

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

Common Council Chambers

9:00 A.M., Tuesday, May 17, 2022

<https://coei.webex.com/coei/j.php?MTID=m3fbc555b32b82085061229fdca7e2538>

Join by phone: 1-415-655-0001

Meeting Number (access code): 2311 262 5470 Meeting password: BOW22

- I. Roll Call**
- II. Approve Agenda**
- III. Claims & Allowance Docket**
- IV. Minutes** Regular Meeting May 4, 2022
- V. Utilities**
 - a.) Administration
 - Water Utility MRO April 2022
 - Wastewater MRO March 2022
- VI. Engineering**
 - a.) Administration
 - Request Bid #22-16 Lerner HVAC Equipment
 - b.) Right of Way
 - Award Bid #22-05 River Greenway Improvements
 - Change Order #1 River Greenway Improvements Bid #22-05
 - Change Order #2 & Final Riverwalk Boardwalk Bid #21-15
 - c.) Summary
 - Water Assessment Applications
 - Sewer Assessment Applications
 - Driveway Permits
 - Release of Bond
 - Revocable Permits
- VII. New Business**
 - Municipal Band Contract
 - Parking Agreement with Episcopal Church of St. John the Evangelist
- VIII. Use & Event Permits**
 - 7-17- Junk in the Trunk- Public Assembly, Temporary Street Closure
 - 6-25- Corpus Christi Procession Public Assembly, Special Exception from Noise, ESS
 - 6-19- Elkhart Juneteenth Celebration- Public Assembly, Temporary Street Closure, Special Exception from Noise Ordinance
 - 6-4- Blaine Fisher Vigil- Public Assembly, Temporary Street Closure

- 8-6- Kobelco Picnic- Special Exception from Noise Ordinance
- 6-11- Roaring 20's Event- Special Exception from Noise, Temporary Street Closure
- 7-12- Crossroads Recovery Concert- Special Exception from Noise, Public Assembly, Central Green Stage
- 7-9- Elkhart Bike Night- Central Green Park, ESS, EPD, EFD, Temporary Street Closures, Public Assembly, Special exception from Noise
- 7-15 & 7-16-Gateway Mile Autofest- Temporary Street Closures, Public Assembly, City Plaza, Electric, Water, Stage, ESS,
- 2022 Summer Park Series- McNaughton Park Band Shell Special Exception from Noise
- 5-20- Bike to Work Day-Civic Plaza
- 7-2 Independence Day Celebration- Central Green Park Temporary Street Closure, Special Exception from Noise, Public Assembly, ESS, EPD, EFD
- 6-11 MHC Baby Shower at Roosevelt Steam Academy (Drive-Thru) Temporary Street Closure, ESS
- 8-6 MHC Back2School at Roosevelt Steam Academy (Drive Thru) Temporary Street Closure, ESS

IX.


Public Participation

X.

Adjournment

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.

May 11th, 2022 
JAMIE ARCE - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF \$5,375,225.87, AS LISTED ON THE REGISTER ATTACHED HERETO CONSISTING OF 115 PAGES, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 17TH 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 May 17, 2022

Individual Claims Over \$25,000 each:

Fund	Vendor	Description	Amount
101	ST. VINCENTS HEALTH	WELLNESS - FIRE	58,913.21
101	BEC ENTERPRISES	MULTI- HOG	42,495.00
608	BEC ENTERPRISES	SEWER TELEVISIONING TRUCK	276,208.00
526	BERKLEY LIFE & HEALTH	LIFE & HEALTH INS- MAY	77,514.11
444	BORDEN WASTE-AWAY GROUP	TRASH SERVICE	187,816.86
429	DLZ INDIANA, INC	LAWNDALE AREA	31,164.21
526	RELIANCE STANDARD LIFE INS	LIFE INS- MAY	29,918.96
285	RIETH-RILEY CONSTRUCTION	FRANKLIN ST RESURFACE	83,404.35
202	SPECIALTIES COMPANY LLC	GUARDRAIL REPLACEMENT	78,250.00
101	CENTRAL SQUARE TECHNOLOGIES	ANNUAL MAINTENANCE CONTRACT	40,518.96
603	NUGENT, INC	METER PARTS	35,437.44
101	YODER OIL COMPANY INC	GASOLINE	40,474.14
Total Claims over \$25,000			982,115.24
Regular Claims under \$25,000:			709,343.89
Total Regular Departmental Claims:			1,691,459.13

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

MULTIPLE	CITY OF ELKHART TRANSFER	LIABILITY INSURANCE	919,848.00
MULTIPLE	CITY OF ELKHART TRANSFER	INTERNAL TRANSFER	1,220,000.00
101	INDIANA MICHIGAN POWER	ELECTRICITY- CONSOLIDATED	31,257.00
MULTIPLE	ELKHART COUNTY TREASURER	STORM WATER FEES AND TAXES	55,751.54
Total Pre-Approved over \$25,000:			2,226,856.54
Regular Claims under \$25,000:			(582,230.95)
Total Pre-Approved Claims:			1,644,625.59

American Rescue Plan Claims:

176	ANTJUNA COLEMAN	ANTI-GUN	1,250.00
176	APPRAISAL SERVICES	HIVELY APPRAISAL	2,200.00
176	IVERSON C GROVE REAL ESTATE	DEVSVIC APPRAISAL- APRIL	2,500.00
176	PARTNERSHIP RADIO	COVID ADVERTISING	375.00
176	PATHFINDER COMMUNICATIONS	COVID ADVERTISING	900.00
176	PATHFINDER COMMUNICATIONS	COVID ADVERTISING	418.00
176	PATHFINDER COMMUNICATIONS	COVID ADVERTISING	1,275.00

Total American Resuce Plan Claims: 8,918.00

Payroll and Pension Payments:

Fire & Police Pension	392,953.07
Bi-weekly Payroll	1,637,270.08
RETRO PAY	-
Total Payroll:	2,030,223.15

Total All Claims, Internal Payments, and Payroll: \$ 5,375,225.87

(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

Summary of Pending Claims

May 17, 2022

Fund	Vendor	Description	Amount
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Total Pending Claims -

BOARD OF PUBLIC WORKS
Wednesday, May 4, 2022

President Mike Machlan called a regular meeting of the Board of Public Works to order at 9:00 a.m., Wednesday, May 4, 2022. Clerk of the Board Nancy Wilson called the roll. Mike Machlan, Jamie Arce, and Ron Davis attended in person. Chad Crabtree and Rose Rivera were absent. Mike stated the time was after 9:00 a.m. and no more bids would be accepted.

1. Approve Agenda

A motion was made by Jamie Arce and seconded by Ron Davis to approve the agenda. On motion by Ron Davis, seconded by Jamie Arce and carried 3-0, the agenda was amended by adding Board of Works Resolution #22-10, the SRF Loan Program Signatory Authorization Resolution to item 5(A). The amended agenda carried 3-0.

2. Open Bids

Bid #22-14 2022 Utility Material-2

Proof of publication was presented which appeared in The Elkhart Truth on April 16 and April 23, 2022. The following bids were received:

EJ USA Inc. submitted a signed and certified bid summary form with items 1,3 selected.

Etna Supply submitted a signed and certified bid summary form with items 1,2,3,4 & 5 selected.

Ferguson Waterworks submitted a signed and certified bid summary form with items 1,2,3,4 & 5 selected.

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

Quote #22-08 Nappanee Street Guardrail Repair

One quote was received from Specialties Company, LLC for \$17,000.00. On motion by Jamie Arce, seconded by Ron Davis and carried 3-0 the quote was referred to Ryan Clussman to review and report back later in the meeting with an award if possible.

3. Claims & Allowance Docket

On motion by Jamie Arce, seconded by Ron Davis and carried 3-0, the claims & allowance docket was approved in the amount of \$3,112,867.14 consisting of 112 pages as prepared on April 27, 2022 at 11:15 a.m.

4. Minutes Regular Meeting April 19, and Special Meeting April 22, 2022

On motion by Ron Davis, seconded by Jamie Arce and carried 3-0, the minutes from April 19, 2022 were adopted. On motion by Jamie Arce, seconded by Ron Davis and carried 3-0, the Minutes from the Special Meeting April 22, 2022 were adopted.

5. Utilities

(A.) Administration

BOW Resolution 22-07 Regarding Amendment of Water Utility Rates to Address the Repeal of the Utility Receipts Tax

On motion by Jamie Arce, seconded by Ron Davis and carried 3-0, the Board approved Board of Works Resolution 22-07, a Resolution of the Board of Works of the City of Elkhart, Indiana authorizing the adjustment of the rates and charges for

BOARD OF PUBLIC WORKS

Wednesday, May 4, 2022

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.

BOW Resolution 22-10 Signatory Authorization Resolution- SRF PER

On motion by Ron Davis, seconded by Rose Rivera and carried 3-0, the Board approved Board of Works Resolution 22-10, the Signatory Authorization Resolution regarding the SRF Loan Preliminary Engineering Report for Water.

(B.) Aquatics

2021 Aquatic Community Monitoring Report

On motion by Ron Davis, seconded by Jamie Arce and carried 3-0, the Board accepted and placed on file the 2021 Aquatic Community Monitoring Report. Aquatic Biologist Daragh Deegan gave a thorough review of the report noting it is available on the City's website. He thanked the Board, Lynn Brabec, Joe Foy, and the administration for supporting the City of Elkhart Aquatic Program, which is celebrating its 25-year anniversary.

Contract with Midwest Biodiversity Institute

On motion by Ron Davis, seconded by Jamie Arce and carried 3-0, the Board approved the contract provided by Midwest Biodiversity Institute for 2022 Elkhart Area Macroinvertebrate Processing at a cost of \$21,696.07.

Contract with Pace Analytical Services

On motion by Ron Davis, seconded by Jamie Arce and carried 3-0, the Board approved the contract provided by Pace Analytical Services for 2022 Fish Tissue Analysis at a cost of \$6,155.00.

(C.) Environmental Compliance

FOG Variance Extension Rico's at the Bulldog (F2021-003)

A motion was made by Jamie Arce and seconded by Ron Davis to approve a FOG Variance Extension for Rico's at the Bulldog (F2021-003). Megan Kolaczyk explained the need for an extension. They received a variance last February. In April, they requested an extension to later this year due to construction delays. Staff recommends approval and suggests a Consent Order with Rico's for the variance. Mike remembered they originally requested a variance due to some strange plumbing. Megan confirmed they have a septic tank there. Mike asked if the line was inspected. Megan said yes, they televised the line in March and did see a little grease coming out into the sewer main. It was not significant, but there were definite signs of grease. Mike asked if the main itself has created a problem, and Megan responded no, it has not. Fortunately, they are on the high end of the sewer there. The owner Rico lavagnilio came forward to explain his request. They finally got the business open April 5, so they just celebrated one year. He said the septic system is too small and not up to capacity. The contractors in Elkhart County are so busy; the supply chain is a nightmare. Even for the restaurant, they are short on staff and supplies. The contractors are saying October or November easily just for the excavators to come and do what they need to do to dig out the old tank. They are waiting for the excavators. On motion by Jamie Arce seconded by Ron Davis and carried 3-0, the motion was amended to enter into a consent order with compliance schedule and annual visual monitoring. The amended motion carried 3-0. Mike noted the Variance is for six months.

BOARD OF PUBLIC WORKS

Wednesday, May 4, 2022

6. Engineering

(A.) Right of Way

Change Order #3 and Final: Franklin Street Resurfacing CCMG Project Bid #21-25

On motion by Jamie Arce, seconded by Ron Davis and carried 3-0, the Board approved Change Order #3 and final 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.

Award Quote #22-08 Nappanee Street Guardrail Repair

On motion by Jamie Arce, seconded by Ron Davis and carried 3-0, the Board awarded Quote #22-08 Nappanee Street Guardrail Project to Specialties Company, LLC who was the lowest, responsive and responsible bidder with a contract price in the amount of \$17,000.00.

7. New Business

Depot Lease Agreement

On motion by Jamie Arce, seconded by Ron Davis and carried 3-0, the Board approved the Lease Agreement between the City of Elkhart and the Elkhart Art League for \$10.00 per year for rent, and \$200.00 per month for utilities. Jamie explained the terms of the lease.

Board of Works Resolution 22-08 Transfer of Real Estate to the City of Elkhart Department of Redevelopment

On motion by Jamie Arce, seconded by Ron Davis and carried 3-0, the Board approved Resolution 22-R-08 approving the transfer of Real Estate to the City of Elkhart Department of Redevelopment. Chaise Cope explained the reason for the request.

Comprehensive Financial Plan – Baker Tilly

On motion by Jamie Arce, seconded by Ron Davis and carried 3-0, the Board approved an Agreement with Baker Tilly for assistance with completing the comprehensive financial and capital plans for the Civil City.

Contract with Purple Ink, LLC for SMART Goals Training

On motion by Jamie Arce, seconded by Ron Davis and carried 3-0, the Board approved a Contract with Purple Ink, LLC for an amount not to exceed \$3,500.00.

8. Use & Event Permits

On motion by Ron Davis, seconded by Jamie Arce and carried 3-0, the Board approved the following permits:

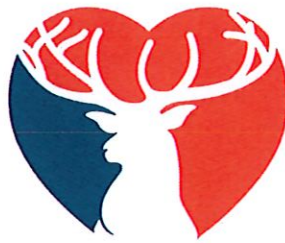
- Friends of Local Police Bridge Banners
- Searcy Birthday Party 5-14 Special Exception from Noise Ordinance

9. Adjournment

On motion by Jamie Arce, seconded by Ron Davis and carried 3-0, the Board of Works adjourned at 10:00 a.m.

Mike Machlan, President

Attest: _____ Nancy Wilson, Clerk of the Board



City of Elkhart
Public Works and Utilities

Memo To Board of Works
Memo From Laura Kolo, Utility Services Manager *LK*
Date May 06, 2022
Subject Water Utility Monthly Report of Operations
for the month of April, 2022


Water Produced

	Monthly Total MG	Daily Avg MGD	Daily Min MGD	Daily Max MGD
North Main	114.641	3.821	2.258	4.954
Northwest	67.745	2.258	1.380	3.533
South	35.327	1.178	0.739	2.171
System	217.71	7.26		

Finished Water Quality Information (Monthly Averages)

	Iron mg/l	Manganese mg/l	Fluoride mg/l	Chlorine mg/l	Orthophosphate mg/l
North Main	0.04	0.032	0.84	1.23	1.29
Northwest	0.09	0.030	0.85	1.13	0.94
South	0.06	0.033	0.87	1.29	1.07
Secondary Std / Target	0.30	0.050	0.8 - 1.0	0.9 - 1.5	0.5 - 1.0



Date Apr 28, 2022
Memo To Board of Public Works
Memo From Laura Kolo, Utility Services Manager 
Subject Wastewater Utility Monthly Report of Operations
for the month of March, 2022

Wastewater MRO Highlights

Parameter	Monthly Avg	Permit Limit
Suspended Solids mg/L	16	30
cBOD5 mg/L	4	25
Phosphorus mg/L	1.0	1.0
Ammonia mg/L	1.23	4.4 (Dec-Apr) 4.2 (May-Nov)
Avg Daily Flow MGD	16.64	Design - 20
Total Monthly Flow MGD	515.88	Report

Incident Reports Filed

Date	Location	Volume (gal)	Cause
3/30/22	123 Lambert	30	bricks and concrete plugging main, contractor hired
3/31/22	116 S Vine	unknown	unidentified obstruction in main

Wet Weather Overflows

Number of Events	Total Overflow Volume (MG)
4	0.34

Permit Violation:

Required Total PO₄ removal for March was 75%

Actual Total PO₄ removal for March was 74.2%.



M E M O R A N D U M

DATE: May 11, 2022
TO: Board of Public Works
FROM: Tory Irwin, Director of Public Works *TI*
RE: **Approval of Specifications and Permission to Advertise Lerner HVAC Equipment – QA7857 – BID #22-16**

The Department of Public Works requests approval of the specifications, and permission to advertise Lerner HVAC Equipment bid.

Due to long lead times on equipment, the City is bidding out the HVAC equipment for the new Lerner HVAC systems separately in order to save a few months of time once the bid for the replacement work is ready.

DLZ is designing the replacement.

This project will be funded through already appropriated 2022 Civil City funds.

It is requested the BOW:

approve the specifications and grant permission to advertise the Lerner HVAC Equipment Bid #22-16.



M E M O R A N D U M

DATE: April 12, 2022
TO: Board of Public Works
FROM: Jacob Wolgamood, Engineering Technician *RC*
RE: Award Recommendation for River Greenway Improvements, Bid #22-05

On April 5th, 2022, bids were opened for the River Greenway Improvements project at the regular Board of Works meeting. Three (3) bids were received at that time and given to the City's Engineering Department for review.

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

Contractor	Total Bid
Rieth-Riley Construction Co., Inc.	\$1,149,523.14
Niblock Excavating, Inc.	\$1,193,781.00
Milestone Contractors North, Inc.	\$1,469,000.00

There were no discrepancies with any of the bids.

Rieth-Riley Construction Co., Inc. was the lowest responsive and responsible bidder. They have successfully completed projects in the past for the City of Elkhart.

It is recommended the Board of Public Works:

Award the River Greenway Improvements project, Bid #22-05, to Rieth-Riley Construction Co., Inc., who was the lowest, responsive and responsible bidder with a contract price in the amount of \$1,149,523.14.



M E M O R A N D U M

DATE: May 11, 2022

TO: Board of Public Works

FROM: Ryan Clussman, Right-of-Way Engineer

RE: **Change Order Request #1: River Greenway Trail Improvements project – Bid #22-05**

Attached is change order request #1 for the River Greenway Trail Improvements project. This change order is for a reduction in the work by Rieth-Riley Construction Co.*
.0, Inc.

This change order is for a reduction in the work to be performed by Rieth-Riley.

This change order request is for a decrease of \$187,491.81 to the current contract price of \$1,149,523.14. Approval of change order #1 would decrease the current contract price to \$962,031.33, resulting in a 16.3% decrease from the original contract price of \$1,149,523.14.

It is requested the Board of Public Works:

approve Change Order #1 for the River Greenway Trail Improvements project, Bid 22-05, for an decrease of \$187,491.81 bringing the current contract price to \$962,031.33.

CITY OF ELKHART

PUBLIC WORKS & UTILITIES

Change Order No. One
Dated 5/11/2022

Project: **River Greenway Trail Improvements**

Contract No. **PA7746**

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

Portland Cement Concrete Pavement, 6"	(\$8,552.39)
Parking Sign	(\$1,441.40)
Kiosk Sign	(\$10,400.00)
Trail Sign	(\$40,150.00)
Mile Marker Sign	(\$19,875.00)
Pole Structure, LED Luminaire	(\$9,215.00)
Handhole	(\$2,600.00)
3" Conduit	(\$4,620.00)
Wiring	(\$3,638.60)
Seeding	(\$20,557.00)
Tree, Planted	(\$5,635.62)
12" Culvert, RCP, CL IV	(\$15,702.00)
Bicycle Rack	(\$7,850.00)
Repair Stand	(\$4,615.00)
Recycled Asphalt Pavement	(\$13,877.50)
Bollards	(\$10,750.00)
18" Wide Thermoplastic Stripe (Bid Alternate)	(\$2,410.80)
4" Wide Stripe, White (Bid Alternate)	(\$2,529.60)
Symbol, Shared Lane Marking (Bid Alternate)	(\$3,071.90)
TOTAL	(\$187,491.81)

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

Original Contract Price	\$ 1,149,523.14
Contract Price Prior to this Change Order	\$ 1,149,523.14
Net change resulting from this Change Order	\$ (187,491.81)
Current Contract Price including this Change Order	\$ 962,031.33
Current Contract Price % Change from Original Price	-16.3%
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: _____
Engineer

DATE

The above changes are accepted:

By: _____
Contractor

DATE



M E M O R A N D U M

DATE: May 11th, 2022

TO: Board of Public Works

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

RE: **Change Order #2 and final Elkhart Riverwalk Boardwalk– Bid #21-15**

Attached is a change order request for the Elkhart Riverwalk Boardwalk project. This change order is for adjustment to final quantities.

This change order is for a reduction in the work performed LaPorte Construction as a result in the adjustment of the final quantities.

This change order request is for a decrease of \$2,212.50 from the original contract price of \$322,760.00. Approval of this change order would decrease the contract price to \$357,547.50, resulting in a 10.8% increase from the original contract price.

It is requested the Board of Public Works approve Change Order #2 and final for the Elkhart Riverwalk Boardwalk project, Bid #21-15, for a decrease of \$2,212.50 bringing the final contract price to \$357,547.50.

CITY OF ELKHART

PUBLIC WORKS & UTILITIES

Change Order No. Two
Dated 5/9/2022

Project: **Elkhart Riverwalk Boardwalk**

Contract No. **21-15**

To: **LaPorte Construction**
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

Adjustment to Final Quantities (\$2,212.50)

TOTAL \$ (2,212.50)

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

Original Contract Price	\$ 322,760.00
Contract Price Prior to this Change Order	\$ 359,760.00
Net change resulting from this Change Order	\$ (2,212.50)
Current Contract Price including this Change Order	\$ 357,547.50
Current Contract Price % Change from Original Price	10.8%
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: *Bryan W. Gussan*
Engineer
5/10/22
DATE

The above changes are accepted:

BY: *[Signature]*
Contractor *Lon Schrad, President*
5/10/22
DATE

B.O.W. SUMMARY
May 17, 2022

Water Assessment Application: J&J Home Builders
63677 CR 15
Goshen, IN 46526
Property: 2767 Burr Oak Ave
Paid in full, \$710.70

Ajmer Singh
3011 Belvedere Rd
Elkhart, IN 46514
Property: 3075 Belvedere Rd
Paid in full, \$690.00

Copper Rock Construction
631 Collins Rd
Elkhart, IN 46516
Property: 1147 N Michigan St
Paid in full, \$16,371.00

Sewer Assessment Application: J&J Home Builders
63677 CR 15
Goshen, IN 46526
Property: 2767 Burr Oak Ave
Paid in full, \$6,835.00

Ajmer Singh
3011 Belvedere Rd
Elkhart, IN 46514
Property: 3075 Belvedere Rd
Paid in full, \$3,000.00

Copper Rock Construction
631 Collins Rd
Elkhart, IN 46516
Property: 1147 N Michigan St
Paid in full, \$57,780.00

Blanca Tovar Hernandez
1203 E Indiana Ave
Elkhart, IN 46516
Property: 1203 E Indiana Ave
Paid in full, \$6,715.00

Patti Piscione
3879 W Timber Ridge Rd
Laporte, IN 46350
Property: 1028 Markle Ave
Paid in full, \$5,155.00

Driveway Permit:	#5035, Owner: Samantha Johnson 2022 Oakland Ave Contractor: Josh McCreary \$600.00 bond by contractor
Release of Bond:	#5035, Contractor: Josh McCreary Property: 2022 Oakland Ave
Revocable Permits:	#6510, Property Owner: Bob Shorter Property: 1649 Florence St Permit Holder: Jack Burger Placing a dumpster in the ROW in front of house #6511, Property Owner: City of Elkhart Property: Indiana Ave, Waurika St to Thomas St Permit Holder: Blood Hound Blocking of sections of the road #6512, Property Owner, N. Wirt Design Property: 503 S Main St Permit Holder: Cothard Construction Placing dumpster in one parking space #6513, Property Owner: Elkhart Community Schools Property: 1735 Strong Ave Permit Holder: Mary Daly School & PTO Placing bleachers on sidewalk for one day

Memo

To: Members of the Board of Public Works
From: Rose M. Rivera, City Attorney
Date: April 28, 2022
Re: Municipal Band Contract

The Elkhart Municipal Band has been providing free public concerts and performances in the community for numerous years. For this public benefit and service, the City has provided the Band with an annual subsidy which is \$55,000 for 2022. Each year, the City and the Band enter into a standard agreement that sets forth the terms and conditions of our arrangement. Attached is the agreement covering the 2022 year.

I am requesting that the Board approve the **2022 MUNICIPAL BAND AGREEMENT**.

2022 MUNICIPAL BAND AGREEMENT

This Agreement made and entered into this 28 day of APRIL, 2022,
by and between the CITY OF ELKHART, INDIANA, an Indiana Municipal Corporation, acting
through its Board of Public Works (the "City"), and the ELKHART MUNICIPAL BAND (the
"Band");

WITNESSETH AS FOLLOWS:

WHEREAS, Band has partnered with the City for the past several years to give public
concerts, performances, and appearances without charge to the public, and

WHEREAS, the partnership between City and Band has been successful and both parties
desire to continue this partnership;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE
PARTIES AS FOLLOWS:

1. The term of this Agreement is from January 1, 2022 to December 31, 2022.
2. During the term of this Agreement, Band will give public concerts, performances,
and appearances, all to the satisfaction of City and without charge to the public.
3. City will provide reasonably adequate equipment and facilities to Band for
performances.
4. Band shall provide all instruments, music, and uniforms and Band shall be
responsible for the payment of any licensing or royalty fees attributable to the musical
compositions performed by Band.
5. City will pay to Band an annual sum of Fifty Five Thousand and no/100 Dollars
(\$55,000.00) for the calendar year of this Agreement. The City will make eleven (11) equal

installments of Four Thousand Five Hundred Eighty-four and no/100 Dollars (\$4,584.00) and a final twelfth (12th) payment of Four Thousand Five Hundred Seventy-six and no/100 Dollars (\$4,576.00).

6. During the calendar year, Band will make a minimum of thirteen (13) public appearances, including concerts and parades. Prior to the scheduling of each public appearance, Band shall submit to City, within a reasonable time, which shall not be later than thirty (30) days prior to a proposed scheduled public appearance, the date, time, and place of the proposed public appearance.

7. Band shall, at each of said public appearances, present a full band of not less than fifty (50) pieces.

8. Band shall be obligated to ensure that each individual performer who participates in a performance shall execute a release of liability in favor of the City of Elkhart, on a form prescribed by City, prior to being permitted to participate in any performance. A copy of this release is attached hereto as Exhibit "A". At the end of each year, a roster of participants, along with the executed releases, shall be submitted to the Clerk of the Board of Public Works, 229 S. Second Street, Elkhart, Indiana 46516.

9. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are, at any time, not forthcoming or are insufficient, then the City shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funds, in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which funds are available. The City agrees that it will make its best efforts to obtain sufficient funds to meet its obligations hereunder in full. The City may terminate this Agreement for any

reason as long as Band is given 30 days written notice of the City's intent to terminate the Agreement.

10. Neither the Band, nor any person acting on Band's behalf, shall, in any manner with respect to any matter related to this Agreement, discriminate against nor intimidate any person on account of race, age, religion, color, sex, national origin, ancestry or disability.

11. All terms identified in LC. § 22-5-1.7 et seq. are adopted and incorporated into this section. Pursuant to I.C. §22-5-1.7 et seq., Band shall enroll in and verify the work eligibility status of all its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. Band is further required to execute an affidavit, attached as Exhibit "B" affirming that: (i) it is enrolled and is participating in the E-Verify program, and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Band shall provide the City with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Band and delivered to the Clerk of the Board of Public Works, 229 S. Second Street, Elkhart, Indiana 46516.

12. Should Band subcontract for the performance of any work under this Agreement, Band shall require any subcontractors to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) has enrolled in and is participating in the E-Verify program. Band shall maintain a copy of such certification for the duration of the term of any subcontract. Band shall also deliver to the Clerk of the Board of Public Works, 229 S. Second Street, Elkhart, Indiana 46516 a copy of the certification within seven (7) days of the effective date of the subcontract.

13. If Band, or any subcontractor of Band, knowingly employs or contracts with any unauthorized aliens, or retains an employee or a contract with a person that Band or subcontractor

subsequently learns is an unauthorized alien, Band shall terminate the employment of or the contract with the unauthorized alien within thirty (30) days (the "Cure Period").

14. Should Band, or any subcontractor of Band, fail to cure within the Cure Period, the City has the right to terminate this Agreement without consequence to the City.


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

16. By signing this agreement, the President of the Band acknowledges and represents that he is the duly authorized representative of the Band and that he has the authority to enter into this Agreement and to bind the Band thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the City, by its Board of Public Works, and Band, by its authorized representative(s) execute this Agreement on this 28 day of APRIL 2022.

ELKHART MUNICIPAL BAND

By: 

Printed: DEAN C. FERGUSON

Title: PRESIDENT

**CITY OF ELKHART
BOARD OF PUBLIC WORKS**

Michael Machlan

Chad Crabtree

Jamie Arce

Ronnie Davis

Rose Rivera

ATTEST:

Nancy Wilson, Clerk

EXHIBIT A

RELEASE AND WAIVER OF ALL CLAIMS
FOR YEAR 2022 MUNICIPAL BAND PERFORMANCES

I, _____, (participant) having a desire to participate in one or more performances as a member of the Elkhart Municipal Band during the year 2022, and in consideration of the opportunity to participate therein, do hereby agree to release and forever discharge the City of Elkhart, its officials, employees, agents and representatives, from any and all claims, demands, liabilities, and/or rights of action resulting from, respecting, relating to or arising out of any accident or other incident which may result from my participation in or attendance at any performance as a member of the Elkhart Municipal Band during the year 2022. I further agree that I will not file, maintain or litigate any action against the City of Elkhart, or its officials, employees, agents or representatives, resulting from the same; nor will my heirs, executors, administrators and successors file, maintain or litigate any action against the City, its officials, employees, agents or representatives.

It is understood that this document is intended to release the City of Elkhart to the fullest extent permitted by Indiana Law.

The participant and his/her parent or legal guardian, if applicable, hereby represent that they have read, understand and accept the terms and conditions of this Release and Waiver of Claims.

Dated: _____, 2022.

Signature of Participant

Signature of Participant's Parent/Guardian
(If applicable)

EXHIBIT B


**AFFIDAVIT OF E-VERIFY ENROLLMENT AND
PARTICIPATION**

I, DIANE FERROSDI, being first duly sworn, depose and say that I am familiar with and have personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by LECHART MUNICIPAL BAND ("Employer") in the position of PRESIDENT _ _ _ _
3. I am familiar with the employment policies, practices, and procedures of Employer and have the authority to act on behalf of the Employer.
4. Employer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached hereto and incorporated herein.
5. Employer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.

I swear and affirm under the penalties for perjury that the foregoing statements and representations are true and accurate to the best of my knowledge and belief.

EXECUTED on the 28 day of the month of APRIL, 2022.



Rod Roberson

Mayor

Wayne J. Belock

Director of Human Resources



Human Resources

201 S. Second St.

Elkhart, IN 46516

Office 574-296-9167

Fax 574-296-7541

May 12, 2022

Board of Public Works
229 S. Second Street
Elkhart, IN 46516

Re: Parking Agreement – Episcopal Church of St. John the Evangelist

Dear Board Members:

As you know, our Parks and Recreation Department was compelled to vacate the Tolson building recently. As such, that department has moved into the main Municipal Building, and Development Services has moved into the Annex Building. In order to accommodate the additional employees at these locations, St. John's Episcopal Church (located across the street from the Annex) has graciously offered the use of up to five parking spaces in their parking lot.

Please see the attached Parking Agreement, which will facilitate our use of up to five spaces in the St. John's Episcopal Church parking lot. At this time, I request your approval of this agreement.

Thank you for your consideration of this matter. Please contact me if you have any questions or would like further information.

Respectfully,

A handwritten signature in black ink, appearing to read "Elizabeth Koller", with a long horizontal line extending to the right.

Elizabeth Koller
Human Resources

Parking Agreement

This CONTRACT is made as of the __11__ day of __May_____, 2022 by and between the CITY OF ELKHART, INDIANA (“City”) and the Episcopal Church of St. John the Evangelist (hereinafter St. John’s Episcopal Church).

RECITALS

The City of Elkhart, Indiana is a municipal corporation incorporated as such under the laws of Indiana and located in Elkhart, Indiana.

St. John’s Episcopal Church is a church that is looking to participate and contribute to the City of Elkhart, Indiana and the community.

City is in need of additional parking and St John’s Episcopal Church wishes to make use of its additional parking spaces.

In consideration of the foregoing and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. St. John’s Episcopal Church agrees to allow the City and its staff to use up to five (5) parking spaces in its parking lot, located at 226 West Lexington Avenue, Elkhart, Indiana 46516, Monday through Friday from 8:00 am to 5:00 pm.
2. All parking spots belong to the Church from 5:00 pm into the evening and on Saturdays and Sundays.
3. The City will provide St. John’s Episcopal Church with the contact information and vehicle information for the Staff members designated to use the spots, including a phone number and the make of the vehicle, color of the vehicle, and license number of the vehicle.
4. St. John’s Episcopal Church will charge the City \$0 dollars for the use of these parking

spots.

5. The City will use the spots beginning the date of signing of this agreement for the period of one (1) year.
6. St. John's Episcopal Church reserves the right to require the City and its staff vacate the spots on certain occasions when it will need these spots for a large event. In such event, St. John's Episcopal Church will do its best to give the City as much as advance notice as possible.
7. St. John's Episcopal Church will be responsible for maintenance of said parking lot and additionally, St. John's Episcopal Church shall be responsible for snow removal on Wednesday, Saturday, and Sunday when there is more than 2 inches of snow.
8. The City is responsible for snow removal for those five employee spots on Mondays, Tuesdays, Thursdays, and Fridays or whenever snow fall is less than 2 inches.
9. Either party may terminate this agreement at any time.
10. 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. The Episcopal Church of St. John the Evangelist, c/o The Reverend Terri L E Peterson, Pastor-in-Charge, PO Box 1155, Elkhart, IN 46515.
11. Entire Agreement—This Agreement constitutes the final agreement between the parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have each executed this Entertainment Contract, on the date and year first written above.

ST. JOHN'S EPISCOPAL CHURCH

SIGNATURE: *Sam Peterson*

Date: 5-11-2022

Pastor-in-Charge

(Printed Name, Title)

CITY OF ELKHART, INDIANA

By its BOARD OF PUBLIC WORKS

By: _____

Date: _____

President, Board of Works