

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

**Common Council Chambers**

**9:00 A.M., Tuesday, August 16, 2022**

<https://coei.webex.com/coei/j.php?MTID=m29baf838c0b5e4b5e473e2f928b24a59>

Join by phone: 1-415-655-0001

Meeting Number (access code): 2319 988 9311 Meeting password: BOW22

- I. Roll Call**
- II. Approve Agenda**
- III. Claims & Allowance Docket**
- IV. Minutes Regular Meeting August 2, 2022**
- V. Utilities**
  - a.) Administration
    - Request to Engage Waggoner, Irwin, Scheele & Assoc.
    - Water Utility MRO for July 2022
  - b.) Environmental Compliance
    - Notice of Violation Failure to Submit FOG Renewal Brothers Express Mart 3901 S. Main St. (F2015-062)
    - Notice of Violation Discharging Without a Valid FOG Certificate Papa John's Pizza 1532 -C Cassopolis St. (F2015-248)
- VI. Engineering**
  - a.) Administration
    - Request to Combine Parcels
  - b.) Right of Way
    - Request Bid #22-18 Main Street Concrete Repairs
    - Stop Sign Request: Jeanwood Drive and Henke Street
  - c.) Utility
    - Payment Request #46 to Donohue & Associates: Elkhart WWTP Capacity Upgrades Phase 2
    - Change Order #5 & Final N. Main Street Water Replacement Project Bid #21-03
    - Acceptance of Release in Full from Miller Pipeline at 618 Sunset Avenue
  - d.) Summary
    - Water Assessment Application
    - Sewer Assessment Application
    - Driveway Permit
    - Release of Bond
    - Revocable Permits

**VII. New Business**

- Disposal of Fixed Assets Aviation Department
- Request to Approve Representation Agreement with Dentons, Bingham, Greenbaum.

**VIII. Use & Event Permit**

- 24<sup>th</sup> Annual Riding to Remember Fallen Police, Firefighter, & Veteran Motorcycle Charity Ride 9-11- Portable Stage, Fencing, ESS, EMS, EPD, Temporary Street Closure (Elk. Co.), Special Exception from Noise, Parade, Plaza Sign
- Rio's Rainbow 9/10 (new date, replaces 9/14 permit)- Civic Plaza, Public Assembly, Special Exception from Noise, ESS, EPD, Plaza Sign, Electric
- Manhattan Short Film Festival 9/23- Fencing, Special Exception from Noise, Plaza Sign
- Waggin' in the Woods 9/25-Fencing, Special Exception from Noise, ESS, Plaza Sign
- Rockin' the Rails 9/24- Portable Stage, Trailer, Plaza Sign, Special Exception from Noise, Public Assembly
- Faith Mission Turkey Stampede 11/24- ESS, EMS, EPD, Temporary Street Closures, Plaza Sign, Special Exception from Noise, Parade & Public Assembly
- Ratify Pierre Moran Neighborhood Picnic 8/13- Temporary Street Closure, Special Exception from Noise, Public Assembly
- Sunburst Races Elkhart 10/2- ESS, EPD, EMS, Temporary Street Closures, Special Exception from Noise, Parade & Public Assembly
- Elkhart Food Truck & Tailgate Party 9/24- Central Green Park & Stage, Civic Plaza, Fencing, EPD, Temporary Street Closure, Water, Electric, Plaza Sign, Special Exception from Noise, Public Assembly
- Labor Day Parade 9/5- Civic Plaza, Parade & Public Assembly, Special Exception from Noise, ESS, EPD, Plaza Sign, Platform Microphone & Speakers, Temporary Street Closures
- Elkhart Black Expo Parade 8/27 (new date, replaces 7/9 permit)
- Ratify Queener Party 8/13- Special Exception from Noise

**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.

August 10<sup>th</sup>, 2022

Erin Koons  
ERIN KOONS - DEPUTY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **\$3,686,667.45**, AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 24 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

**EXECUTED THIS 16TH DAY OF AUGUST 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  
August 16, 2022

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

Fund	Vendor	Description	Amount
1101	YODER OIL COMPANY, INC	GASOLINE	52,202.14
1101	DLZ INDIANA, LLC	LERNER HVAC	26,450.00
1101	JORDAN MOTORS	NEW 2022 VEHICLES	25,531.00
1101	YODER AND SON FENCING, LLC	PICKLEBALL FENCE	25,943.36
1101	JORDAN MOTORS	NEW 2022 VEHICLES	38,467.00
1101	YODER OIL COMPANY, INC	GASOLINE	43,196.30
2203	RIETH-RILEY CONSTRUCTION	ASPHALT	38,386.02
4428	DLZ INDIANA, LLC	LAWNDALE INTRUSION STUDY	30,413.10
4436	BORDEN WASTE-AWAY SERVICES	TRASH SVC- AUG.2022	187,816.86
6103	NIBLOCK EXCAVATING, INC	N MAIN ST WATER PROJECT	136,130.26
6201	DLZ INDIANA, LLC	LAWNDALE AREA	41,000.00
6501	DLZ INDIANA, LLC	LAWNDALE AREA	45,700.00
7704	RELIANCE STANDARD LIFE INS	LIFE INS- JULY	29,863.99
7704	RELIANCE STANDARD LIFE INS	LIFE INS- AUG	29,450.73
7704	BERKLEY LIFE & HEALTH	LIFE & HEALTH- AUG	78,964.25
7704	EVERSIDE HEALTH LLC	EVERSIDE- JUNE	49,668.64
7704	EVERSIDE HEALTH LLC	EVERSIDE- JULY	49,503.47
7739	ONB BENEFITS ADMIN	JWF- JULY	64,699.10
Total Claims over \$25,000			993,386.22
Regular Claims under \$25,000:			434,316.81
<b>Total Regular Departmental Claims:</b>			<b>1,427,703.03</b>

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

Total Pre-Approved over \$25,000:	-
Regular Claims under \$25,000:	82,280.12
<b>Total Pre-Approved Claims:</b>	<b>82,280.12</b>

**American Rescue Plan Claims:**

2474	KEVIN PISANI	SMALL BUSINESS CONTINUITY	1,655.51
2474	TB2 SHOP LLC	SMALL BUSINESS CONTINUITY	4,130.00
2474	IB COMMUNICATION LTD	RADIO ADVERTISING SERGIO	2,400.00
2474	INDIANA MICHIGAN POWER	SMALL BUSINESS CONTINUITY	1,200.00
2474	OSBORNE HAWKINS	ELECTRIC BREW RENT	1,200.00
2474	IVERSON C GROVE REAL ESTATE	APPRAISAL SVC 154 HIVELY	4,500.00
2474	PAXTON MEDIA GROUP	ADVERTISING	5,345.00
2474	PATHFINDER COMMUNICATIONS	ADVERTISING	840.00
2474	PATHFINDER COMMUNICATIONS	ADVERTISING	532.00
2474	PATHFINDER COMMUNICATIONS	ADVERTISING	1,190.00
2474	PARTNERSHIP RADIO	ADVERTISING	350.00
2474	APPRAISAL SERVICES, INC	154 HIVELY APPRAISAL	4,800.00
2474	TOM THALHEIMER	SMALL BUSINESS CONTINUITY	4,250.00
2474	DAVID OSBORNE	REVOLUTION SALON RENT	900.00
Total American Resuce Plan Claims:			<b>33,292.51</b>

**UTILITY REFUNDS**

**748.42**

**Payroll and Pension Payments:**

1,754,830.59

**Fire & Police Pension**

387,812.78

**Bi-weekly Payroll**

1,754,830.59

**RETRO PAY**

-

**Total Payroll: 2,142,643.37**

**Total All Claims, Internal Payments, and Payroll: \$ 3,686,667.45**

(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.



BOARD OF PUBLIC WORKS  
Tuesday, August 2, 2022

President Mike Machlan called a regular meeting of the Board of Public Works to order at 9:00 a.m., Tuesday, August 2, 2022. Clerk of the Board Nancy Wilson called the roll. Mike Machlan, Chad Crabtree, Ron Davis and Jamie Arce attended in person. Rose Rivera was absent. Mike noted the time was after 9:00 a.m. and no more bids would be accepted.

1. Approve Agenda

A motion was made by Chad Crabtree and seconded by Jamie Arce to approve the agenda. On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the agenda was amended by adding the AMS Notice of Non-renewal, a Grant Agreement for Elkhart Festivals Inc., Resolution 22-R-15 Regarding the Parking Structure Civic Plaza Parking Garage, and removing the Contract with Shi International Corp. The amended agenda carried 4-0.

2. Open Bid #22-15 Plymovent Purchase & Installation

Proof of Publication was presented which appeared in the Elkhart Truth on July 16 and July 23, 2022. One bid was received from Hastings Air Energy Control Inc. The base bid was \$328,090.72. On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the bid was referred to Chief Edgerton for review and recommendation to award later in the meeting if possible.

3. Claims & Allowance Docket

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the claims & allowance docket was approved in the amount of \$3,914,972.98 consisting of 30 pages as prepared on August 1, 2022 at 11:37 a.m.

4. Minutes Regular Meeting July 19, 2022

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the minutes from July 19, 2022 were adopted.

5. Utilities

(A.) Administration

Wastewater Utility MRO for June 2022

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board accepted and placed on file the Wastewater Utility MRO for June 2022.

(B.) Environmental Compliance

Notice of Violation Grease Control Device Not Operational: Comfort Suites 27838 CR 24 (F2015-013)

For purposes of discussion, a motion was made by Chad Crabtree and seconded by Ron Davis to approve the NOV: Grease Control Device not Operational and assess a penalty of \$200.00. Megan Kolaczyk explained the violation to the Board. The FSE was not present. They installed a hose that by-passed their grease trap and sent the waste right to the floor drain. They did not respond to the Violation. Mike Machlan said this violation is more serious because they made an attempt to circumvent the device. Chad said it was intentional. On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the motion was amended to increase the penalty to \$1,000.00. The amended motion carried 4-0.

Notice of Violation 25% Rule Hardee's 2620 Cassopolis St. (F2019-026)

For purposes of discussion, a motion was made by Chad Crabtree and seconded by Jamie Arce to approve the NOV: 25% Rule for Hardee's 2620



BOARD OF PUBLIC WORKS

Tuesday, August 2, 2022

Cassopolis St. and assess a penalty of \$300.00. Megan Kolaczyk explained the violation to the Board. The FSE was not present. Megan said they submitted their renewal FOG application, and their pumping records indicated they were 46% full. The FSE did not respond to the violation. On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the motion was amended to triple the penalty to \$900.00. The amended motion carried 4-0.

Notice of Violation 25% Rule La Esperanza 601 E. Jackson Blvd. (F2015-193)

For purposes of discussion, a motion was made by Chad Crabtree and seconded by Jamie Arce to approve the NOV: 25% Rule for La Esperanza 601 E. Jackson Blvd. and assess a penalty of \$100.00. Megan Kolaczyk explained the violation to the Board. The FSE was present and chose not to speak. Megan said during an inspection the grease control device was found to be 100% full of grease and solids. They cleaned it out right away and have been very good to work with. On motion by Jamie Arce, seconded by Chad Crabtree and carried 4-0, the motion was amended to reduce the penalty to \$50.00. The amended motion carried 4-0.

AMS Notice of Non-Renewal

On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the Board approved a Notice of Non-Renewal issued to AMS to terminate the contract for Merchant Services.

6. Engineering

(A.) Utility

Release of Temporary Easement G&G Oil Company

On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the Board released the temporary easement by G&G Oil Company and authorized the Board President to sign the Release of Recorded Temporary Highway Easement so that it may be recorded.

(B.) Stormwater

PSA with Christopher B. Burke Engineering, LLC to Develop a Comprehensive Stormwater Ordinance and Technical Standards Document

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board approved a PSA with Christopher B. Burke Engineering, LLC to Develop a Comprehensive Stormwater Ordinance and Technical Standards Document in an amount not to exceed \$11,000.00.

(C.) Utility

LaSalle McKinley Benham Lift Station and Force Main Project Appropriation Request

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board appropriated \$194,000.00 to the Stormwater Capital Fund 6504-5-999-7999999 for the LaSalle, McKinley, & Benham Lift Station and Force Main Project.

LaSalle McKinley Benham Stormwater Lift Station and Force Main Project PSA with DLZ Indiana LLC

On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the Board approved a PSA with DLZ Indiana, LLC for the LaSalle McKinley Benham Stormwater Lift Station and Force Main in an amount not to exceed \$369,000.00.

CSO Basin 13 LTCP Control Study- DLZ

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the



BOARD OF PUBLIC WORKS

Tuesday, August 2, 2022

Board approved a PSA with DLZ Indiana, LLC for the CSO Basin 13 LTCP Control Study in an amount not to exceed \$167,500.00.

(D.) Right of Way

Benchmark and Hoffman Road Extension PSA with American Structurepoint

On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the Board approved the PSA between the City and American Structurepoint for the preliminary design of the Benchmark and Hoffman Road Extension, this portion not to exceed \$500,000.00.

Amend Agenda

On motion by Jamie Arce, seconded by Chad Crabtree and carried 4-0, the Board amended the agenda adding Award Bid #22-15 at the end of New Business.

7. New Business

Elkhart Sister Cities Association, Inc. Fundraising Approval for Hispanic Heritage Festival

On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the Board authorized Sister Cities to fundraise to be able to cover the costs associated with the Hispanic Heritage Festival: Celebrating Elkhart's Sister City Apan, Hidalgo, Mexico.

Ratification and Approval of Time Matters Case Management Software

On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the Board ratified and approved the Time Matters Case Management Software renewal.

License & Indemnification Agreement with INOVA for Grand Prix Event

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board approved a License and Indemnification Agreement between the City and INOVA Credit Union for the Grand Prix.

Professional Service Agreement with Next Level Manufacturing Institute for Entrepreneurship Center

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board approved a Contract with Next Level Manufacturing Institute in an amount not to exceed \$900,000.00 and authorized the Board President to sign it after the Legal Department finalizes and approves the contract.

Economic Development Grant Award to Elkhart Festivals, Inc.

On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the Board approved a grant agreement between the City of Elkhart and Elkhart Festivals Inc. for \$15,700.00 for the Elkhart Black Expo Leroy Robinson Southern Soul Music Festival.

Board of Works Resolution 22-R-15 Regarding the Civic Plaza Parking

On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the Board approved Board of Works Resolution 22-R-15 regarding the parking structure known as Civic Plaza Parking.

Award Bid #22-15 Plymovent Purchase & Installation

On motion by Jamie Arce, seconded by Chad Crabtree and carried 4-0, the Board awarded Bid #22-15 Plymovent Purchase and Installation to Hasting Air Energy Control Inc. for \$328,090.72 as the lowest responsive and responsible bidder.



BOARD OF PUBLIC WORKS  
Tuesday, August 2, 2022

8. Use & Event Permits

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board approved the following Use & Event Permit:

- 8/13 Prairie Street Mennonite Church Neighborhood Party & Garage Sale- Temporary Alley Closure, Special Exception from Noise Ordinance

9. Adjournment

On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the Board of Works adjourned at 9:53 a.m.

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


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



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

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Date August 10, 2022  
To Mike Machlan, Board of Works President  
From Laura Kolo, Utility Services Manager   
RE Request to Engage – Waggoner, Irwin, Scheele and Assoc.

Elkhart Public Works is respectfully requesting to contract with Waggoner, Irwin Scheele to provide consultation on the administration of job classifications and compensation for several positions at Public Works for a cost not to exceed \$4,460.00.

Funding has been appropriated in the 2022 water engineering operating budget and the contract has been approved by Legal.

**Waggoner • Irwin • Scheele**  
& Associates INC

**OFFER OF CONSULTING SERVICES**

**TO: Laura Kolo**  
**Utility Services Manager**  
**Elkhart Public Works and Utilities**

**FROM: Kent Irwin**  
**Addie Rooker**

**DATE: July 27, 2022**

**RE: Job Classification and Compensation System Maintenance**

As requested, attached you will find a Letter of Engagement consulting services to provide on-going job class maintenance as an additionally requested service on an on-call, as needed basis.

Job classification and compensation system maintenance includes:

- Providing consultation on the administration of the job classification and compensation system.
- Preparing new job descriptions or updating existing job descriptions.
- Conducting job classification reviews, including point-factoring positions and providing a report of findings and recommendations.
- Conducting review of wage and hour compliance.

All maintenance fees are billed at the hourly rates listed in the Letter of Engagement.

At this time, it is requested that we conduct a classification and compensation review of: Utility Attorney, Utility Network Manager, Project Manager, Executive Service Manager, Asset Manager, Sewer Televisor, Compliance Manager, Industrial Waste Specialist, Engineering Inspector, GIS Tech.

Fees to conduct a classifications and compensation review of the above listed positions shall not exceed \$4,460.00. It is estimated that this scope of work will be completed on or before October 3, 2022.

If the Letter of Engagement meets with your approval, please return a signed copy. We are ready to begin upon your approval.

118 S. Franklin St. Muncie, Indiana 765-286-5195 FAX 765-286-2824



# LETTER OF ENGAGEMENT

## ELKHART PUBLIC WORKS AND UTILITIES

### JOB CLASSIFICATION AND COMPENSATION SYSTEM MAINTENANCE

The Elkhart Public Works and Utilities (EPWU) engages Waggoner, Irwin, Scheele & Associates Inc. (WIS) to provide the following professional consulting services:

#### 1. Providing Consultation

Consultants will provide consultation to (EPWU) Administrators in the administration of the job classification and compensation system.

#### 2. Preparing Job Descriptions

Consultants will prepare job descriptions for positions for newly created position where a job description does not exist and/or updating job descriptions as needed.

#### 3. Job Classification/Compensation Reviews

Consultants will review requests for job classification and compensation reviews of the following positions:

Utility Attorney, Utility Network Manager, Project Manager, Executive Service Manager, Asset Manager, Sewer Televisor, Compliance Manager, Industrial Waste Specialist, Engineering Inspector, GIS Tech.

Consultants will prepare a report of job review findings and recommendations.

#### 4. Other Requested Consulting Services

Consultants will provide other requested consulting services, including, but not limited to, salary analysis, preparing policies, expert witness research and testimony, and on-site meetings.

### FEES

Fees will be billed on an hourly basis, plus expense reimbursement.

Principal:	\$145.00
Sr. Consultant:	\$ 95.00
Consultant:	\$ 45.00

## **EXPENSE REIMBURSEMENT**

Expense reimbursement will be billed using the following rates:

Postage/Printing:	per receipts
Lodging:	per receipts
Mileage:	\$0.46 per mile
Per Diem:	\$24.00 per day

## **TIMETABLE**

It is estimated that consulting services described in steps 1-3 above will be completed on or before October 3, 2022. Other requested consulting services provide for on-going consultation in the future and will be confirmed in writing.

## **EEO EMPLOYER**

Waggoner, Irwin, Scheele & Associates INC. is an Equal Employment Opportunity Employer and hereby certifies that it does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age or disability.

## **E-VERIFY**

As provided under Indiana Code § 22-5-1.7 et seq., every contract with a political subdivision entered into or renewed after June 30, 2011 must provide that: i) the contractor shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program (as defined under Indiana Code § 22-5-1.7-3); ii) the contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and, iii) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien. In addition, as provided under Indiana Code § 22-5-1.7-15, if a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification: a) does not knowingly employ or contract with an unauthorized alien; and b) has enrolled and is participating in the E-Verify program. The contractor shall maintain on file a certification of a subcontractor throughout the duration of the term of a contract with the subcontractor. Consistent with such legislative mandate, these provisions are incorporated into the Agreement and Contractor agrees to abide by such.

## **NO INVESTMENT IN IRAN**

As required by I.C. 5-22-16.5-13, WIS hereby certifies that the contractor is not engaged in investment activities in Iran.

**OTHER TERMS AND CONDITIONS**

All documents and reports are prepared for the exclusive use of Elkhart Public Works and Utilities.

The work product is provided directly to Elkhart Public Works and Utilities and (EPWU) will have sole discretion on how the information is used.

Any modifications to this agreement must be agreed to and signed in writing by both parties.

This Letter of Engagement will be governed by the laws of the State of Indiana and all parties agree that any litigation must be filed in the state Courts of Elkhart, Indiana or the federal courts of the Northern District of Indiana.

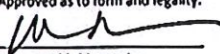
**FOR THE ELKHART PUBLIC WORKS AND UTILITIES:**

\_\_\_\_\_ DATE: \_\_\_\_\_

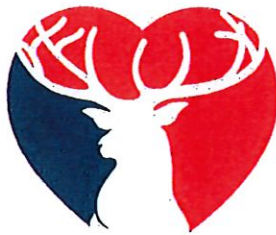
**FOR**

**WAGGONER, IRWIN, SCHEELE & ASSOCIATES INC.  
118 South Franklin Street  
Muncie, Indiana 47305**


\_\_\_\_\_ DATE: \_\_\_\_\_

Approved as to form and legality.  
  
Margaret M. Marnocha  
Utility Staff Attorney





**City of Elkhart**  
*Public Works and Utilities*

Memo To Board of Works  
 Memo From Laura Kolo, Utility Services Manager   
 Date Aug 08, 2022  
 Subject Water Utility Monthly Report of Operations  
 for the month of July, 2022

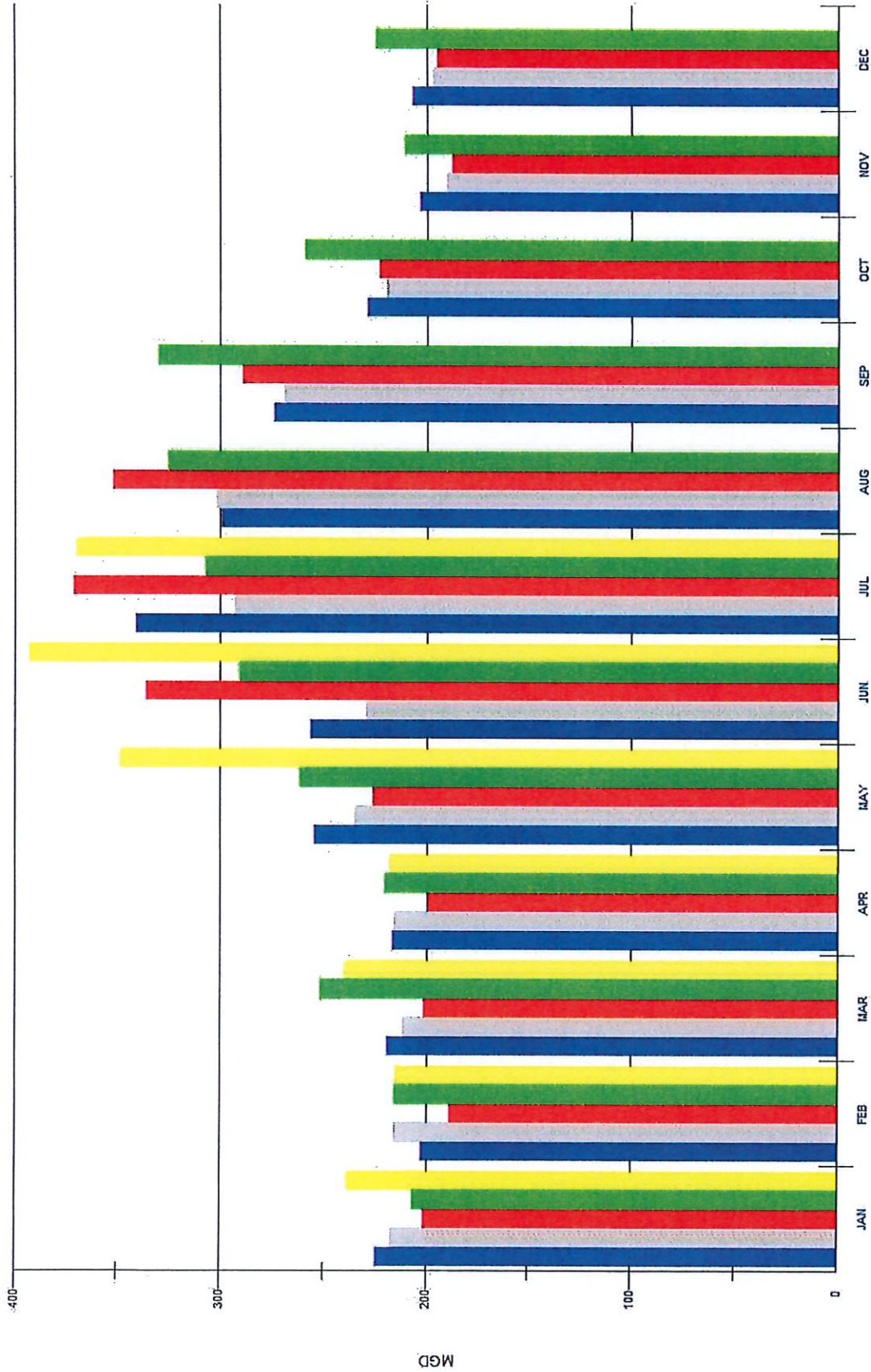
***Water Produced***

	Monthly Total MG	Daily Avg MGD	Daily Min MGD	Daily Max MGD
North Main	215.417	6.949	5.043	8.769
Northwest	96.270	3.105	2.501	3.591
South	57.902	1.868	1.125	2.374
System	369.59	11.92		

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

	Iron mg/l	Manganese mg/l	Fluoride mg/l	Chlorine mg/l	Orthophosphate mg/l
North Main	0.02	0.317	0.92	1.11	1.30
Northwest	0.07	0.313	0.95	1.18	1.01
South	0.07	0.197	0.91	1.30	1.04
Secondary Std / Target	0.30	0.050	0.8 - 1.0	0.9 - 1.5	0.5 - 1.0

Monthly Water Production Comparison



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2018	224.12	202.56	219.16	216.42	254.76	256.12	340.82	299.16	273.85	228.35	202.94	206.83
2019	217.23	215.68	211.08	215.28	234.49	229.20	292.60	301.80	268.65	219.33	189.66	196.43
2020	201.13	188.69	201.44	199.21	225.63	336.17	370.93	351.87	289.17	222.62	187.43	194.60
2021	206.82	215.47	251.38	220.28	261.41	290.86	306.88	325.29	329.96	258.98	210.32	224.10
2022	238.16	214.80	239.40	217.71	348.16	392.38	369.59					



FATS, OILS AND GREASE

CONTINUED: Failure to Submit a FOG Renewal Application

Name of FSE: BROTHERS EXPRESS MART Facility Number: F2015-062

Physical Address: 3901 S MAIN ST

Renewal Application Due: 05/04/2022

Application Submitted: 7/26/2022 Complete [X] Incomplete [ ]

Application Missing: Complete Completed Date: 7/26/2022

Previously assessed penalties:

Assessed Date: 7/19/2022 Amount: \$ 1,500 for: 5/5/2022 to 7/18/2022

Additional Penalty Recommendation per the Penalty Matrix\*: \$ 35

Calculation: \$35 - \$5/day for 7 days (07/19/2022 - 07/25/2022)

Board of Works total assessed penalty: \$

Approved this \_\_\_\_\_ of \_\_\_\_\_, 2022

Michael Machlan

Date

Chad Crabtree

Date

Jamie Arce

Date

Ronnie Davis

Date

Rose Rivera

Date



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

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

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

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



City of Elkhart  
Public Works & Utilities

To: Members of the Board of Public Works  
From: Lynn Brabec, Environmental Compliance Manager *LB*  
Date: August 4, 2022  
Re: Notice of Violation: Discharging Without a Valid FOG Certificate – PAPA JOHN'S PIZZA #570, 1532-C CASSOPOLIS ST. (F2015-248)

On July 19, 2022, the Board of Public Works issued Papa Johns #570 located at 1532 C Cassopolis St. a penalty for Discharging without a Valid FOG Certificate. The Papa John’s FOG Certificate expired on 4/30/2022. The Board assessed the penalty through July 18, 2022, however, a completed FOG Renewal Application was submitted on July 15, 2022.

Pretreatment staff recommends the Board rescind \$90 (\$30\*3) in penalties for Papa Johns #570.

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

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

Additional notes or requirements from the Board of Public Works:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



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

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

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

Rod Roberson  
Mayor

Laura Kolo  
Environmental Resources

Tory Irwin, P.E.  
Engineering Services



Public Works &  
Utilities Department

Administration, Engineering  
& Laboratory  
574.293.2572

Utility Billing  
574.264.4273

1201 S. Nappanee St.  
Elkhart, Indiana 46516

**TO: BOARD OF PUBLIC WORKS**  
**FROM: MARGARET M. MARNOCHA, ESQ.**  
**RE: COMBINING PARCELS**  
**DATE: AUGUST 11, 2022**

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The City of Elkhart is the owner of three landlocked parcels in the location where the former Suburban Utilities wellhouse was located. The wellhouse was removed and the Utilities would like to combine the parcels in order to obtain an easement where needed, and then offer the property for sale to adjacent property owners.

Please approve the request for combination of parcels so that staff may file the request with the Elkhart County Auditor.



<b>OFFICE USE ONLY</b>	
combined for	_____
mtg #/desc. check	_____
taxes pd	_____
initials	_____
notes	_____

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FILE STAMP

**ELKHART COUNTY AUDITOR  
TAX COMBINATION FORMS**

*the City of Elkhart*  
I (WE) *by Elkhart Board of Public Works* WOULD LIKE THE FOLLOWING TAX  
(Please Print)

PARCEL NUMBERS COMBINED: *(There are no mortgages on any of the properties being combined, or the mortgage covers all the property being combined.)*

**NUMBERS TO COMBINE:**

20-05-12-351-013.000-001	20-__-__-__-___.000-__
20-05-12-351-014.000-001	20-__-__-__-___.000-__
20-05-12-351-005.000-001	20-__-__-__-___.000-__
20-__-__-__-___.000-__	20-__-__-__-___.000-__
20-__-__-__-___.000-__	20-__-__-__-___.000-__

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE & ZIP

**THE ELKHART COUNTY AUDITOR'S OFFICE IS NOT RESPONSIBLE FOR ANY INCREASE OR DECREASE IN THE ASSESSED VALUES DUE TO THIS COMBINATION. CHECK WITH YOUR ASSESSOR IF YOU HAVE ANY QUESTIONS. THANK YOU**



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

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**DATE:** July 28, 2022  
**TO:** Board of Public Works  
**FROM:** Ryan Clussman, Right of Way Engineer RC  
**RE:** **Permission to Advertise Main Street Concrete Repairs Project - Bid #22-18**

---

The Department of Public Works requests approval of the specifications, and permission to advertise the Main Street Concrete Repairs Project.

The project will consist of sidewalk and curb ramp removal and replacement along the Main Street corridor to maintain ADA compliance. In addition, work is to be performed in the civic plaza including lighting for the underground parking structure and repairs for the steel sign structure. Additional improvements will be made to the doorways in the Marion Street parking garage as part of this project.

The design specifications for the project were developed by city staff and are being presented to the Board of Works for approval and permission to advertise.

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

It is requested the BOW:

**approve the specifications and grant permission to advertise the Main Street Concrete Repairs Project Bid #22-18.**



DEPARTMENT OF PUBLIC WORKS & UTILITIES

ELKHART, INDIANA

**SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR**

**Bid # 22-18**

**MAIN STREET CONCRETE REPAIRS**

APPROVED BY THE BOARD OF PUBLIC WORKS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, **2022**

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

\_\_\_\_\_  
Chad Crabtree  
Vice President

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

\_\_\_\_\_  
C. James Arce

\_\_\_\_\_  
Rose Riviera





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

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**DATE:** August 3, 2022  
**TO:** Board of Public Works  
**FROM:** Ryan Clussman, Right-of-Way Engineer *RC*  
**RE:** **Stop Sign Request: Jeanwood Drive and Henke Street**

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This stop sign request is a result from the traffic studies done by MACOG at the City's behest at the intersection of Jeanwood Drive and Henke Street.

The intersection of Jeanwood Drive and Henke Street meets Warrant A from the MUTCD for a stop sign controlled intersection. It is believed that the stop signs will have a noticeable impact on the safety of the intersection.

It is recommended the Board of Public Works:

**Approves the request to put in 4-way stop signs at the intersection of Jeanwood Drive and Henke Street.**



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M E M O R A N D U M

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**DATE:** August 16, 2022  
**TO:** Board of Public Works  
**FROM:** Paul Wunderlich, Utility Engineer *PW*  
**RE:** **Elkhart WWTP Capacity Upgrades – Phase 2 – QA7634: Approval of Partial Payment Request #46 to Donohue & Associates, Inc.**

---

Please see the attached invoice #46 from Donohue & Associates, Inc. for professional services provided for the Elkhart WWTP Capacity Upgrades – Phase 2 project for work performed through July 19, 2022. The invoice totals \$70,227.00 as required by SRF.

To date, including this payment, we have paid \$2,358,078.00 or 61.03% of the contract.

It is requested that the BOW:

**approve partial payment request #46 in the amount of \$70,227.00 to Donohue & Associates, Inc. from the allocated SRF loan for professional services on the Elkhart WWTP Capacity Upgrades – Phase 2 project.**



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

July 26, 2022

Tory Irwin, PE  
Director of Public Works & City Engineer  
City of Elkhart  
1201 S. Nappanee Street  
Elkhart, Indiana 46516

Re: WWTP Capacity Upgrade Project – Phase II  
Donohue Project No. 13476 - Invoice No. 46

Please find attached Invoice No. 46 for the WWTP Capacity Upgrade Project – Phase II project. This invoice covers the services rendered from June 19, 2022 through July 23, 2022.

Donohue’s construction related efforts during this period of time included:

- Internal and external project coordination and management
- On-going communication/coordination with Bowen Engineering
- Site review, observation and project representation
- Review of submittals, RFI’s and development of responses
- State Plan Review submittal and coordination

Donohue’s anticipated efforts on the project over the course of the next month include:

- Continued project coordination and management
- Continued communication/coordination with Bowen Engineering
- Review of submittals, RFI’s and other Construction Phase Services
- On-site observation and project representation
- Continued communication and coordination with IDHS regarding State Plan Review

Thank you again for your continued confidence in Donohue and the opportunity to work with you and the City of Elkhart on this project. Should you have any questions regarding this invoice, the work completed, or any other aspect of this (or another) project, please do not hesitate to contact me at (574) 213-6124 or by email at [jroschyk@donohue-associates.com](mailto:jroschyk@donohue-associates.com).

Sincerely,

Jeremy Roschyk, P.E.  
Project Manager

Enclosures: As noted



By: Paul W. Wampler



# INVOICE



209 N. Main Street, Suite 206  
South Bend, IN 46601  
Phone: 574-288-4580  
Fax: 574-288-0195

**Invoice To:**  
City of Elkhart  
Wastewater Utility  
Attn: Tory S. Irwin, PE, City Engineer  
1201 S. Nappanee Street  
Elkhart, IN 46516

**Invoice Date:** July 26, 2022  
**Donohue Project No.:** 13476  
**Invoice No:** 13476-46  
**Project Manager:** Jeremy Roschyk  
**Terms:** Net 40 Days  
**Billing Period:** 06/19/22 - 07/23/22

**Project Description:** WWTP Capacity Upgrade Project - Phase II

**Your Authorization:** Agreement, Effective 08/21/18  
Amendment No. 1, Signed 07/07/20  
Amendment No. 2, Signed 12/29/20  
Amendment No. 3, Signed 07/06/21

<b>Compensation:</b>	Per Diem NTE	\$	1,328,000.00
	Per Diem NTE	\$	388,000.00
	Per Diem NTE	\$	30,700.00
	Per Diem NTE	\$	2,115,500.00
		\$	3,862,200.00

<b>Billing Summary:</b>	Project Charges to Date	\$	2,357,074.50
	Project Charges Previously Billed	\$	2,286,847.56
	Project Current Charges Billed	\$	70,226.94

**Topographic Survey**

Total Billed to Date	\$	29,411.22
Charges Previously Billed	\$	29,411.22

Labor (hours)	\$	-
Reimbursable Expenses	\$	-
Subconsultants	\$	-
<b>Total</b>	<b>\$</b>	<b>-</b>

**Geotechnical Engineering**

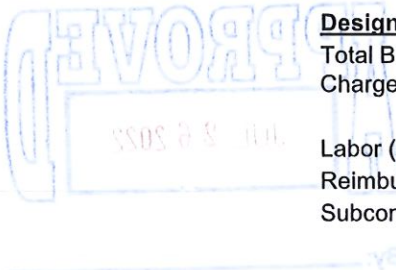
Total Billed to Date	\$	14,212.00
Charges Previously Billed	\$	14,212.00

Labor (hours)	\$	-
Reimbursable Expenses	\$	-
Subconsultants	\$	-
<b>Total</b>	<b>\$</b>	<b>-</b>

**Design Services**

Total Billed to Date	\$	1,436,338.79
Charges Previously Billed	\$	1,436,338.79

Labor (hours)	\$	-
Reimbursable Expenses	\$	-
Subconsultants	\$	-
<b>Total</b>	<b>\$</b>	<b>-</b>



**Alternative Evaluation**

Total Billed to Date	\$	238,492.84
Charges Previously Billed	\$	238,492.84
Labor (hours)	\$	-
Reimbursable Expenses	\$	-
Subconsultants	\$	-
<b>Total</b>	<b>\$</b>	<b>-</b>

**Bidding Services**

Total Billed to Date	\$	44,637.93
Charges Previously Billed	\$	44,637.93
Labor (hours)	\$	-
Reimbursable Expenses	\$	-
<b>Total</b>	<b>\$</b>	<b>-</b>

**Constructon Related Services**

Total Billed to Date	\$	401,816.26
Charges Previously Billed	\$	363,245.79
Labor (213.5 hours)	\$	36,807.50
Reimbursable Expenses	\$	1,762.97
<b>Total</b>	<b>\$</b>	<b>38,570.47</b>

**Resident Project Representative (RPR) Services**

Total Billed to Date	\$	192,165.46
Charges Previously Billed	\$	160,508.99
Labor (212.5 hours)	\$	28,915.00
Reimbursable Expenses	\$	2,741.47
<b>Total</b>	<b>\$</b>	<b>31,656.47</b>

**Applications Engineering Services**

Total Billed to Date	\$	-
Charges Previously Billed	\$	-
Labor (hours)	\$	-
Reimbursable Expenses	\$	-
<b>Total</b>	<b>\$</b>	<b>-</b>

<b>Current Charges Due</b>	<b>\$</b>	<b>70,226.94</b>
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Please Remit to:

Donohue & Associates, Inc.  
3311 Weeden Creek Road  
Sheboygan, WI 53081  
Phone: 920-208-0296  
Fax: 920-208-0402

<u>Aged Receivables</u>				
<u>Current</u>	<u>31 - 60 Days</u>	<u>61 - 90 Days</u>	<u>91 - 120 days</u>	<u>&gt;120 days</u>
\$70,226.94	\$76,128.28	\$0.00	\$0.00	\$0.00



City of Elkhart  
Attn: Tory S. Irwin, PE, City Engineer  
1201 S. Nappanee Street  
Elkhart, IN 46516

Invoice Date: July 26, 2022  
Invoice No.: 13476-46  
Billing Period: 06/19/22 - 07/23/22  
Project Manager: Jeremy Roschyk

**DETAIL OF CURRENT CHARGES**

**LABOR**

	Hours		Cost
Craig Brunner	1.0	\$ 250.00	\$ 250.00
Richard Claus	57.5	\$ 220.00	\$ 12,650.00
Jeff Wills	1.0	\$ 220.00	\$ 220.00
Mike Nosie	0.5	\$ 200.00	\$ 100.00
Timothy Bates	0.5	\$ 185.00	\$ 92.50
Jeremy Roschyk	55.5	\$ 185.00	\$ 10,267.50
Craig Schuenemann	19.5	\$ 185.00	\$ 3,607.50
Jim Miller	34.5	\$ 170.00	\$ 5,865.00
Jason Edwards	2.0	\$ 150.00	\$ 300.00
Katherine Merkle	56.5	\$ 150.00	\$ 8,475.00
Chase Benton	14.0	\$ 135.00	\$ 1,890.00
Meenu Garg	7.0	\$ 120.00	\$ 840.00
Joseph Henderson	152.0	\$ 120.00	\$ 18,240.00
Cade Kamaleson	17.0	\$ 120.00	\$ 2,040.00
Rachelle Krieger	1.5	\$ 120.00	\$ 180.00
Stephen Matthias	5.5	\$ 120.00	\$ 660.00
Anne Koenig	0.5	\$ 90.00	\$ 45.00
<b>TOTAL LABOR</b>	<b>426.0</b>		<b>\$ 65,722.50</b>

**REIMBURSABLE EXPENSES**

**Other Direct Costs - Travel**

Airfare	\$ -
Gas, Parking, Tolls	\$ -
Lodging	\$ 138.88
Meals	\$ 47.87
Transportation/Mileage	\$ 2,918.01
<b>Total Other Direct Costs - Travel</b>	<b>\$ 3,104.76</b>

**Equipment, Materials & Supplies**

Printing	\$ -
Shipping/Postage	\$ -
Supplies	\$ 1,399.68
Other - State Plan Review - IN DHS	\$ -
<b>Total Equipment, Materials &amp; Supplies</b>	<b>\$ 1,399.68</b>

**TOTAL REIMBURSABLE EXPENSES** **\$ 4,504.44**

**SUBCONSULTANT**

Alt & Witzig Engineering, Inc. **\$ -**

**TOTAL SUBCONSULTANT** **\$ -**

**INVOICE TOTAL** **\$ 70,226.94**



# 340 - Labor Detail (By Project Number)

Monday, July 25, 2022

1:00:16 PM

Donohue & Associates, Inc.

Transactions for 06/19/22 through 07/23/22

		Date	Hours	Total Billing
<b>Project Number: 13476 Elkhart-WWTP Capacity Upgrade -Phase II</b>				
<b>Billing Group Number: 07 Construction Services (700-799)</b>				
1048	Wills, Jeffrey	07/08/22	1.00	220.00
1145	Koenig, Anne	06/20/22	.50	45.00
1231	Brunner, Craig	06/22/22	1.00	250.00
1307	Merkle, Katherine	06/22/22	8.00	1,200.00
1307	Merkle, Katherine	06/23/22	4.00	600.00
1307	Merkle, Katherine	06/24/22	4.00	600.00
1307	Merkle, Katherine	06/27/22	2.00	300.00
1307	Merkle, Katherine	06/28/22	.50	75.00
1307	Merkle, Katherine	06/29/22	3.00	450.00
1307	Merkle, Katherine	06/30/22	.50	75.00
1307	Merkle, Katherine	07/01/22	3.00	450.00
1307	Merkle, Katherine	07/06/22	6.00	900.00
1307	Merkle, Katherine	07/07/22	3.50	525.00
1307	Merkle, Katherine	07/08/22	2.00	300.00
1307	Merkle, Katherine	07/08/22	2.00	300.00
1307	Merkle, Katherine	07/11/22	4.00	600.00
1307	Merkle, Katherine	07/12/22	1.00	150.00
1307	Merkle, Katherine	07/13/22	3.50	525.00
1307	Merkle, Katherine	07/14/22	.50	75.00
1307	Merkle, Katherine	07/15/22	2.50	375.00
1307	Merkle, Katherine	07/15/22	1.00	150.00
1307	Merkle, Katherine	07/17/22	.50	75.00
1307	Merkle, Katherine	07/17/22	.50	75.00
1307	Merkle, Katherine	07/18/22	3.50	525.00
1307	Merkle, Katherine	07/18/22	1.00	150.00
1317	Bates, Timothy	07/15/22	.50	92.50
1322	Schuenemann, Craig	06/20/22	2.00	370.00
1322	Schuenemann, Craig	06/23/22	1.00	185.00
1322	Schuenemann, Craig	06/27/22	1.00	185.00
1322	Schuenemann, Craig	06/28/22	.50	92.50
1322	Schuenemann, Craig	06/29/22	2.00	370.00
1322	Schuenemann, Craig	06/30/22	1.00	185.00
1322	Schuenemann, Craig	07/05/22	1.00	185.00
1322	Schuenemann, Craig	07/06/22	1.00	185.00
1322	Schuenemann, Craig	07/08/22	2.00	370.00
1322	Schuenemann, Craig	07/11/22	1.00	185.00
1322	Schuenemann, Craig	07/13/22	1.00	185.00
1322	Schuenemann, Craig	07/14/22	1.00	185.00
1322	Schuenemann, Craig	07/14/22	.50	92.50
1322	Schuenemann, Craig	07/15/22	1.50	277.50
1322	Schuenemann, Craig	07/15/22	.50	92.50
1322	Schuenemann, Craig	07/21/22	2.00	370.00
1322	Schuenemann, Craig	07/21/22	.50	92.50
1330	Roschyk, Jeremy	06/20/22	.50	92.50
1330	Roschyk, Jeremy	06/21/22	3.00	555.00
1330	Roschyk, Jeremy	06/21/22	2.00	370.00
1330	Roschyk, Jeremy	06/21/22	1.00	185.00
1330	Roschyk, Jeremy	06/22/22	4.00	740.00
1330	Roschyk, Jeremy	06/27/22	1.00	185.00
1330	Roschyk, Jeremy	06/29/22	1.00	185.00
1330	Roschyk, Jeremy	07/01/22	1.00	185.00
1330	Roschyk, Jeremy	07/06/22	1.00	185.00
1330	Roschyk, Jeremy	07/08/22	1.00	185.00

		Date	Hours	Total Billing
1330	Roschyk, Jeremy	07/08/22	1.00	185.00
1330	Roschyk, Jeremy	07/08/22	1.00	185.00
1330	Roschyk, Jeremy	07/11/22	1.00	185.00
1330	Roschyk, Jeremy	07/11/22	1.00	185.00
1330	Roschyk, Jeremy	07/14/22	1.00	185.00
1330	Roschyk, Jeremy	07/15/22	1.00	185.00
1330	Roschyk, Jeremy	07/18/22	1.00	185.00
1330	Roschyk, Jeremy	07/20/22	1.00	185.00
1330	Roschyk, Jeremy	07/20/22	1.00	185.00
1330	Roschyk, Jeremy	07/21/22	1.00	185.00
1330	Roschyk, Jeremy	07/21/22	1.00	185.00
1330	Roschyk, Jeremy	07/21/22	2.00	370.00
1330	Roschyk, Jeremy	07/22/22	1.00	185.00
1357	Nosie, Michael	07/12/22	.50	100.00
1364	Matthias, Stephen	06/27/22	2.50	300.00
1364	Matthias, Stephen	07/06/22	1.00	120.00
1364	Matthias, Stephen	07/20/22	1.00	120.00
1364	Matthias, Stephen	07/21/22	1.00	120.00
1377	Edwards, Jason	07/22/22	2.00	300.00
1380	Claus, Richard	06/20/22	3.50	770.00
1380	Claus, Richard	06/22/22	8.00	1,760.00
1380	Claus, Richard	06/23/22	2.00	440.00
1380	Claus, Richard	06/24/22	3.00	660.00
1380	Claus, Richard	06/27/22	1.00	220.00
1380	Claus, Richard	06/27/22	3.00	660.00
1380	Claus, Richard	06/28/22	2.50	550.00
1380	Claus, Richard	06/29/22	1.00	220.00
1380	Claus, Richard	06/29/22	2.00	440.00
1380	Claus, Richard	06/30/22	1.00	220.00
1380	Claus, Richard	06/30/22	2.50	550.00
1380	Claus, Richard	07/01/22	1.00	220.00
1380	Claus, Richard	07/01/22	1.00	220.00
1380	Claus, Richard	07/05/22	1.00	220.00
1380	Claus, Richard	07/05/22	1.00	220.00
1380	Claus, Richard	07/05/22	1.00	220.00
1380	Claus, Richard	07/07/22	2.50	550.00
1380	Claus, Richard	07/11/22	1.00	220.00
1380	Claus, Richard	07/11/22	.50	110.00
1380	Claus, Richard	07/11/22	1.00	220.00
1380	Claus, Richard	07/12/22	1.50	330.00
1380	Claus, Richard	07/13/22	1.00	220.00
1380	Claus, Richard	07/13/22	1.00	220.00
1380	Claus, Richard	07/14/22	1.00	220.00
1380	Claus, Richard	07/14/22	2.00	440.00
1380	Claus, Richard	07/15/22	.50	110.00
1380	Claus, Richard	07/18/22	1.00	220.00
1380	Claus, Richard	07/18/22	2.00	440.00
1380	Claus, Richard	07/20/22	2.00	440.00
1380	Claus, Richard	07/21/22	3.00	660.00
1380	Claus, Richard	07/22/22	1.00	220.00
1380	Claus, Richard	07/22/22	2.00	440.00
1402	Garg, Meenu	06/22/22	6.00	720.00
1402	Garg, Meenu	06/22/22	1.00	120.00
	Cade Training			
1415	Benton, Chase	06/20/22	3.00	405.00
1415	Benton, Chase	06/21/22	1.00	135.00
1415	Benton, Chase	06/22/22	2.00	270.00
1415	Benton, Chase	06/23/22	2.00	270.00
1415	Benton, Chase	07/07/22	2.00	270.00



		Date	Hours	Total Billing
1415	Benton, Chase	07/15/22	1.00	135.00
1415	Benton, Chase	07/18/22	2.00	270.00
1415	Benton, Chase	07/18/22	1.00	135.00
1455	Krieger, Rachelle	07/12/22	1.50	180.00
1460	Kamaleson, Cade	06/21/22	2.00	240.00
1460	Kamaleson, Cade	06/22/22	.50	60.00
1460	Kamaleson, Cade	06/23/22	.50	60.00
1460	Kamaleson, Cade	06/24/22	3.50	420.00
1460	Kamaleson, Cade	06/27/22	1.50	180.00
1460	Kamaleson, Cade	06/28/22	.50	60.00
1460	Kamaleson, Cade	06/29/22	.50	60.00
1460	Kamaleson, Cade	06/29/22	.50	60.00
1460	Kamaleson, Cade	06/30/22	.50	60.00
1460	Kamaleson, Cade	07/01/22	.50	60.00
1460	Kamaleson, Cade	07/01/22	.50	60.00
1460	Kamaleson, Cade	07/05/22	.50	60.00
1460	Kamaleson, Cade	07/06/22	.50	60.00
1460	Kamaleson, Cade	07/08/22	.50	60.00
1460	Kamaleson, Cade	07/11/22	.50	60.00
1460	Kamaleson, Cade	07/13/22	.50	60.00
1460	Kamaleson, Cade	07/14/22	1.50	180.00
1460	Kamaleson, Cade	07/18/22	1.00	120.00
1460	Kamaleson, Cade	07/20/22	.50	60.00
1460	Kamaleson, Cade	07/20/22	.50	60.00
<b>Total for 07</b>			<b>213.50</b>	<b>36,807.50</b>
<b>Billing Group Number: 08 Resident Representation (800-801)</b>				
1038	Miller, James	06/29/22	11.00	1,870.00
1038	Miller, James	07/06/22	1.50	255.00
1038	Miller, James	07/07/22	10.50	1,785.00
1038	Miller, James	07/08/22	.50	85.00
1038	Miller, James	07/19/22	10.50	1,785.00
1038	Miller, James	07/20/22	.50	85.00
1330	Roschyk, Jeremy	06/20/22	1.00	185.00
1330	Roschyk, Jeremy	06/24/22	1.00	185.00
1330	Roschyk, Jeremy	06/27/22	2.00	370.00
1330	Roschyk, Jeremy	06/28/22	5.00	925.00
1330	Roschyk, Jeremy	06/29/22	1.00	185.00
1330	Roschyk, Jeremy	06/30/22	5.00	925.00
1330	Roschyk, Jeremy	07/01/22	2.00	370.00
1330	Roschyk, Jeremy	07/05/22	1.00	185.00
1330	Roschyk, Jeremy	07/06/22	1.00	185.00
1330	Roschyk, Jeremy	07/11/22	2.00	370.00
1330	Roschyk, Jeremy	07/13/22	1.00	185.00
1330	Roschyk, Jeremy	07/14/22	1.00	185.00
1330	Roschyk, Jeremy	07/20/22	2.00	370.00
1330	Roschyk, Jeremy	07/22/22	1.00	185.00
1441	Henderson, Joseph	06/20/22	8.00	960.00
1441	Henderson, Joseph	06/21/22	8.00	960.00
1441	Henderson, Joseph	06/22/22	8.00	960.00
1441	Henderson, Joseph	06/23/22	8.00	960.00
1441	Henderson, Joseph	06/24/22	8.00	960.00
1441	Henderson, Joseph	07/05/22	8.00	960.00
1441	Henderson, Joseph	07/06/22	8.00	960.00
1441	Henderson, Joseph	07/07/22	8.00	960.00
1441	Henderson, Joseph	07/08/22	8.00	960.00
1441	Henderson, Joseph	07/11/22	8.00	960.00
1441	Henderson, Joseph	07/12/22	8.00	960.00
1441	Henderson, Joseph	07/13/22	8.00	960.00



		<b>Date</b>	<b>Hours</b>	<b>Total Billing</b>
1441	Henderson, Joseph	07/14/22	8.00	960.00
1441	Henderson, Joseph	07/15/22	8.00	960.00
1441	Henderson, Joseph	07/18/22	8.00	960.00
1441	Henderson, Joseph	07/19/22	8.00	960.00
1441	Henderson, Joseph	07/20/22	8.00	960.00
1441	Henderson, Joseph	07/21/22	8.00	960.00
1441	Henderson, Joseph	07/22/22	8.00	960.00
<b>Total for 08</b>			<b>212.50</b>	<b>28,915.00</b>
<b>Total for 13476</b>			<b>426.00</b>	<b>65,722.50</b>
<b>Final Totals</b>			<b>426.00</b>	<b>65,722.50</b>

# 350 - Expense Detail (By Project Number)

Monday, July 25, 2022

1:04:26 PM

Donohue & Associates, Inc.

Transactions for 06/19/22 through 07/23/22

Date	Billing Vendor Amount Name	Full Description
<b>Project Number: 13476 Elkhart-WWTP Capacity Upgrade -Phase II</b>		
<b>Billing Group Number: 07 Construction Services (700-799)</b>		
<b>Reimbursable Expenses</b>		
<b>5210 Mileage</b>		
06/19/22	31.59	Garg, Meenu / 1/26/22- to and from Elkhart WWTP
06/19/22	31.59	Garg, Meenu / 2/23/22- To and from Elkhart WWTP
06/19/22	31.59	Garg, Meenu / 3/23/22- To and from Elkhart WWTP
06/19/22	31.59	Garg, Meenu / 5/25/22- To and From Elkhart WWTP
06/22/22	15.80	Roschyk, Jeremy / Drive to/from Elkhart WWTP
06/22/22	31.59	Garg, Meenu / To and from Elkhart WWTP
07/05/22	202.50	Claus, Richard / June 22 Elkhart, IN WWTP
07/05/22	(12.96)	Claus, Richard / June 22 Elkhart, IN WWTP-correction
<b>Total for 5210</b>	<b>363.29</b>	
<b>5330 Supplies</b>		
07/02/22	1,399.68	Johnson, Cody / Replacement fiber switch for UV Building
<b>Total for Reimb. Exp.</b>	<b>1,762.97</b>	
<b>Total for 07</b>	<b>1,762.97</b>	

Date	Billing Vendor Amount Name	Full Description
<b>Billing Group Number: 08 Resident Representation (800-801)</b>		
<b>Reimbursable Expenses</b>		
<b>5210 Mileage</b>		
06/24/22	428.22	Henderson, Joseph / Mileage
06/29/22	170.24	Miller, James / Elkart
07/07/22	181.88	Miller, James / Elkart
07/08/22	450.00	Henderson, Joseph / Mileage
07/10/22	17.50	Roschyk, Jeremy / 06/28 - Drive to/from Elkhart WWTP
07/10/22	17.50	Roschyk, Jeremy / 06/30 - Drive to/from Elkhart WWTP
07/15/22	537.50	Henderson, Joseph / Mileage
07/19/22	189.38	Miller, James / Elkart
07/22/22	562.50	Henderson, Joseph / Mileage
<b>Total for 5210</b>	<b>2,554.72</b>	
<b>5220 Meals</b>		
06/24/22	47.87	Henderson, Joseph / meals
<b>5230 Lodging</b>		
06/24/22	138.88	Henderson, Joseph / Hotel
<b>Total for Reimb. Exp.</b>	<b>2,741.47</b>	
<b>Total for 08</b>	<b>2,741.47</b>	



Date	Billing Vendor Amount Name	Full Description
Total for 13476	4,504.44	



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

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DATE: July 20, 2022  
TO: Board of Public Works  
FROM: Jason Simnick, Engineering Project Manager JS  
RE: **Change Order Request #5 & Final: N. Main Street Water Replacement project – Bid #21-03**

---

Attached is change order request #5 & Final for the N. Main Street Water Replacement project. This change order is for fuel for the generator start-up and for adjustment to final quantities.

This change order includes a \$5,837.46 item for fuel to do the start-up testing of the generator. When giving us the price for all the generator work to be done in December, Niblock was assured that start-up was included with the purchase of the generator. When the time came, Niblock was informed that while start-up testing was included, fuel must be provided by Niblock. Niblock requested to be reimbursed for this unforeseen cost.

This change order will also reduce final Niblock Excavating contract costs for final quantity adjustments at a reduction of \$206,470.90.

This change order request is for a decrease of \$200,633.44 to the current contract price of \$1,785,453. Approval of change order #5 would decrease the current contract price to \$1,584,819.56 resulting in a 0.2% overall decrease from the original contract price of \$1,587,977.50. Adequate funding has been appropriated for this change order.

It is requested the Board of Public Works:

**Approve release of all retainage and Change Order #5 & Final for the N. Main Street Water Replacement project, Bid #21-03, for a decrease of \$200,633.44, bringing the Contract price to \$1,584,819.56.**

CITY OF ELKHART

PUBLIC WORKS & UTILITIES

Change Order No. 5 and Final
Dated 7/20/2022

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

To: NIBLOCK EXCAVATING, INC. Contractor

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

City of Elkhart

By President, Board of Public Works

Dated

Nature of Changes

Fuel required for startup of generator \$5,837.46
Adjustment to final quantities. \$ (206,470.90)

TOTAL \$ (200,633.44)

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

Table with 2 columns: Description and Amount/Date. Rows include Original Contract Price (\$1,587,977.50), Contract Price Prior to this Change Order (\$1,785,453.00), Net change resulting from this Change Order (\$200,633.44), Current Contract Price including this Change Order (\$1,584,819.56), Current Contract Price % Change from Original Price (-0.2%), Contract Time prior to this Change Order (409 Days), Net Time change resulting from this Change Order (0 Days), and Current Contract Time including this Change Order (Friday, April 15, 2022 Date).

The above changes are approved:

Signature of Public Works & Utilities Engineer, dated 7/29/22

The above changes are accepted:

Signature of Contractor, dated 7/22/22







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

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**DATE:** August 10, 2022  
**TO:** Board of Public Works  
**FROM:** Jason Simnick, Project Manager - JS  
**RE:** **Acceptance of Release in Full from Miller Pipeline at 618 Sunset Avenue**

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The Department of Public Works requested the acceptance of Release in Full at 618 Sunset Avenue for a sewer repair initiated from damage caused by Miller Pipeline.

Miller Pipeline has requested a release be signed absolving them from any further charges. This release has been reviewed and accepted by the Public Works legal department.

It is requested that the BOW:  
**approve and sign the Release in Full from Miller Pipeline at 618 Sunset Avenue.**

**RELEASE IN FULL – City of Elkhart – MP-027838-GL Self**

For the sole consideration of Nine Thousand, Two Hundred, Fourteen and 00/100 Dollars (\$9,214.00), the receipt and sufficiency of which is hereby acknowledged, the City of Elkhart hereby releases and discharges Miller Pipeline LLC, its successors and assigns, and all other persons, firms or corporations who are or might be liable (“Released Parties”), from all claims of any kind or character which the City of Elkhart has or might have against them, and especially because of all damages, losses or injuries to person or property, or both, whether known or unknown, resulting from the incident on or about December 10, 2021 at or near 618 Sunset Avenue in Elkhart, IN 46514. The City of Elkhart hereby acknowledges full settlement and satisfaction of all claims of whatever kind or character which it may have against the Released Parties by reason of the above-mentioned losses or damage.

In making this release and agreement, it is understood and agreed that the City of Elkhart relies wholly upon its own judgment, belief and knowledge of the nature, extent and duration of said damages and that no representation or statements regarding said damages or regarding any other matters made by persons, firms or corporations who are hereby released or any person or persons representing them has influenced the City of Elkhart to any extent whatever in making this Release.

It is further understood and agreed that the payment of said amount is not to be construed as an admission of liability upon the part of said persons, firm or corporation, but merely a compromise for peace on all issues concerning this matter.

All agreements and understanding between the parties hereto are embodied and expressed herein and the terms of this Release are contractual and not a mere recital.

**I HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.**


Signed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Approved as to  
form + legality  
  
Utility Attorney





# Live Edge Construction, LLC

6910 N Main St., Unit 22B  
Granger, IN 46530

# Invoice

Date	Invoice #
5/23/2022	2436

Terms
Net 30

**Bill To**

City of Elkhart  
Public Works & Utilities  
1201 S Näppanee St  
Elkhart, IN 46516

Project
618 Sunset Ave

Description	Amount
5/17/22-618 Sunset Ave-Dig Up Ground, Replace Broken Sewer Pipe. (See Attached Detail)	
Excavator With Operator 12 Hours @ \$115.00 per hour	1,380.00
Laborer With Truck & Tools 15 Hours @ \$68.00 per hour	1,020.00
Laborer With Truck & Tools 15 Hours @ \$68.00 per hour	1,020.00
Miscellaneous Materials	331.00

*pd by  
TEPU*

Received  
MAY 23 2022  
ELKHART PUBLIC  
WORKS & UTILITIES

Approved for Payment by:
<i>Justin Shankolt</i> Sign Name
Justin Shankolt Print Name
5-23-22 Date

Remit Payment To  
LIVE EDGE CONSTRUCTION, LLC  
1201 DI DR  
UNIT B  
ELKHART, IN 46514

Total	\$3,751.00
Payments/Credits	\$0.00
Balance Due	\$3,751.00

**LIVE EDGE**  
Construction, LLC

**Excavation I.D. 4352**

With D&B plumbing

**City of Elkhart Billing Information**

Called in: 516 Date of Job: 5-17 Time Called in: 1745  
 Job: 618 SUNSET -UP Cross Street: COLUMBIAN  
 Confirmation #: 220 514 7982 Township: OSOLD  
 County: ELKHART

Description of work: Replace Broken Sewer pipe

Equipment	Operator	Hours	Totals
Excavator W/ Operator	<u>DOB</u>	<u>12 @ 115.00 =</u>	<u>1380-</u>
Bobcat Skid Loader w/ Operator	_____	_____	_____
Compactor	_____	_____	_____
Dump Trailer	_____	_____	_____
Laborer W/ Trucks & Tools	<u>ADAM</u> <u>CHARLS</u>	<u>15 @ 68.00 =</u> <u>15 @ 68.00 =</u>	<u>1020.00</u> <u>1020.00</u>

6"	4"	
___ Clay to Plastic Ferncos	___ Clay to Plastic Ferncos	<input checked="" type="checkbox"/> AEP (Indiana Michigan Power)
___ Ferncos	<u>2</u> Ferncos	<input checked="" type="checkbox"/> Nipsco
___ T	<u>2</u> T	<input checked="" type="checkbox"/> EPW
___ Coup	<u>7</u> Coup	<input checked="" type="checkbox"/> Frontier
___ 45 <i>Misc Materials \$ 331.00</i>	<u>4</u> 45	___ Comcast
___ St 45	___ ST 45	___ New Paris
___ Clean out Cap	<u>2</u> Clean out Cap	___ Communication Broadband
___ Pipe	<u>70</u> Pipe	___ Indiana Fiber

# Roto-Rooter Sewer & Drain

27991 CR 10  
 Suite 102  
 Elkhart, IN 46514  
 (574) 266-5453 Fax (574) 266-6117

# Invoice

Date	Invoice #
5/17/2022	112514

Bill To
CITY OF ELKHART - OPERATIONS 1201 SNAPPANEE ST ELKHART, IN. 46516

Ship To
618 SUNSET AVE. ELKHART, IN 46514

P.O. Number	Terms	Rep.	Ship	Via	F.O.B.	Project
	Net 30	MK/...	5/17/2022			618 SUNSET AVE.

Quantity	Item Code	Description	Price Each	Amount
1	DIAG-000	SERVICE CALL / TRIP CHARGE	99.00	99.00
2	DLS-003	TRAILER JETTER SERVICE PER HOUR (1-hour minimum)	317.00	634.00

*Pay by  
EPU*

Approved for Payment by:
<i>Justin Shanholt</i> Sign Name
Justin Shanholt Print Name
5-17-22 Date

**Received**  
 MAY 17 2022  
 ELKHART PUBLIC  
 WORKS & UTILITIES

<b>Total</b>				\$733.00
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**1-800-GET-ROTO**  
 Service 266-5453 • Fax 266-6117  
 27991 C.R. 10, Suite 102 • Elkhart, IN 46514  
 www.RotoRooter.com

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

INVOICE № 112514

708	NAME	618 S. Walnut	NAME	City of Elk
709	ADDRESS	STATE IN	ADDRESS	1201 S. Wappene
710	CITY	ZIP	CITY	Elk
711	HOME PHONE	WORK PHONE	HOME PHONE	WORK PHONE

DATE	5/17/22
TECH	MK-MLW
P.O. NO.	
START DATE	COMPLETION DATE

Power tested all 3 broken spots in trans pipe.  
 got out lots of sand.

TASK NO.	QTY.	DESCRIPTION	STD. RATE	AMOUNT
	1	TRIP Charge	\$ 99.00	
	2615	Parade Jet	\$ 634.00	

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

(SIGNATURE) \_\_\_\_\_ (PRINT NAME) \_\_\_\_\_

(SIGNATURE) \_\_\_\_\_ (PRINT NAME) \_\_\_\_\_

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

**LABOR GUARANTEE:** Monday - Friday 8:30 am - 5:00 pm  
 Main Branch Lines ..... 30 days  
 Toilet Auger ..... 7 days  
 Reason for no guarantee: \_\_\_\_\_

WHITE-OFFICE

YELLOW-CUSTOMER

PAID BY:	<input type="checkbox"/> CHECK	<input type="checkbox"/> CREDIT CARD	<input type="checkbox"/> CASH	INT.
CREDIT CARD #				
CHECK #				
EXP. DATE			ID CODE #	
C.C. ADDRESS & ZIP				
AUTH BY:				
OL. NO.				
DIAGNOSTIC FEE				
<b>TOTAL</b>				<b>733.00</b>

# Roto-Rooter Sewer & Drain

27991 CR 10  
 Suite 102  
 Elkhart, IN 46514  
 (574) 266-5453 Fax (574) 266-6117

# Invoice

Date	Invoice #
5/17/2022	112516

<b>Bill To</b>
CITY OF ELKHART - OPERATIONS 1201 S NAPPANEE ST ELKHART, IN. 46516

<b>Ship To</b>
618 SUNSET AVE. ELKHART, IN 46514

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	MK/...	5/17/2022			618 SUNSET AVE.

Quantity	Item Code	Description	Price Each	Amount
1	DIAG-000	SERVICE CALL / TRIP CHARGE (NO CHARGE)	0.00	0.00
1	DLS-003	TRAILER JETTER SERVICE PER HOUR (1 hour minimum)	317.00	317.00

*Pd. by  
EPU*

**Received**  
 MAY 17 2022  
 ELKHART PUBLIC  
 WORKS & UTILITIES

Approved for Payment by:	
<i>Justin Shankolt</i>	Sign Name
Justin Shankolt	Print Name
5-18-22	Date

**Total** \$317.00





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

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

INVOICE № 112516

NAME	ADDRESS	CITY	STATE	ZIP
HOME PHONE	CITY	STATE	ZIP	HOME PHONE
WORK PHONE	HOME PHONE	WORK PHONE	WORK PHONE	WORK PHONE

Power started main line hp into house and back out to broken pipe to pull out sludge and dirt out of pipe. Fan water line is open but no guarantees on how long line will last

TASK NO.	QTY.	DESCRIPTION	STD. RATE	AMOUNT
1	Power	Start line	317.00	

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

(SIGNATURE) \_\_\_\_\_ (PRINT NAME) \_\_\_\_\_

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

(SIGNATURE) \_\_\_\_\_ (PRINT NAME) \_\_\_\_\_

LABOR GUARANTEE: Monday - Friday 8:30 am - 5:00 pm  
 Main/Branch Lines.....30 days  
 Toilet Auger.....7 days  
 Reason for no guarantee \_\_\_\_\_

WHITE-OFFICE YELLOW-CUSTOMER

DATE	5-17-92
TECH	Matt / Matt
P.O. NO.	
START DATE	COMPLETION DATE

PAID BY:	<input type="checkbox"/> CHECK	<input type="checkbox"/> CREDIT CARD	<input type="checkbox"/> CASH	INT.
CREDIT CARD #	CHECK #	EXP. DATE	ID CODE #	
C.C. ADDRESS & ZIP	AUTH BY	DL. NO.		

DIAGNOSTIC FEE	
TOTAL	317.00



A&G Environmental Solutions LLC  
12191 N Woodland Acres Dr  
Syracuse, IN 46567 US  
agenvironmentalsolutions@gmail.com



# INVOICE

## BILL TO

Jason Simnick  
City of Elkhart Public Works  
1201 South Nappanee Street  
Elkhart Indiana 46516

INVOICE # 2168  
DATE 05/18/2022  
DUE DATE 05/18/2022  
TERMS Due on receipt

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Asbestos Removal	Removal of 103 linear foot of asbestos containing transite pipe material for the sewage service line that was broken in four different spots for the residential structure located at 618 Sunset Avenue in Elkhart Indiana.	1	3,825.00	3,825.00

BALANCE DUE **\$3,825.00**

*Pd by  
EPU*

Received  
MAY 24 2022  
ELKHART PUBLIC  
WORKS & UTILITIES

Approved for Payment by: <i>Justin Shankolt</i> Sign Name
<i>Justin Shankolt</i> Print Name
<i>5-24-22</i> Date

**Live Edge Construction, LLC**

6910 N Main St., Unit 22B  
Granger, IN 46530

**Invoice**

Date	Invoice #
5/24/2022	2437

Bill To

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

Terms
Net 30

Project
618 Sunset Ave

Description	Amount
5/24/22-618 Sunset Ave Replace 1 Section Of Sidewalk	588.00

*Received*  
MAY 24 2022  
ELKHART PUBLIC WORKS & UTILITIES

*Pay by EPU*

Approved for Payment by:
<i>Justin Sherkholt</i> Sign Name
Justin Sherkholt Print Name
5-24-22 Date

Remit Payment To  
LIVE EDGE CONSTRUCTION, LLC  
1201 DI DR  
UNIT B  
ELKHART, IN 46514

Total	\$588.00
Payments/Credits	\$0.00
Balance Due	\$588.00

## **B.O.W. SUMMARY**

**August 16, 2022**

Water Assessment Application: Lifeline Youth Ministries  
PO Box 73  
Elkhart, IN 46515  
Property: 2721 Prairie St  
Paid in full, \$1,821.60

Sewer Assessment Application: Damita Calhoun  
58668 Stella Dr.  
Elkhart, IN 46517  
Property: 631 Markle Ave.  
Paid in full, \$5,455.00

Beatrig Urbe  
3442 S. Main St.  
Elkhart, IN 46517  
Property: 3442 S Main St.  
Paid in full, \$5,815.00

Driveway Permit: #5029, Owner: Zachery Hochstetler  
Property: 131 W. Indiana Ave.  
Contractor: Homeowner  
\$600.00 bond by owner

Release of Bond: #5029, Owner: Zachery Hochstetler  
Property: 131 W. Indiana Ave.

Revocable Permits: #6526, Property Owner: Julie Hankins  
Property: 1303 W. Franklin St.  
Permit Holder: Julie Hankins  
Placing dumpster in street in front of house

#6527, Property Owner, Trevor Allen  
Property: 612 Aspenwald Ave.  
Permit Holder: Trevor Allen  
Placing dumpster in street in front of house

#6528, Property Owner: Steve Gruber  
Property: 112 Division St.  
Permit Holder: Steve Gruber  
Temporarily placing lift in the alley behind the house



Sent to Gail in  
inter-office mail



City of Elkhart  
Elkhart Municipal Airport

Rod Roberson  
Mayor

Andy Jones  
Airport Director

Elkhart Municipal Airport  
1211 CR 6 W  
Elkhart, Indiana 46514

Administration Office:  
(574) 264.5217  
FAX (574) 264.0915

## MEMO

To: Board of Public Works

From: Andy Jones; Elkhart Municipal Airport Director

Date: August 1, 2022

Re: Declaration of surplus & permission for disposal

Below, is a description of the items the Airport would like to declare surplus and given permission to move forward with the disposal of the items.

1. Old automated weather observation system parts (AWOS).

The Airport now has in operation a new AWOS. The old AWOS parts are not interchangeable with the new system so there is no need to keep them in our back up replacement parts inventory.

2. Old incandescent runway 9/27 lights and fixtures.

The Airport replaced all of the runway 9/27 lighting with new LED lights and fixtures. Federal Aviation Administration regulations do not allow mixing LED and incandescent lighting so there is no need to keep them in our back up replacement parts inventory.

The Elkhart Municipal Airport respectfully requests that these items be declared surplus and given permission to move forward with disposal.

Thank you,

Andy Jones  
Airport Director

Cell: 574-903-4815

08.02.22 - Sent to Gail  
in inter-office mail

CITY OF ELKHART

DISPOSAL OR TRANSFER-TO OF FIXED ASSET

DESCRIPTION OF ASSET \_\_\_\_\_  
LOCATION OF ASSET \_\_\_\_\_  
TYPE OF FIXED ASSET:

\_\_\_\_ LAND  
\_\_\_\_ BUILDING  
\_\_\_\_ CONSTRUCTION-IN-PROGRESS  
C.I.P. # \_\_\_\_\_  
C.I.P. LOCATION \_\_\_\_\_

\_\_\_\_ IMPROVEMENTS OTHER THAN BLDG  
 MACHINERY & EQUIPMENT  
\_\_\_\_ INFRASTRUCTURE

SERIAL NUMBER OR VIN \_\_\_\_\_  
DESCRIPTION/COMMENTS AWOS + old Runway Lights (See attached)  
BRAND OR MAKE \_\_\_\_\_ MODEL# \_\_\_\_\_  
YEAR \_\_\_\_\_ LICENSE# \_\_\_\_\_

DISPOSAL METHOD: SOLD \$ \_\_\_\_\_ TRADED \$ \_\_\_\_\_ Donation

JUNKED \_\_\_\_\_ SCRAPPED \_\_\_\_\_ END-OF-LEASE \_\_\_\_\_ STOLEN/WRECKED \_\_\_\_\_  
TRANSFERRED TO: \_\_\_\_\_ (ATTACH PD REPORT)

DATE BOARD APPROVED \_\_\_\_\_ DATE COUNCIL APPROVED \_\_\_\_\_  
(ATTACH COPY OF MINUTES) (REAL PROPERTY VALUE > \$9,999.)

DATE MAYOR APPROVED \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
(REAL PROPERTY ONLY)

DATE CONTROLLER APPROVED 8/10/22 SIGNATURE E. Adams

SIGNATURE OF PERSON RESPONSIBLE \_\_\_\_\_  
PRINTED NAME \_\_\_\_\_

SIGNATURE OF DEPARTMENT HEAD Andy Jones

IF TRANSFERRED:  
RECEIVING PERSON'S SIGNATURE \_\_\_\_\_  
PRINTED NAME \_\_\_\_\_

CONTROLLER'S USE ONLY

RECEIVED \_\_\_\_\_ FIXED ASSET ENTERED \_\_\_\_\_

INSURED \_\_\_\_\_ CONTROLLER'S INITIAL \_\_\_\_\_

Rod Roberson  
Mayor

Laura Kolo  
Environmental Resources

Tory Irwin, P.E.  
Engineering Services



Public Works &  
Utilities Department

Administration, Engineering  
& Laboratory  
574.293.2572

Utility Billing  
574.264.4273

1201 S. Nappanee St.  
Elkhart, Indiana 46516

**TO: BOARD OF PUBLIC WORKS**

**FROM: MARGARET M. MARNOCHA, ESQ.**

**RE: DENTONS' CONTRACT**

**DATE: AUGUST 11, 2022**

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There is a petition pending in the IURC that would mandate the Water Utility to provide numerous reports over time. Dentons Bingham Greenbaum, LLP has offered to let Elkhart join other municipal utilities in filing an objection to the petition. By joining with other public utilities we are able to cut down the cost of legal fees. Dentons has offered to provide those legal services at the cost of \$1000.

Please approve the attached engagement letter for Denton, Bingham and Greenbaum, LLP.



August 10, 2022

*Via email only ([maggie.marnocha@coei.org](mailto:maggie.marnocha@coei.org))*

City of Elkhart, Indiana  
Attn: Margaret Marnocha, Esq.  
Utility Attorney  
1201 S. Nappanee Street  
Elkhart, Indiana 46516

Re: *Engagement Letter – Motion to Dismiss in IURC Cause No. 45736*

Dear Maggie:

Thank you for choosing Dentons Bingham Greenebaum LLP to represent you in the matter described below.

I. **Our Client.** The purpose of this Engagement Letter, as well as the associated Terms of Business, is to set forth the Engagement Agreement by which Dentons Bingham Greenebaum LLP will represent the City of Elkhart, Indiana's water utility ("Elkhart").

II. **Scope of Representation.** We have agreed to provide legal services in connection with appearing in and advising and counseling on filing and arguing a motion to dismiss ("Motion") in Cause No. 45736 (OUCC request for investigation into utility disconnections) before the Indiana Utility Regulatory Commission ("IURC"). For purposes of clarity, the scope of work does not cover representation in Cause No. 45736 should the IURC deny the Motion and does not cover appeals (whether by the municipalities filing the motion to dismiss or other parties) of any IURC ruling on the Motion. Any work outside the scope of representation outlined herein will require a new or amended engagement letter.

III. **Terms of Business.** Attached is a copy of our Terms. If you would like another copy please let me know at any time.

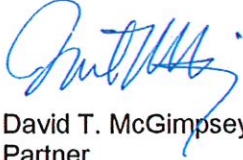
IV. **Our Team and Charges.** I will be the lawyer primarily responsible for this representation. For providing services within the scope of representation, the Firm will charge a flat fee of \$1,000.

Please indicate your agreement to the Letter and Terms by executing a copy of this Letter in the space provided below and returning it. A facsimile or scanned copy delivered via email are as acceptable as an original. We appreciate prompt receipt of an executed copy, but will commence work based on the understandings contained in this letter prior to our receipt of your signature. Of course, please contact me if you have any questions about anything in this Letter or the Terms, or with respect to any aspect of our representation of you.

Again, we are very pleased to have this opportunity to be of service and to work with you.

Very truly yours,

DENTONS BINGHAM GREENEBAUM LLP



David T. McGimpsey  
Partner

**Agreement and Acceptance**

The undersigned hereby acknowledges and agrees that he or she has reviewed and understands the terms and conditions of this Letter and the Terms. The undersigned further agrees and accepts these provisions, including, but not limited to, all disclosures regarding conflicts of interest, and hereby waives any conflict or potential conflict of interest as set forth therein.

City of Elkhart, Indiana

By: \_\_\_\_\_  
Margaret Marnocha, Utility Attorney

Date: \_\_\_\_\_

Enclosure: *Terms of Business*

DTM



# Terms of Business

## Dentons Bingham Greenebaum LLP

January 2020

Welcome to Dentons.

Thank you for choosing Dentons to represent you. These Terms of Business and the Engagement Letter form our Engagement Agreement.

### Dentons and You

1. The Letter sets out the scope of our representation and identifies you as our sole client. We do not represent any other persons or entities, including your parent, subsidiaries, and affiliates, unless named in the Letter. Our advice and work is provided solely for your benefit and relates only to the matters set out in the Letter. The Terms apply as soon as we start acting on your instructions, regardless of whether or not you have signed the Letter.
2. The partners of Dentons Bingham Greenebaum LLP also are partners of Dentons United States LLP, which is the US Region member of Dentons Group (a Swiss Verein), whose members and their respective subsidiaries, affiliates and related entities provide legal services in different locations, each of which is its own Legal Practice. For a list of each Legal Practice by location, see [dentons.com/legalnotices](https://www.dentons.com/legalnotices).
3. This Engagement Agreement is between you and Dentons Bingham Greenebaum LLP only and not any other Dentons Legal Practice within or outside the US Region, or any entity or individual. We will conduct ourselves in accordance with the professional responsibility rules applicable in the jurisdictions in which we render services.
4. Other Dentons Legal Practices outside the US Region represent many clients in different geographies, including entities and individuals that may enter into transactions

or have disputes with you. Unless such other Dentons Legal Practice is specifically engaged by you or on your behalf outside the US Region, you agree that those representations by other Dentons Legal Practices do not conflict with our representation of you, and that you will not assert that other Dentons Legal Practices outside the US Region are precluded from representing those entities and individuals.

5. While Dentons Bingham Greenebaum LLP remains solely responsible to you for this engagement, we may involve other lawyers and professionals from other Dentons Legal Practices, within or outside the US Region, to provide services. Unless we state otherwise, we will do so by subcontract. You agree that we may pay or apportion part of our fees and costs for the work in a manner that may be considered a referral fee in some jurisdictions.

### Our Working Relationship

6. Effective representation requires open and honest communication. We need you to provide us with clear and timely instructions, relevant information and documents, and make yourself available for consultation.
7. You should carefully check for any insurance policies that might relate to the work we do for you and notify your insurers promptly to protect your rights. Unless you disclose these policies and we agree to advise on them in the Letter, we are not responsible for advising you on the

existence or applicability of any insurance coverage.

8. We may communicate with you using any reasonable method, including electronic communications, like email, which may not be absolutely secure and present risk of interception or copying.
9. Generally, communications between a lawyer and client regarding legal advice are privileged and confidential. You may jeopardize these protections by disclosing communications to others. You agree we are under no duty to disclose to you any information that is confidential to another client or any other person.

### Advance Clearance of Conflicts of Interest

10. Each Dentons Legal Practice represents a wide variety of entities and individuals, some of whom may be, for instance, your borrowers, investors, shareholders, creditors, or other parties with conflicting interests in a litigation, arbitration, bankruptcy, insolvency or other matter. As a condition of our representation of you, you agree that, without further notice, we may represent other clients in matters, even if they are directly adverse to you, as long as: (1) those matters are not substantially related to our representation of you; or (2) we screen our lawyers and professionals who have such information from any involvement in the adverse representation. Of course, we will not use any confidential information received from you in any way



inconsistent with our professional responsibilities.

responsible for any collection costs, including reasonable attorneys' fees.

further notice to you. We need not keep documents containing our lawyer work product, mental impressions, notes, drafts, and emails and those documents will not be considered to be part of your client file.

#### **Fees and Costs**

11. Our fees are set out in the Letter. Hourly rates may be adjusted from time to time.
12. We may charge and you agree to pay for costs including travel, delivery services, imaging, printing, court fees, auditing and assurance services, and other expenses. For items we purchase in bulk or through fixed fee arrangements, such as computerized legal research, technology, and support services, we will charge you a rate reasonably apportioned to you. You agree to pay for third-party costs, such as experts, consultants, local counsel, retained by us on your behalf. In some circumstances, we may advance costs on your behalf and you agree to reimburse us promptly.
13. Unless expressly stated otherwise, estimates we provide are solely for planning purposes, subject to change, and reflect an assessment of fees or costs if a matter proceeds in accordance with our assumptions. This is neither a floor nor a ceiling on your obligation to pay, as actual fees and costs may deviate significantly from the estimate, either favorably or adversely. We will be happy to periodically update an estimate if requested. However, in the absence of such a request, we undertake no obligation to update or revise any estimate as a matter progresses or as actual fees and costs are realized.
14. All fees and costs of any Dentons Legal Practice, experts or third parties that we state or estimate exclude any sales, use, excise, transfer, value-added or similar taxes; any such taxes will be included in our invoices to you and are payable by you. If you or another payer of those fees, costs and taxes is required, on account of any taxes, to make any deduction when paying our invoices, you must increase the overall payment so that we receive a net sum equal to our full invoiced amount.
15. Our policy is to bill monthly, except that we reserve the right to issue an interim bill and to change the frequency of billing and the time for payment. If you disagree with any invoice, please contact us immediately, otherwise we will understand that the invoice is agreeable to you. Our invoices are payable when delivered on the terms set forth therein, and you remain responsible for paying them even if you have an arrangement with a third party payor for payment. If full payment is not received when due, we reserve the right to suspend services, terminate and/or seek withdrawal, charge reasonable interest, and hold you

16. In adversarial proceedings, you agree that as of 90 days before any scheduled trial or arbitration date (or a later time that we may make such request), all fees and costs incurred up to that point will be paid and you will either provide us with a deposit (or augment any existing deposit) or make another satisfactory arrangement to ensure payment of all fees and costs estimated to be incurred from that point through the end of trial or arbitration.

#### **Privacy, Data Protection and Other Regulation**

17. We are often asked for information about our experience. You consent to our public disclosure that you are a client and a general description of our work for you.
18. Anti-money laundering, anti-bribery, anti-terrorist and similar laws require compliance with client identification, verification, and other rules. We may not be able to represent you until we have all the information we need for these purposes.
19. Dentons is committed to ensuring the privacy and confidentiality of personal data disclosed to us in the course of our work for you. We will handle personal data you send to us about you, your employees, agents, contractors or other individuals in accordance with data protection and privacy standards equivalent to or higher than those required by law. We may transfer such data between locations in order to provide legal services to you.
20. Where we process personal data as provided above we do so as a data controller and we ultimately take responsibility for carrying out the data in compliance with applicable data protection and privacy laws. An overview of the categories of personal data we collect and how we use it is provided in the Privacy Policy that you may find at [www.dentons.com](http://www.dentons.com). You confirm to us that, to the extent reasonable, you will communicate this Privacy Policy to any individuals whose personal data you provide to us. Any personal data supplied by us to you about our employees and/or any other individuals may only be used for the expressed purposes for which that information is provided to you.
21. We do not tolerate bribery or corruption.

#### **Your File and Our Records Retention**

22. Absent professional obligations or written direction from you to the contrary, we may dispose of all records relating to the representation seven years after we last performed work on the matter, without

#### **Termination**

23. You may terminate the engagement at any time for any reason. We may terminate the engagement at any time, consistent with our ethical obligations. We expressly reserve the right to stop acting for you, and you expressly consent to our right to terminate, if you fail to pay for amounts invoiced or requested. You remain responsible for paying fees and costs related to work performed before the end of the engagement, and we will not be liable for any resulting loss.

#### **Completion of Engagement**

24. Our representation of you will end when we have completed the services described in the Letter, send our final invoice, or, unless otherwise agreed, after six months of furnishing no billable services to you, whichever occurs sooner, without the need for further written confirmation. Any new relationship will require a new Engagement Letter, notwithstanding any communications or administrative action after that period.

#### **Translations**

25. If we use or prepare a translation, you should be aware that words and legal concepts used in one language may not have equivalents in another. You should not assume that any translation exactly replicates the original text.

#### **Entire Agreement**

26. The Engagement Agreement cannot be modified by any policies, procedures, guidelines, correspondence, or other document from you unless agreed to in writing by a partner of Dentons Bingham Greenebaum LLP. If there is a conflict between the Terms and the Letter, the provisions of the Letter control. If any part of the Engagement Agreement is held to be illegal, invalid or unenforceable, it shall not form part of the agreement and the balance shall remain enforceable and shall not be affected.

**ADDENDUM TO CONTRACT**

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

I, Betsy Rodway, 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 Dentons Bingham Greenebaum LLP (“Consultant”) in the position of Office Manager.
3. I am familiar with the employment policies, practices, and procedures of Consultant and have the authority to act on behalf of the Consultant.
4. Consultant is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached as Exhibit “A” and incorporated herein.
5. Consultant does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Consultant 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 11th day of August, 2022.

\_\_\_\_\_  
Printed: Betsy Rodway



## Dentons Bingham Greenebaum Participates in E-Verify

## Esta Organización Participa en E-Verify



This employer participates in E-Verify and will provide the federal government with your Form I-9 information to confirm that you are authorized to work in the U.S.

If E-Verify cannot confirm that you are authorized to work, this employer is required to give you written instructions and an opportunity to contact Department of Homeland Security (DHS) or Social Security Administration (SSA) so you can begin to resolve the issue before the employer can take any action against you, including terminating your employment.

Employers can only use E-Verify once you have accepted a job offer and completed the Form I-9.

### **E-Verify Works for Everyone**

For more information on E-Verify, or if you believe that your employer has violated its E-Verify responsibilities, please contact DHS.

Este empleador participa en E-Verify y proporcionará al gobierno federal la información de su Formulario I-9 para confirmar que usted está autorizado para trabajar en los EE.UU..

Si E-Verify no puede confirmar que usted está autorizado para trabajar, este empleador está requerido a darle instrucciones por escrito y una oportunidad de contactar al Departamento de Seguridad Nacional (DHS) o a la Administración del Seguro Social (SSA) para que pueda empezar a resolver el problema antes de que el empleador pueda tomar cualquier acción en su contra, incluyendo la terminación de su empleo.

Los empleadores sólo pueden utilizar E-Verify una vez que usted haya aceptado una oferta de trabajo y completado el Formulario I-9.

### **E-Verify Funciona Para Todos**

Para más información sobre E-Verify, o si usted cree que su empleador ha violado sus responsabilidades de E-Verify, por favor contacte a DHS.

**888-897-7781**

**dhs.gov/e-verify**



**E-VERIFY IS A SERVICE OF DHS AND SSA**

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## My Company Account

# My Company Profile

## Company Information

<b>Company Name</b> Dentons Bingham Greenebaum LLP	<b>Doing Business As (DBA) Name</b> ...
<b>Company ID</b> 482999	<b>Enrollment Date</b> Jan 04, 2012
<b>Employer Identification Number (EIN)</b> 611584266	<b>Unique Entity Identifier (UEI)</b> ...
<b>DUNS Number</b> ...	<b>Total Number of Employees</b> 100 to 499
<b>NAICS Code</b> 541	<b>Sector</b> Professional, Scientific, and Technical Services
<b>Subsector</b> Professional, Scientific, and Technical Services	

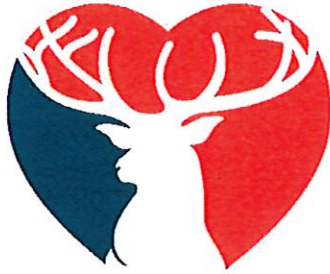
**CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN**

I, David T. McGimpsey, certify to the following:

1. Pursuant to Indiana Code 5-22-16.5 *et seq.*, I am not now engaged in investment activities in Iran.
2. I understand that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

EXECUTED THIS 11th DAY OF August, 2022.

Printed: David T. McGimpsey



City of Elkhart, Indiana  
*the city with a heart*

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## Title VI Notice

### Title VI Policy

The City of Elkhart, Indiana (Elkhart) is committed to a policy of inclusiveness, fairness, and accessibility of its programs, activities and services to all persons in Elkhart. As provided by Title VI of the Civil Rights Act of 1964 and all related statutes, Elkhart assures that no person shall, on the on the grounds religion, race, color, national origin, sex, age, disability/handicap, sexual orientation, gender identity, limited English proficiency, or low income status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any City of Elkhart program, activity or service. The City of Elkhart further assures every effort will be made to ensure non-discrimination in all of its programs, activities, and services, whether those program, activities and services are federally funded or not. In the event the City of Elkhart distributes Federal aid funds to another entity, the City of Elkhart will include Title VI language in all written agreements.

The Title VI Coordinator is:

Title VI Coordinator  
City of Elkhart  
229 S 2<sup>nd</sup> Street  
Elkhart, Indiana 46516

Voice: (574) 294-5471  
Fax: (574) 293-7658  
TDD: (574) 389-0198  
Email: [titlevicoordinator@coei.org](mailto:titlevicoordinator@coei.org)



Acceptance by Consultant

I hereby certify that I have received the City of Elkhart's "Title VI Notice" and agree to comply with the requirements and provisions of the City of Elkhart's Title VI Policy during the duration of this Agreement with the City of Elkhart.

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Signed

David T. McGimpsey

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Printed Name

August 11, 2022

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Dated

The City of Elkhart Title VI Policy may be accessed here:

<https://elkhartindiana.org/government/human-resources/#tab-b900fced1bdffd36578>