenant nor shall these premises be sublet by Tenant. City reserves the right to assign its interest under this Lease and any sums owing hereunder on the sale or transfer of the leased premises.

10. **Security Deposit**- There shall be no Security Deposit required.

11. **Liability and Indemnification**- Tenant assumes all risks and responsibilities for

accidents, injuries, and death to persons or damage to property occurring on, about or near the premises. City shall not be liable for damage caused by hidden defects or for failing to keep the premises in good order and repair. City shall not be liable for any injury to the Tenant or third parties occurring on, about, or near the premises, irrespective of whether the injury is caused by a defect in the premises needing repairs or arising from any other cause whatsoever; nor shall City be liable for damage to Tenant's property or to the property of any other person which may be located on, about, or near the premises. Tenant agrees to indemnify and hold harmless City and City's agents, successors, and assigns from any and all claims, liabilities, losses, costs, and expenses, including attorney fees, arising from, or in connection with, the condition, use, or control of the premises, including the improvements on the premises, no matter how caused, and for any action done by Tenant, or any agent, invitee, or license of Tenant, or any other party.

12. **Insurance**- Tenant shall procure and maintain at its expense a policy of insurance with a responsible company or companies approved by City, indemnifying and protecting City against loss, claims, actions, suits or damage or damages, including exemplary or punitive damages, claimed to be directly or indirectly, in whole or in part, related to the lease of these premises. Such insurance shall have maximum coverage limits of Two Million Dollars (\$2,000,000.00) for bodily injury to any one person, Five Million Dollars (\$5,000,000.00) in the aggregate, and Three Hundred Thousand Dollars (\$300,000.00) for damage to property. Concurrently with the execution of this Lease, Tenant shall deliver to City, Certificates of Insurance that evidence the insurance and coverage required herein is in effect. As City shall not be responsible for any damage to Tenant's and third party property located on, about or near the premises caused by or resulting from fire, windstorm, lightning or other casualty, Tenant shall be responsible for obtaining appropriate insurance to cover the full replacement cost of all property that may be damaged or destroyed in such event. Tenant assumes any risk of loss for failing to obtain such insurance coverage or an adequate amount of insurance coverage. The City will be responsible for any damage caused by a failure of any of the mechanicals being maintained by the City.

13. **Total Destruction of Premises**- In the event the building is totally destroyed by fire, windstorm, lightning, or other casualty so as to render the premises unusable, this Lease shall terminate. The premises shall be deemed "totally destroyed" when the total cost of rebuilding the premises as determined by the City exceeds eighty percent (80%) of the fair market value of the premises as of the date of the loss.

14. **Partial Destruction of Premises**- In the event the building is partially damaged or destroyed by fire, windstorm, lightning or other casualty so as to render the premises partially unusable, Tenant shall pay a ratable portion of the rental payment for that part of the premises still considered usable, as determined by an independent third party agency acceptable to both City and Tenant, until the damaged or destroyed portion of the premises is restored to its former condition at which time Tenant shall resume paying the full monthly installment. Tenant shall continue paying the monthly utility services reimbursement, regardless of any partial damage to the premises.

15. **Default**- Upon an event of default by Tenant, Tenant shall deliver possession of the premises to Landlord within five days of receiving written notice from City to surrender premises, and City shall have the right to terminate this Lease. However, Tenant shall remain liable for any unpaid rental, penalty or utility services reimbursement. In the event of Tenant's failure to peaceably surrender possession of the premises, City shall have the lawful right to re-enter the premises, at its sole discretion, without being liable to Tenant for such entry, damages or any other payment of any kind whatever. Upon such re-entry, City, either with or without process of law may, (1) expel and remove Tenant or any third party occupying the premises, using such force as may be necessary, and (2) repossess and use the premises as before this Lease, including subletting the premises to a third party, without prejudicing any of the City's remedies which otherwise might be used for arrears of rent or for breach of any covenants, terms and conditions. The following shall constitute events of default:

- a. Failure by Tenant to pay any rental payment, accrued late payment penalty or utility services reimbursement on or before the fifteenth day of any month.
- b. Institution of insolvency proceedings against Tenant, or the adjustment, liquidation, extension or composition or arrangement of debts of Tenants or for any other relief under any insolvency law relating to the relief of debtors; or Tenant's assignment for the benefit of creditors or admission in writing of his inability to pay his debts as they become due; or, administration by a receiver or similar officer of any of the Tenant's property.
- c. Desertion or abandonment by Tenant of any portion of the premises for a period of twenty (20) consecutive days.
- d. Assignment or sublease of the premises to a third party.
- e. Actual or threatened alteration, demolition, waste, or removal of any improvement now or hereafter located on the premises, except as permitted by this Lease.
- f. Dissolution (administratively or voluntarily) of Tenant.
- g. Failure by Tenant to cure any default in the performance of any covenant, term or condition of this Lease within five days after written notice of any default.

16. **Inspection**- Tenant agrees to permit City, its agents or employees, to enter the premises at any reasonable hour for the purpose of inspection, maintenance, repair, alteration, or improvement of the premises.

17. **Signs**- No sign placed upon the property by Tenant shall be in violation of provisions of the Elkhart Zoning or Building Codes. In the event Tenant gives notice to terminate the Lease, City or its agents may install or display a "For Rent" sign on the premises.

Tenant agrees to permit City, or its agents, to show the premises to prospective tenants at any reasonable hour.

18. **Surrender of Premises**- At the expiration or termination of this Lease, or any renewal term thereof, Tenant shall quit and surrender the leased premises in as good a state and condition as they were at the commencement of this Lease, excepting normal wear and tear and acts of God. Tenant shall:

- (1) pay for all telephone services due, up to and including the final day of possession, and have them discontinued,
- (2) ensure that the premises are swept out and adequately cleaned,
- (3) remove all trash or other refuse from the premises,
- (4) lock all doors and windows, and
- (5) return any keys to City or its agent.

19. **Liquidated Damages for Holdover**- In the event that Tenant remains in possession after the termination of this Lease, such holdover period shall constitute a month-to-month tenancy. For such holdover period, Tenant shall pay as liquidated damages Thirty Five Dollars (\$35.00) per day plus the then current utility services reimbursement for each month or part thereof that Tenant remains in possession of the premises, plus costs and expenses incurred by City during the holdover period. This provision shall not be construed as a waiver by City of any right of re-entry nor as an election not to proceed under the remedies provided by this Lease.

20. **General Agreements**-

- a. This Lease shall bind, and inure to the benefit of, the parties and their heirs, personal and legal representatives, and successors and assigns.
- b. This Lease shall be interpreted by the laws of the State of Indiana and any venue for any action related to this Lease shall be in Elkhart County.
- c. Headings are for reference only, and do not affect the provisions of this Lease. Where appropriate, the masculine gender shall include the feminine or the neuter, and the singular shall include the plural.
- d. In the event of Tenant's failure to perform or observe any of the covenants, terms or conditions in this Lease, Tenant shall pay City's attorney fees, costs and expenses, including expenses of preparing any notice of delinquency request for performance, whether or not any legal action is instituted, including by reason of enforcing City's rights hereunder.
- e. City's failure to enforce any of its rights or remedies upon Tenant's breach of any of the covenants, terms or conditions of this Lease shall not be deemed a waiver of those rights or remedies, nor shall its failure bar or abridge any of its rights or

remedies upon any subsequent default.

- f. Any notice, request, instruction, legal process or other document to be given hereunder shall be in writing and deemed sufficiently given when (1) personally served on the person to be notified, or (2) mailed via certified mail.

<u>Tenant</u>	<u>City</u>
Elkhart Art League	Clerk, Board of Public Works
131 Tyler Street, Suite 1B	229 South Second Street
Elkhart, Indiana 46516	Elkhart, Indiana 46516

- g. In computing a time period prescribed in this Lease, the day of the act or event shall not be counted. All subsequent days, including intervening weekend days and holidays, shall be counted in the period.
- h. If any covenants, terms or conditions are held invalid or unenforceable by a court, the remaining covenants, terms or conditions shall not be affected by such an occurrence. Each covenant, term and provision of this Lease shall be given effect and enforced against the breaching party to the fullest extent permitted by law.
- i. This Lease constitutes the entire agreement between the parties and may not be modified except in writing, signed by both parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this Lease.
- j. No provisions in this Lease shall in any way be construed to require City to repair, restore, or rebuild the premises after a fire, windstorm, lightning or other casualty.

(Signature Page Follows)

IN WITNESS WHEREOF, the City, by its Board of Public Works, and Tenant, by its authorized representative(s) execute this Lease Agreement on this _____ day of April, 2022.

**CITY OF ELKHART
BOARD OF PUBLIC WORKS**

Michael Machlan, President

Chad Crabtree, Vice-President

Ronnie Davis, Member

Jamie Arce, Member

Rose Rivera, Member

ATTEST:

Nancy Wilson, Clerk

TENANT:

ELKHART ART LEAGUE, INC.

By: Karin G. Frey

Printed: KARIN G. FREY

Title: PRESIDENT

By: _____

Printed: _____

Title: _____

CITY OF ELKHART

The city with a heart

TO: Board of Public Works
FROM: Elkhart City Attorney
DATE: May 5, 2022
RE: Resolution 22-R-08 Transfer of Tax Sale Parcel 20-06-09-454-001.000-012
(N. 30' Lot 45 Allendale Add'n)

The City acquired the title to Tax Parcel 20-06-09-454-001.000-012 from the County. The parcel was in the tax sale and not purchased. As a result, the tax sale certificates were transferred to the County. The County offered these to the City. Because the parcels were originally placed in the name of the City, rather than in "City of Elkhart, Department of Redevelopment", it is now necessary to transfer these two parcels to the City of Elkhart, Department of Redevelopment so the Redevelopment Commission can complete a sale of this parcel.

The Legal Department respectfully requests the Board of Public Works to:

Approve Resolution 22-R-08 Approving the Transfer of Real Estate to the City of Elkhart, Department of Redevelopment.

RESOLUTION NO. 22-R-08

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS
OF THE CITY OF ELKHART, INDIANA
AUTHORIZING THE TRANSFER OF REAL PROPERTY
TO THE ELKHART REDEVELOPMENT COMMISSION**

Tax Parcel 20-06-09-454-001.000-012 (N. 30' Lot 45 Allendale Addition)

WHEREAS, the Elkhart Redevelopment Commission (the "Commission"), the governing body of the Elkhart, Indiana, Department of Redevelopment (the "Department") 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 (the "Board") has custody of and may maintain all 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 transfer property to 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, by and through the Commission, has presented to the Board, a request for the transfer to the Commission of the vacant lot more particularly described at Exhibit A (the "Property"); and

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

WHEREAS, the Department will adopt 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 described at Exhibit A situated in Elkhart County, Indiana to the City of Elkhart, Department of Redevelopment, shall be, and hereby is, authorized and approved.

2. This Resolution shall be in full force and effect upon its adoption and upon the adoption by the Department of a resolution consistent with the requirements of I.C. § 36-1-11-8.

ADOPTED at a meeting of the Elkhart Board of Public Works held on May 5, 2022 at 229 South Second Street, Elkhart, Indiana 46516.

**CITY OF ELKHART
BOARD OF PUBLIC WORKS**

Michael Machlin, President

Chad Crabtree, Vice-President

Ron Davis, Member

Jamie Arce, Member

Rose Rivera, Member

ATTEST:

Nancy Wilson, Clerk

PROPERTY TO BE TRANSFERRED

EXHIBIT "A"

The North 30 feet of Lot Numbered 45 as the said Lot is known and designated on Allendale Addition to the City of Elkhart; said Plat being recorded in Deed Record 98, page 226 in the Office of the Recorder of Elkhart County, Indiana.

RETURN TO:

Department of Redevelopment
229 South Second Street
Elkhart, Indiana 46516

AUDITOR'S RECORD

TRANSFER NO.: _____
TAXING UNIT: _____
DATE: _____
PARCEL ID: _____

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH, THAT the City of Elkhart, Indiana *the Grantor Conveys and Quit-claims* to City of Elkhart, Department of Redevelopment, a Municipal Corporation, *the Grantee*

for no monetary consideration, the following described real estate in Elkhart County, in the State of Indiana, to-wit:

The North 30 feet of Lot Numbered 45 as the said Lot is known and designated on Allendale Addition to the City of Elkhart; said Plat being recorded in Deed Record 98, page 226 in the Office of the Recorder of Elkhart County, Indiana.

Subject to all easements, restrictions and public rights of way of record.

Tax ID Number: 20-06-09-454-001.000-012

The Grantor herein is a tax-exempt entity and therefore there are no real estate taxes or assessments levied or assessed against the above-designated real estate prior to the date of this deed.

The Grantor hereby conveys the above-described real estate free and clear of all leases, licenses, or other interests, both legal and equitable, subject to all easements, highways as public rights of way or record.

The undersigned state that each is a duly elected official of the Grantor and that each has statutory authority to execute this Deed.

NO SALES DISCLOSURE REQUIRED

Executed this ____ day of _____, 2022.

“GRANTOR”

CITY OF ELKHART, INDIANA

Rod Roberson, Mayor

ATTEST:

Debra Barrett City Clerk

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, personally appeared Rod Roberson and Debra Barrett, the Mayor and City Clerk, respectively, of the City of Elkhart, Indiana, and acknowledged the execution of the foregoing Deed on the ____ day of May, 2022.

_____, Notary Public

Interests in land acquired by:

City of Elkhart,
Department of Redevelopment
229 South Second Street
Elkhart, Indiana 46516

ACCEPTANCE

The Grantee hereby accepts the foregoing Quit Claim Deed.

Executed this ____ day of May, 2022.

“GRANTEE”

DEPARTMENT OF REDEVELOPMENT

Sandra Schreiber, President
Elkhart Redevelopment Commission

ATTEST:

Alex Holtz, Secretary

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, personally appeared Sandra Schreiber and Alex Holtz, known to me to be the President and Secretary of the City of Elkhart Redevelopment Commission, and acknowledged the execution of the foregoing Acceptance on the ____ day of May, 2022.

Gary D. Boyn, Notary Public

This Instrument was prepared by the law firm of Warrick & Boyn, LLP, 861 Parkway Avenue, Elkhart, Indiana 46516, by Gary D. Boyn. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Gary D. Boyn

Roderic Roberson
Mayor

Jamie Arce
City Controller



City Controller's Office
229 S. Second St.
Elkhart, IN 46516

574.294.5471
Fax: 574.294.8491

Memo

To: Mike Machlan, President Board of Works
From: Jamie Arce *ja*
Regarding: Comprehensive Financial Plan – Baker Tilly
Date: April 28, 2022

As part of the City's long term financial planning the City's has partnered with Baker Tilly in the past to assist with the compilation of our Comprehensive Financial and Capital Plans. This process takes a long term, 5 year look at our needs and is a best practice for political subdivisions like the City of Elkhart.

The scope of work that has been agreed to with Baker Tilly has been approved by our Department of Law as an addendum to our master professional service agreement that we have with Baker Tilly and will be paid out of existing budgeted funds.

It is requested that the Board of Works **approve the agreement with Baker Tilly for assistance with completing the comprehensive financial and capital plans for the Civil City.**

RE: Comprehensive Financial Plan

DATE: February 1, 2022

This Scope Appendix is attached by reference to the above named engagement letter (the "Engagement Letter") between the City of Elkhart (the "Client") and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors, LLC ("BTMA") will perform the following services:

A. Capital Plan (Municipal Advisory Services)

1. Confer, as needed, with City officials, department heads, employees, consulting engineers and other individuals to determine the major capital project improvement needs as well as the replacement of existing assets (i.e. rolling stock) of the City in the project planning period (2022-2026) and the estimated costs of those projects. The scope of major capital projects will include, but not necessarily limited to, the Civil City and Economic Development/Redevelopment Commission.
2. With the assistance of the City, determine on a preliminary basis, the availability of any major funds currently on hand and analyze the corresponding reserve requirements and net funds available for capital projects. Make recommendations regarding the use of funds on hand.
3. Estimate the trend of the City's assessed value and corporate property tax rate and circuit breaker tax credits over the course of the capital projects planning period. This analysis will require third party services (i.e., Policy Analytics).
4. Confer with the City's legal counsel and/or its bond counsel in determining alternative methods of financing the proposed capital projects, including the use of bond financing, pay-as-you-go from existing net revenues and potential new/increased revenue sources, funds on hand, grant funding, etc.
5. Prepare a preliminary draft report summarizing our findings, discussing the potential funding alternatives, discussing the potential impact on taxpayers and rate payers, and meeting with City officials, employees, and other advisors for input, thoughts and suggestions.
6. Finalize the report on financing capital projects and project funding alternatives.
7. Meet as needed with the Common Council and City officials to discuss and answer questions on the Capital Plan, its findings, recommendations and alternatives.
8. Meet as needed with City officials and members of the public to explain and answer questions and concerns on the Capital Plan.

B. Comprehensive Financial Plan (Consulting and Compilation Services)

Assist the Client in the development of a five-year financial model as follows:

1. Prepare a cash flow model as detailed in 4 and 5 below for major funds, to include but not limited to:
 - a. General (#101)
 - b. Motor Vehicle Highway (#201)
 - c. Local Road and Street (#202)
 - d. Parks and Recreation (#204)
 - e. Cemetery Operating (#205)
 - f. Aviation Fund (#206)
 - g. Riverboat (#242)
 - h. Rainy Day (#245)
 - i. Public Safety LOIT (#249)
 - j. Special LOIT Distribution (#257)
 - k. Redevelopment District General (#271)
 - l. Cumulative Capital Improvement (#401)
 - m. Cumulative Capital Development (#402)
 - n. Cumulative Fire (#433)
 - o. Economic Development Income Tax (EDIT) (#444)
 - p. Major Moves (#455)
 - q. Redevelopment TIF (#472, #481, #482, #486, #496, #502)
 - r. Fire Pension Funds (#702)
 - s. Police Pension Funds (#703)
 - t. American Rescue Plan Fund
2. Capital Financing Plan: Analyze the Client's capital plan to identify potential opportunities to improve the Client's expected cash flows.
3. Debt Management: Analyze the Client's existing debt structure to identify potential opportunities to restructure or reduce debt service obligations to improve future cash flows.
4. Prepare schedules of cash receipts, cash disbursements and fund balances of all major operating funds of the Client for the years ended December 31, 2020 and December 31, 2021 based upon reports and records of the Client, in order to identify trends in revenues, expenditures and fund balances.
5. Prepare a projection of cash receipts, cash disbursements and fund balances of all major operating funds of the Client for the calendar years 2022 through and including 2026. Projections will include estimates of property tax collections, circuit breaker tax credits, income tax collections and planned expenditures for Client operations, maintenance, capital expenditures and debt service requirements. Projections will also take into account the estimated financial implications due to COVID-19.
6. Recommend a level of minimum fund balances to be maintained.
7. Identify fund balances within non-major funds that may be available to fund General Fund or other operating expenditures and provide a description of the authorized uses of fund balances.
8. Identify potential shortfalls in revenues.

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9. The Plan will include data metrics as determined by the City to provide transparency and the tracking of performance against strategic goals.
10. Provide a written report of our findings and recommendations to the Client and present a summary of the report to the Council.

Compensation and Invoicing

BTMA's fees for services set forth in the Scope Appendix will be:

- A. Fees for services provided as set forth in A and B will be billed at BTMA's standard billing rates based upon the actual time and expenses incurred in an amount not to exceed Fifty Thousand Dollars (\$50,000) without prior approval by the City. Fees due for services provided by third parties will be paid by BTMA and subsequently reimbursed by the City.

Standard Hourly Rates by Job Classification
9/1/2021

Partners / Principals / Directors	\$320.00	to	\$525.00
Senior Managers / Managers	\$205.00	to	\$315.00
Senior Consultants / Senior Financial Analysts	\$165.00	to	\$200.00
Consultants / Financial Analysts	\$140.00	to	\$160.00
Support Personnel	\$100.00	to	\$150.00
Interns			\$110.00

- *Billing rates are subject to change periodically due to changing requirements and economic conditions. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred by BTMA with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. The fees do not include the charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity[®]. Coordination of the printing and distribution of Official Statements or any other Offering Document are to be reimbursed by the Client based upon the time and expense for such services.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

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We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Jeffrey P. Rowe

Jeffrey P. Rowe, Partner

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

RE: **Compilation and Projection Accounting Services**

Compilation of Historical Financial Statements

Our Responsibilities:

The objective of our engagement is to apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America or the cash basis of accounting based on information provided by you.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care when performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We in our sole professional judgement, reserve the right to refuse any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities:

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America or with the cash basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1. The selection of the cash basis of accounting or accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
2. The preparation and fair presentation of financial statements in accordance with the cash basis of accounting or accounting principles generally accepted in the United States of America.
3. The election to omit substantially all disclosures normally included in the financial statements in accordance with the cash basis of accounting or accounting principles generally accepted in the United States of America.
4. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements.

5. The prevention and detection of fraud.
6. To ensure that the Client complies with the laws and regulations applicable to its activities.
7. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
8. To provide us with –
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the Client of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our compilation of your financial statements. You are also responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report:

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

Compilation of a Projection Accounting Services

We will compile, in accordance with attestation standards established by the American Institute of Certified Public Accountants, from information management provides, the projected operating revenues, cash operation and maintenance expenses, non-operating revenues, and debt service coverage or projected operating receipts, operation and maintenance disbursements, non-operating receipts and debt service coverage, and summaries of significant assumptions and accounting policies of the Client. A compilation is limited to presenting, in the form of projected financial statements, information that is the representation of management. We will not examine the projected financial statements and therefore, will not express any form of assurance on the achievability of the projection or reasonableness of the underlying assumptions.

A compilation of a financial projection involves assembling the projection based on management's assumptions and performing certain other procedures with respect to the projection without evaluating the support for, or expressing an opinion or any form of assurance on, the assumptions underlying it.

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If for any reason we are unable to complete our compilation of your financial projection, we will not issue a report on it as a result of this engagement.

A financial projection presents, to the best of management's knowledge and belief, the Client's expected operating revenues, cash operating expenses, non-operating revenues and debt service coverage or operation receipts, operating disbursements, non-operating revenues and debt service coverage for the projection period assuming the construction and financing of the proposed improvement projects. It is based on management's assumptions, reflecting conditions it expects would exist and courses of action it expects would be taken during the projection period assuming management's assumptions concerning future events and circumstances.

Management is responsible for representations about its plans and expectations and for disclosure of significant information that might affect the ultimate realization of the projected results.

Even if the Client construction and financing of the proposed improvement projects were to occur, there will usually be differences between the projected and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. Our report will contain a statement to that effect.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

In order for us to complete this engagement, management must provide assumptions that are appropriate for the projection. If the assumptions provided are inappropriate and have not been revised to our satisfaction, we will be unable to complete the engagement and, accordingly, we will not issue a report on the projection.

We understand that the projection and our report thereon will be used only for presentation to the Indiana State Revolving Program or other designated entities. If management intends to reproduce the projection and our report thereon, they must be reproduced in their entirety, and both the first and subsequent corrected drafts of the document containing the projection and any accompanying material must be submitted to us for approval.

We will assist in preparing the above-described projection of debt service coverage and summaries of significant assumptions and accounting policies of the Client based on information provided by you. The preparation of a financial projection involves the computer processing of, and the mathematical and other clerical functions related to, the presentation of the projection, which is based on management's assumptions. The other services are limited to the preparation services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the projection preparation services, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience evaluate the adequacy and results of the services; and accept responsibility for them.



DATE: May 4, 2022
TO: Board of Works
FROM: Corinne Straight, Director of Communications
RE: SMART Goals: Manager Training with Purple Ink, LLC

As the Roberson administration maintains their commitment to performance-based pay for its staff that is tied to performance evaluations, goal-setting is a key step in the evaluation process. Each department will be responsible for setting "SMART" goals under the umbrella of providing unparalleled service to the people of Elkhart. To accomplish this goal-setting, we are contracting with a SMART goal trainer who will provide guidance to our managers.

We ask for you to approve this contract with Purple Ink, LLC in an amount not to exceed \$3,500 for two two-hour training sessions with City of Elkhart managers.

I will be available for any questions you have on this matter.



April 21, 2022

City of Elkhart Executive Team
Elkhart, IN 46516

Dear Executive Team,

It is our pleasure to submit this proposal to you for training services. Purple Ink specializes in customizable programs that meet the needs of your employees. Included in this proposal is information about our training services as well as our rates and billing process.

Training Services

To assist the City of Elkhart in developing manager's performance management abilities, Purple Ink will develop and facilitate two SMART goals training sessions. These interactive sessions are founded upon proven, best-practice techniques to enhance managers' skills in goal setting and workforce performance capabilities. Session learning objectives are:

- Discuss a model for creating a results-driven environment using goals.
- Learn about, understand the role of, and practice developing SMART goals; define your expectations for employees and understand employee expectations.
- Discover how to influence accountability within your team through goal setting and by involving employees in the SMART goal setting process.

To develop and facilitate the training sessions, Purple Ink will:

- Hold a kickoff meeting with stakeholders up to one hour to discuss the project, learning objectives, roles and responsibilities, and outcomes. We will also select dates for the training sessions during this meeting.
- Craft the curriculum for the training sessions; develop and prepare session materials (PowerPoint slides and participant guide) to be used in their delivery. The participant guide will be provided to the client electronically; client to print guide for distribution in the session.
- Facilitate two, two-hour in-person training sessions on the same day at a pre-determined location in the City of Elkhart; client to establish the training groups; groups not to exceed 20 employees.



- Develop and include interactive activities that will require participants to discuss and apply session learnings with one another; activities may be group and one-on-one experiences.

Total Project Fee: \$3,500 (includes travel time and a 15% municipal discount)

*Mileage, meetings, or work outside of this scope will be an additional fee

Rates and Billing Process

Purple Ink will bill this project in one installment of \$3,500. Payment will be due upon the signed acceptance of this proposal and is expected within ten (10) days of the billing. Mileage outside of the Indianapolis metropolitan area is billed at the current IRS mileage reimbursement rate.

It is our policy to thoroughly discuss, plan, and implement strategies to ensure all parties' expectations are being met. We welcome the opportunity to collaborate with you and your team on this and look forward to your confirmation. The terms, pricing, and other information presented in this proposal are valid up to 90 days after the date of the proposal.

Sincerely,

A handwritten signature in blue ink that reads "Jeremy".

Jeremy York, SHRM-SCP, SPHR
jeremy@purpleinkllc.com
317-313-5980

Proposal Accepted:

Signature

Date

Printed Name



Jeremy York, SHRM-SCP, SPHR

jeremy@purpleinkllc.com

317.313.5980

Strategic | Communication | Achiever | Activator | Input

Jeremy is Purple Ink's Vice President of Talent Strategy and Success and co-author of *The JoyPowered® Organization*. His expertise in defining and understanding the "big picture" enables him to translate business needs into tangible solutions.

Jeremy has over 20 years of experience in human resource strategy and operations. Holding various HR leadership roles, he has worked with and advised all levels of management on critical business and people-related issues. These items include HR strategy, performance management, strategic planning, talent management and acquisition, leadership, and more. With his guidance, organizations have improved employee relations, increased performance, and developed cultures based on mutual trust and respect.

Jeremy earned a bachelor's degree in Organizational Leadership and Supervision from Purdue University and a master's in Management from Indiana Wesleyan University. He is a SHRM-Senior Certified Professional and a certified Senior Professional in Human Resources. Jeremy is an adjunct faculty member for the Department of Organizational Leadership at Indiana University-Purdue University Indianapolis (IUPUI) and is involved in SHRM, HR Indiana SHRM, and IndySHRM.



The Purple Ink Promise

Positivity

We love what we do, and we always work with enthusiasm and a JoyPowered® mindset.

Flexibility

We offer dynamic and forward-thinking HR solutions that can be fully customized to your organizational needs.

Creativity

We bring extensive HR expertise, innovation, and creative solutions to assure maximum success for client initiatives.

Excellence

We lead with honesty and integrity, involving clients in the development and execution of our work to ensure that our clients support, embrace, and believe in our solutions.



About Purple Ink LLC

Purple Ink is a full-service HR consulting firm with a mission to inspire JoyPowered® work. No matter what your needs are, we listen to you and tailor our solutions to you. What we won't change? Our positive approach.

We offer a wide variety of HR services, including:

Consulting. A JoyPowered® workplace means you're not overwhelmed. As HR professionals ourselves, we know your plate is overflowing and you could probably use an extra set of hands (or ten). We're strategic partners for our clients and work with them to build a strong, effective HR infrastructure. We can also help with projects like employee handbooks, investigations, creating HR policies and procedures, and more.

Outsourcing. A JoyPowered® workplace means you can get help when you need it. Have a project you need some extra help with? Need someone to fill in for an HR team member while they're on leave? Just looking for someone who can answer your questions? We've got your back. On-site or off, full- or part-time, we'll give you the HR expertise and support you need.

Recruiting. A JoyPowered® workplace means hiring the best team members possible. We have a network of thousands of candidates, and we can bring our expertise to any and all parts of the recruiting process, including developing an overall recruiting strategy, sourcing candidates, interviewing, and background checks.

Training. A JoyPowered® workplace means not having to sit through boring training sessions. Our engaging, interactive workshops are customizable to any length of time and tailored to your unique needs, and we're always developing new content. Some of our popular training topics are CliftonStrengths®, JoyPowered®, and Diversity and Inclusion.

Career Coaching. A JoyPowered® workplace means being in an organization, career, and role that leverages your strengths every day. We offer customized career search strategies using our "recruiter's eye" to set the groundwork. We work with individuals and companies managing their employees' career transitions. Whether it's resume writing, LinkedIn profile feedback, interview preparation, or salary negotiation, we guide our clients from start to finish.

Coaching. A JoyPowered® workplace means having the opportunity to develop yourself and your career. Our knowledgeable team will partner with you or your team in a thought provoking and creative process that inspires them to maximize their personal and professional potential. Purposeful coaching will focus on achieving goals in areas including CliftonStrengths®, Leadership, and Human Resources.

Learn more about how Purple Ink can help you make your workspace JoyPowered® at www.purpleinkllc.com.