

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

**Common Council Chambers**

**9:00 A.M., Tuesday, June 6, 2023**

<https://coei.webex.com/coei/j.php?MTID=m54005f96d4c11346f4710315b95f8c23>

Join by phone: 1-415-655-0001

Meeting Number (access code): 2304 912 7260 Meeting password: BOW23

- I. Roll Call**
- II. Approve Agenda**
- III. Open Bids and Quotes**
  - Bid #23-07 2023 ADA Curb Ramp Project
  - Quote #23-11 Trip Hazard Removal Project
- IV. Claims & Allowance Docket**
- V. Minutes: Regular Meeting May 16, 2023**
- VI. Engineering**
  - a.) Utility
    - Oakland Avenue- Project B CSO Storage Tank PSA with DLZ, Indiana, LLC
    - Partial Payment #15 to Bowen Engineering Corp.: Elkhart WWTP Capacity Upgrades Phase 2
    - Partial Payment #56 to Donohue & Associates, Inc.: Elkhart WWTP Capacity Upgrades Phase 2
  - b.) Right of Way
    - No Parking Signs: 2703-2723 Burr Oak Avenue
    - No Parking Areas: Washington Gardens
    - Change Order #1 & Final: Lexington Landing Stormwater Pipe Replacement
    - Change Order #1: Greenleaf Blvd. Rehab Bid #23-03
  - c.) Summary
    - Sewer Assessment Application
    - Water Assessment Applications
    - Revocable Permits
    - Release of Bond
- VII. Utilities**
  - a.) Administration
    - Wastewater Utility MRO April 2023
  - b.) Pretreatment
    - Notice of Violation: Norfolk Southern Permit #85-27
    - Notice of Violation: Temple Products- Wyland Drive Permit #2018-01
    - Notice of Violation: Cobus Green
    - Notice of Violation: Bimbo Bakeries Permit #2006-03
    - Notice of Violation: McDowell Enterprises Permit #85-01

**VIII.**

**New Business**

- Fire Station #6 PSA with DLZ Indiana, LLC
- Economic Development Grant: Elkhart Festivals, Inc. for the Elkhart Jazz Festival
- CozyCloud iT Internet Contract
- Peerless Network SIP Trunk Contract
- Agreement with Baker Tilly US, LLP for Comprehensive Financial Plan

**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 30<sup>th</sup>, 2023   
JAMIE ARCE - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF \$6,199,226.02 AS LISTED ON THE REGISTER ATTACHED HERETO CONSISTING OF 35 PAGES, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

**EXECUTED THIS 6TH DAY OF JUNE 2023 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 June 6, 2023

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

Fund	Vendor	Description	Amount
1101	MC EQUIPMENT INC	2023 KNUCKLEBOOM	272,284.00
1101	CENTRAL SQUARE TECHNOLOGY	ANNUAL MAINTENANCE CONTRACT	44,570.87
2201	RUBLE TRUCK SALES, LL	2-2024 INTERNATIONAL TRUCKS	321,550.00
2201	MISHAWAKA-F, LLC	2023 F250 TRUCK	46,395.00
2202	RIETH-RILEY CONSTRUCTION	ASPHALT	52,372.57
2202	RIETH-RILEY CONSTRUCTION	ASPHALT	42,980.53
2505	MOTOROLA SOLUTIONS, INC	ANNUAL RADIO MAINTENANCE	40,190.00
4436	UNITED STATES AUTO CLUB	2023 ECONOMIC DEVELOPMENT	50,000.00
4453	PREMIUM CONCRETE SERVICES	S MAIN PHASE III CONSTRUCTION	316,233.06
6201	TROJAN TECHNOLOGIES	UV PARTS	142,486.00
6203	HOWDEN USA COMPANY	GAS BOOSTER REPLACEMENT	33,748.00
7704	EVERSIDE HEALTH LLC	CLINIC MONTHLY FEES	47,541.48

Total Claims over \$25,000	1,410,351.51
Regular Claims under \$25,000:	647,454.00
<b>Total Regular Departmental Claims:</b>	<b>2,057,805.51</b>

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

1101	INDIANA MICHIGAN POWER	ELECTRICITY	30,897.31
4436	ELKHART FESTIVALS	SALUTE TO VETERANS & AIRSHOW	50,000.00
6201	INDIANA MICHIGAN POWER	ELECTRICITY	32,245.08

Total Pre-Approved over \$25,000:	113,142.39
Regular Claims under \$25,000:	241,277.83
<b>Total Pre-Approved Claims:</b>	<b>354,420.22</b>

**American Rescue Plan Claims:**

2474	CLAYTON HOOVER AND SONS	HOMEOWNER OCCUPIED REHAB	9,954.00
2474	JI CPNTRACTING COMPANY	HOMEOWNER OCCUPIED REHAB	25,600.00
2474	KONE	ELEVATOR AT MUNICIPAL	3,780.00
2474	WARRICK & BOYN	WORKFORCE HOUSING	5,406.02
2474	CHARLIE BOOKS	HOMEOWNER OCCUPIED REHAB	18,750.00
2474	CHARLIE BOOKS	HOMEOWNER OCCUPIED REHAB	14,200.00
2474	CHARLIE BOOKS	HOMEOWNER OCCUPIED REHAB	22,350.00

**Total American Resuce Plan Claims: 100,040.02**

**UTILITY REFUNDS**

**59.97**

**Payroll and Pension Payments:**

**Fire & Police Pension**

**Bi-weekly Payroll**

5/12/2023 1,845,161.30

5/26/2023 1,841,739.00

**RETRO PAY**

**Total Payroll: 3,686,900.30**

**Total All Claims, Internal Payments, and Payroll: \$ 6,199,226.02**

*(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, May 16, 2023

President Mike Machlan called a regular meeting of the Board of Public Works to order at 9:00 a.m., Tuesday, May 16, 2023. Clerk of the Board Nancy Wilson called the roll. Mike Machlan, Rose Rivera, Chad Crabtree and Jamie Arce attended in person. Ron Davis was absent.

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 Rose Rivera and carried 4-0, the agenda was amended by removing the Proposed Sewer Connection to Elkhart County Regional Sewer District Heaton Lake. The amended agenda carried 4-0.

2. Open Bids & Quotes

Bid #23-05 REBID SR 19 Corridor Improvements

Proof of publication was presented which appeared in The Elkhart Truth on April 22 and April 29, 2023. No bids were received.

Quote #23-10 2031 Anna Drive Stormwater Pipe Replacement

One proposal was received from Premium Concrete Services for \$30,775.00. On motion by Jamie Arce, seconded by Chad Crabtree and carried 4-0, the proposal was given to staff to review and report back with an award later in the meeting if practical.

3. Claims & Allowance Docket

On motion by Chad Crabtree, seconded by Rose Rivera and carried 4-0, the Board approved the claims and allowance docket totaling \$4,603,164.78, consisting of 27 pages as prepared on May 9, 2023 at 1:19 p.m.

4. Minutes Regular Meeting May 3, 2023

On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the Board approved the minutes from May 3, 2023.

5. Engineering

(A.) Utility

Partial Payment #55 to Donohue & Associates: Elkhart WWTP Capacity Upgrades Phase 2

On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the Board approved partial payment #55 in the amount of \$71,015.00 to Donohue & Associates from the allocated SRF loan for construction on the Elkhart WWTP Capacity Upgrades Phase 2 project.

(B.) Right of Way

South Shore-Cottage Avenue Right of Way Dedication

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board approved the right of way dedication for South Shore- Cottage Avenue.

Change Order #1 South Main Street Phase 3: Bid #23-21

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0 the Board approved Change Order #1 for the South Main Street Phase 3 Lusher to Indiana project, Bid #23-21 for \$4,466.90, bringing the current contract price to \$574,466.90.

Award Quote #23-10 2031 Anna Drive Stormwater Pipe Placement

On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the Board awarded Quote #23-10 2031 Anna Drive Stormwater Pipe Replacement to

BOARD OF PUBLIC WORKS

Tuesday, May 16, 2023

Premium Concrete Services , who was the lowest, responsive and responsible quote with a contract price of \$30,775.00.

(C.) Summary

On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the following permits were ratified:

Sewer Assessment Applications:

Habitat for Humanity  
2910 Elkhart Rd.  
Goshen, IN. 46526  
Property: 906 Independence  
Paid \$6715.00

Habitat for Humanity  
2910 Elkhart Rd.  
Goshen, IN. 46526  
Property: 918 Independence  
Paid \$4135.00

Lacasa Inc.  
202 N. Cottage  
Goshen, IN. 46528  
Property: 1639 Huron St.  
Paid \$4255.00

Lacasa Inc.  
202 N. Cottage  
Goshen, IN. 46528  
Property: 1635 Huron St.  
Paid \$4255.00

Water Assessment Applications:

Lacasa Inc.  
202 N. Cottage  
Goshen, IN. 46528  
Property: 1639 Huron St.  
Paid \$1089.00

Lacasa Inc.  
202 N. Cottage  
Goshen, IN. 46528  
Property: 1635 Huron St.  
Paid \$1089.00

Habitat for Humanity  
2910 Elkhart Rd.  
Goshen, IN. 46526

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Property: 906 Independence  
Paid \$1371.90

Habitat for Humanity  
2910 Elkhart Rd.  
Goshen, IN. 46526  
Property: 918 Independence  
Paid \$1075.20

Darryl Riegsecker, North Meadow of Goshen  
P.O. Box 525  
Goshen, IN. 46527  
56290 River Shore Lane  
Paid \$1171.80

Darryl Riegsecker, North Meadow of Goshen  
P.O. Box 525  
Goshen, IN. 46527  
Property: 56272 River Shore Lane  
Paid \$1171.80

Team Construction  
1849 W. Lincoln  
Goshen, IN. 46526  
Property: 10089 Lehman St.  
Paid \$690.00

Osman Enrique Diaz Alvarado  
922 E. Herrold Ave.  
Elkhart, IN. 46517  
Property: 922 E. Herrold Ave.  
Paid \$1461.60

Paul Herrich  
2408 Toledo Rd.  
Elkhart, IN. 46516  
Property: 2408 Toledo Rd.  
Paid \$1620.30

Revocable Permits:

#6538, Owner: Diana Gibson  
Property: 231 N. Main St.  
Permit Holder: Diana Gibson  
Description: Outdoor Seating & Table

#6556, Owner: Elkhart Community Schools  
Property: 1735 Strong Ave



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Permit Holder: Mary Daly School & PTO  
Description: 5 sets of bleachers on the easement & sidewalk

#6555, Owner: Dallas Bergl  
Property: 2818 E. Jackson Blvd  
Permit Holder: HartWood Tree Care  
Description: Closing west bound lane in front of 2818 E. Jackson

6. Utilities

(A.) Administration

Wastewater Utility MRO for April 2023

On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the Board accepted and placed on file the Wastewater Utility MRO for April 2023.

Water Utility MRO for April 2023

On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the Board accepted and placed on file the Water Utility MRO for April 2023.

(B.) Pretreatment

Notice of Violation: Bimbo Bakeries Permit #2006-03

On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the Board approved a Violation for Bimbo Bakeries, Permit #2006-03, for failure to submit a self-monitoring report by the due date, and assessed a \$200.00 penalty.

Jon Kania of Bimbo Bakeries participated in the discussion via WebEx noting the violation occurred in 2022, and they have made significant strides in 2023.

7. New Business

Request to Purchase Street Sweeper for Street Department

On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the Board approved the purchase of a new, Global M-4 a Mechanical Street Sweeper from Brown Equipment Company for \$335,998.00, and granted permission to trade in the 2010 Allianz Global Street Sweeper, Unit #384 for \$10,000.00 declaring it surplus, resulting in a total purchase price of \$325,998.00. Jamie Arce noted the bid was through the State of Indiana Sourcewell Purchasing Cooperative.

BOW Resolution 23-R-12 Prohibiting Camping Under Bridges and Walkways in the City of Elkhart

On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the Board approved Board of Works Resolution 23-R-12, a Resolution prohibiting camping under all bridges in the City of Elkhart.

8. Use and Event Permits

On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the Board approved the following Use and Event Permits:

- Corpus Christi Procession 6/11- ESS, Special Exception from Noise, Public Assembly
- Lerner on the Lawn 5/25, 6/29, 7/27, 8/31, 9/28, 10/26- Central Green Stage, Special Exception from Noise, Public Assembly
- Crossroads Picnic in McNaughton Park Thursdays June & July-- Public Assembly Special Exception from Noise

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- Crossroads Church in Ulery Park Sundays in June & July & 8/6- Special Exception from Noise, Public Assembly
- McMorris Block Party 7/15- Temporary Street Closure, Special Exception from Noise
- Baskin Birthday Party 5/20- Temporary Street Closure, Special Exception from Noise
- Scandinavian Festival 8/26- Temporary Street Closure, Special Exception from Noise
- Hispanic Heritage Festival 9/30- Central Green Stage, EMS, Golf cars, Trailer, EPD, Temporary Street Closure
- Snappers Music-  
5/13,5/20,5/27,6/3,6/10,6/17,6/24,7/8,7/15,7/22,7/29,8/5,8/12,8/13,8/19,8/26,9/2,9/9,9/16,9/23,9/30,10/7,10/14,10/21 Special Exception from Noise
- Grand Prix 8/4-8/5 Central Green Stage, Temporary Street Closures, Special Exception from Noise, Public Assembly, Tents, Golf Carts, Fencing, ESS, EMS, EPD, Bridge Banners, Plaza Sign
- Independence Day 7/1- Central Green Stage, Civic Plaza, Temporary Street Closures, Special Exception from Noise, Public Assembly, Tents, Golf Carts, Fencing, ESS, EMS, EPD, Plaza Sign
- Leroy Robinson Southern Soul & Jazz on the Green 8/19- Central Green Park, Public Assembly, Fencing, EPD, Temporary Street Closure, Special exception from Noise, Plaza Sign

9. Adjournment

On motion by Chad Crabtree, seconded by Jamie Arce and carried 4-0, the Board, the Board of Works adjourned at 9:31 a.m.

\_\_\_\_\_ Michael C. 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:** June 30, 2023

**TO:** Board of Public Works

**FROM:** Paul Wunderlich, Utility Engineer *W*

**RE:** **Oakland Avenue - Project B CSO Storage Tank  
Professional Service Agreement - DLZ**

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[Per the City's CSO Consent Decree, the Oakland Avenue project is moving forward with deadlines on the Long Term Control Plan. A comprehensive study of the Oakland Avenue Project was conducted and we have broken the project into 4 components for affordability and constructability purposes. Project A was designed by DLZ and is under construction by C & E Excavating. With Project A underway, the next step is design of Project B.

Working backwards, as the sewer flow must have somewhere to go, the first project on the list was Project A, the force main between the future tank and the WWTP. The next portion of the overall project is Project B, the CSO storage tank. We sent out requests to 6 consultants for applications to perform the design. We received only one response from DLZ Consulting and after evaluation the review committee confirmed DLZ as the consultant.

The Oakland Avenue Control Measure is the single largest project remaining in the LTCP. This PSA for Oakland Project B design of the 1.4 million gallon CSO Storage includes the preliminary engineering report, full design, permitting, public participation meetings, survey, construction administration, inspection, etc.

Due to the current funding available and the significant expense involved, DLZ Indiana, LLC, has subdivided the Oakland B project into two service phases, I and II. We are asking the board to approve the Oakland B Project Services Phase I and we will be returning to the Board for approval of Oakland B Services Phase II when funding is available.

This PSA has been approved by legal.

It is requested the Board of Public Works:

**approve the Phase I Services Professional Service Agreement between the City and DLZ Indiana, LLC for the Oakland Avenue CSO Storage Tank, Project B, in an amount not to exceed \$2,610,500.00**





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

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**DATE:** June 30th, 2023

**TO:** Board of Public Works

**FROM:** Paul Wunderlich, Utility Engineer *PW*

**RE:** **Elkhart WWTP Capacity Upgrades – Phase 2 – QA7634: Approval of Partial Payment Request #15 to Bowen Engineering Corporation**

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Please see the attached partial pay application #15 from Bowen Engineering Corporation for construction services provided for the Elkhart WWTP Capacity Upgrades project for work performed during the period thru March 31st, 2023. This partial pay application, in the amount of \$1,449,585.00, includes a payment for recent construction activities on the project, as well as payment for retainage. It will be paid through the SRF loan for this project. The partial payment this application breaks down as follows:

Payment Due	\$1,304,626.00
Retainage Held	\$144,959.00
Total Amount	\$1,449,585.00

To date, including this payment and all retainage, we have paid \$13,719,755.00, or 50.90% of the \$26,956,543.49 current contract price.

It is requested that the BOW:

**approve partial payment request #15 in the amount of \$1,449,585.00 to Bowen Engineering Corporation from the allocated SRF loan for construction on the Elkhart WWTP Capacity Upgrades – Phase 2 project.**

Received

MAY 09 2023

ELKHART PUBLIC WORKS & UTILITIES



Contractor's Application for Payment No. 015


Application Period: 3-1-2023 - 3-31-2023	Application Date: 4/17/2023
To (Owner): City of Elkhart	Via (Engineer): Donohue & Associates
Project: Elkhart WWTP Capacity Upgrades Phase II	SRF's Project No.: WW18262004
Owner's Contract No.: QA 76 34	Engineer's Project No.: 13476

Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions
1	\$80,989.13	
2	\$64,554.49	
TOTALS	\$145,543.62	
NET CHANGE BY CHANGE ORDERS	\$145,543.62	

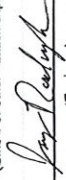
1. ORIGINAL CONTRACT PRICE..... \$ 526,811,000.00
2. Net change by Change Orders..... \$ 145,543.62
3. Current Contract Price (Line 1 + 2)..... \$ 526,956,543.62
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 13,719,754.84
5. RETAINAGE:
  - a. 10% X \$9,609,844.83 Work Completed..... \$ 960,984.49
  - b. 10% X \$4,109,909.99 Stored Material..... \$ 410,991.00
  - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 1,371,975.48
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 12,347,779.36
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 11,043,152.79
8. AMOUNT DUE THIS APPLICATION..... \$ 1,304,626.57
9. BALANCE TO FINISH, PLUS RETAINAGE (Column H total on Progress Estimates + Line 5.c above)..... \$ 14,608,764.26

**Contractor's Certification**  
 The undersigned Contractor certifies, to the best of its knowledge, the following:  
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.  
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and  
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature:  Date: 4/17/2023

By: David W. Smith, Project Manager

Payment of: \$ 1,304,626.57  
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  May 8, 2023  
 (Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
 (Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Date)  
 (Owner)

Approved by: \_\_\_\_\_ (Date)  
 Funding or Financing Entity (if applicable)

APPROVED FOR PAYMENT

DATE: DESCRIPTION: ACCOUNT LINE: PO NO: APPROVED BY:



**Progress Estimate - Lump Sum Work**

**Contractor's Application**

For (Contract):		Agreement 00 52 16-1 Elkhart WWTP Capacity Upgrades Phase II		Application Number: 015		4/17/2023			
Application Period:		3-1-2023 - 3-31-2023		Application Date:		4/17/2023			
Specification Section No.	A Description	Work Completed				F Materials Stored This Period (not in C or D)	G Total Completed and Stored to Date (C + D + E + F)	H Balance to Finish (B - F)	
		B Scheduled Value (\$)	C From Previous Application (C-D)	D This Period	E Materials Previously Stored (Not in C or D)				
	Performance Bond and Insurance	\$119,077.00	\$119,077.00				\$119,077.00	100.0%	\$ -
	Maintenance Bond	\$54,767.00							\$54,767.00
	Mobilization	\$820,680.00	\$820,680.00				\$820,680.00	100.0%	
	Office Support	\$880,245.00	\$528,147.00	\$44,012.25			\$772,159.25	65.0%	\$308,085.75
	Field Supervision	\$966,680.50	\$628,342.30	\$48,334.02			\$676,676.32	70.0%	\$290,004.19
	Demobilization	\$94,654.00							\$94,654.00
	Sitework	\$406,869.00	\$208,082.13	\$12,206.07			\$325,495.20	80.0%	\$81,373.80
	Paving & Sidewalks	\$128,645.00							\$128,645.00
	Ductbank	\$43,869.00	\$40,014.85				\$40,014.85	91.2%	\$3,854.15
	200- Primary Effluent Channel Structural	\$51,317.00					\$9,892.00	19.3%	\$41,425.00
	210- CMDF Diversion Demo & Excavate	\$316,684.00	\$300,849.80				\$300,849.80	95.0%	\$15,834.20
	Concrete Slab & Walls	\$285,421.00	\$285,421.00				\$285,421.00	100.0%	
	Concrete Sump	\$102,453.00	\$102,453.00				\$102,453.00	100.0%	
	Structural	\$80,011.00	\$35,140.80				\$72,009.90	90.0%	\$8,001.10
	Temp. Bypass	\$250,241.00							\$250,241.00
	Process Mechanical	\$497,398.00					\$74,431.12	15.0%	\$422,966.88
	Pinch Valve	\$425,000.00					\$425,000.00	100.0%	
	HVAC	\$23,506.00							\$23,506.00
	Electrical	\$127,589.00	\$25,517.80				\$25,517.80	20.0%	\$102,071.20
	240 and 241 - PC6 Diversion and Meter Vault Demo	\$13,688.00							\$13,688.00
	Concrete Repair - Unit Cost Item Structural	\$37,765.00							\$37,765.00
	Equipment	\$6,463.00	\$2,390.90	\$840.19			\$6,463.00	100.0%	
	Process Mechanical	\$10,755.00					\$9,892.00	92.0%	\$863.00
	Electrical	\$7,133.00	\$2,853.20				\$2,853.20	40.0%	\$4,279.80
	300- Primary Control Building Electrical	\$27,851.00	\$4,177.65				\$4,177.65	15.0%	\$23,673.35
	Concrete Repair - Unit Cost Item	\$25,884.00							\$25,884.00
	310 - Primary Tunnel Demo	\$32,966.00	\$28,011.11				\$28,011.11	85.0%	\$4,954.89
	Concrete Repair - Unit Cost Item	\$28,969.00							\$28,969.00
	Concrete curbs	\$5,546.00							\$5,546.00
	Structural	\$4,320.00					\$418.23	9.7%	\$3,901.77
	Equipment	\$115,446.00					\$103,849.00	90.0%	\$11,597.00



# Contractor's Application

## Progress Estimate - Lump Sum Work

For (Contract):		Application Number: 015							
Application Period: 3-1-2023 - 3-31-2023		Application Date: 4/17/2023							
Agreement 00 52 16-1 Elkhart WWTP Capacity Upgrades Phase II		Work Completed							
A	B	C	D	E	F	G	H		
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Previously Stored (Not in C or D)	Materials Stored This Period (not in C or D)	Total Completed and Stored to Date (C + D + E + F)	% (F / B)	Balance to Finish (B - F)
	<b>Change Order 001</b>								
	Study to Confirm Fiber Connectivity	\$2,057.42	\$2,057.42				\$2,057.42	100.0%	
	HVAC Equipment Change Credit	(\$2,264.46)							(\$2,264.46)
	2" W1 and 4" W4 Water Line Replacement	\$23,154.40	\$23,154.40				\$23,154.40	100.0%	
	6" W1 Water Route Near Str. 801 and Isolation Valve Addition	\$16,270.56	\$16,270.56				\$16,270.56	100.0%	
	Rerouting 2" Sump Discharge in Far East End of Str. 310 Primary Tank	\$8,850.18							\$8,850.18
	Modification in Primary Clarifier No. 6 Diversion Structure	\$3,677.88	\$3,677.88				\$3,677.88	100.0%	
	Demolition of Canopies at North and South Locations	\$26,693.15	\$21,354.52				\$21,354.52	80.0%	\$5,338.63
	Fiber Optic Connectivity and Repair and Retesting	\$2,550.00	\$2,550.00				\$2,550.00	100.0%	
	<b>Change Order 002</b>								
	Primary Effluent Reducer Replacement - 410 Aeration Tunnel	\$33,197.29							\$33,197.29
	Spare Conduits and Cabling to the 370 Central Operations	(\$7,836.29)							(\$7,836.29)
	Change in Color B Block on Structure 370	\$12,379.03		\$9,903.22			\$9,903.22	80.0%	\$2,475.81
	RAS Piping Configuration Discrepancies	\$24,669.58							\$24,669.58
	10. Aeration Tank Drain Routing Modifications	\$14,638.38	\$11,710.70	\$2,927.68			\$14,638.38	100.0%	
	Cost Adjustment for Small Diameter W1 Water Line	(\$332.24)	(\$332.24)				(\$332.24)	100.0%	
	Structure 355 Drain Pump Station Valve Vault Modifications	\$5,011.02							\$5,011.02
	Deleted Seal Water System for RAS Pumps	(\$17,172.28)							(\$17,172.28)
	<b>Totals</b>	\$26,956,543.62	\$9,101,402.85	\$508,442.00	\$3,168,766.91	\$941,143.08	\$13,719,754.84		\$13,236,788.78

# Stored Material Summary

# Contractor's Application

For (Contract): Agreement 00 52 16-1 Elkhart WWTP Capacity Upgrades Phase II  
 Application Period: 3-1-2023 - 3-31-2023  
 Application Number: 015  
 Application Date: 4/17/2023

A Bid Item No.	B Supplier Invoice No.	C Submittal No. (with Specification Section No.)	D Storage Location	E Description of Materials or Equipment Stored	D Stored Previously		F Amount Stored this Month (\$)	G Subtotal Amount Completed and Stored to Date (D + E)	F Incorporated in Work		G Materials Remaining in Storage (\$ (D + E - F))
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)	
			West of SR. 19	210 Aluminum Grating (See Structural Line in LS)	6/2022	\$7,700.00	\$7,700.00	\$7,700.00			\$7,700.00
			South of FCs	210 Reinforcing Steel (See Structural Line in LS)	5/2022	\$27,033.10	\$27,033.10	\$27,033.10			\$27,033.10
			310 PT	310 Sludge Grinders (See Grinders Line in LS)	3/2022	\$65,000.00	\$65,000.00	\$65,000.00			\$65,000.00
			South Fence West of HW	Fabricated DI Pipe (See Process Mechanical in LS)	6/2022	\$25,580.84	\$25,580.84	\$25,580.84			\$25,580.84
			West of SR. 19	320 Aluminium Grating (See Structural Line in LS)	6/2022	\$12,500.00	\$12,500.00	\$12,500.00			\$12,500.00
			Str. 470	350 Sampling Equipment (See Equipment Line in LS)	2/2022	\$16,516.00	\$16,516.00	\$16,516.00			\$16,516.00
			South of FCs	370 Reinforcing Steel (See Concrete Footing in LS)	6/2022	\$18,523.94	\$18,523.94	\$18,523.94			\$18,523.94
			Str. 470	400 Harmonic Filters (See Equipment in LS)	2/2022	\$53,625.00	\$53,625.00	\$53,625.00			\$53,625.00
			Adjacent to RCD	Stework 54" HP Lok Ductile Iron Pipe - C/VEL	5/2022	\$105,207.00	\$105,207.00	\$105,207.00			\$105,207.00
			SE Corner	210 SS Stop Logs (Structural Line in LS)	7/2022	\$2,136.00	\$2,136.00	\$2,136.00			\$2,136.00
			SE Corner	240 SS Stop Logs (Structural Line in LS)	7/2022	\$2,136.00	\$2,136.00	\$2,136.00			\$2,136.00
			SE Corner	600 SS Stop Logs (Structural Line in LS)	7/2022	\$2,136.00	\$2,136.00	\$2,136.00			\$2,136.00
			SE Corner	240 SS Slide Gate (Equipment Line in LS)	7/2022	\$9,892.00	\$9,892.00	\$9,892.00			\$9,892.00
			SE Corner	200 SS Slide Gate (Structural Line in LS)	7/2022	\$9,892.00	\$9,892.00	\$9,892.00			\$9,892.00
			SE Corner	350 SS Slide Gate (Equipment Line in LS)	7/2022	\$19,784.00	\$19,784.00	\$19,784.00			\$19,784.00
			SE Corner	550 SS Slide Gate (Replace Line in LS)	7/2022	\$9,892.00	\$9,892.00	\$9,892.00			\$9,892.00
			SE Corner	560 SS Slide Gate (Replace Line in LS)	7/2022	\$9,892.00	\$9,892.00	\$9,892.00			\$9,892.00
			SE Corner	600 SS Slide Gate (Equipment Line in LS)	7/2022	\$19,784.00	\$19,784.00	\$19,784.00			\$19,784.00
			West of SR. 19	310 Aluminium Grating (Structural Line in LS)	6/2022	\$418.23	\$418.23	\$418.23			\$418.23
			West of SR. 19	240 Aluminium Grating (Structural Line in LS)	6/2022	\$1,095.91	\$1,095.91	\$1,095.91			\$1,095.91
			West of SR. 19	420 Aluminium Grating (Structural Line in LS)	6/2022	\$6,005.65	\$6,005.65	\$6,005.65			\$6,005.65
			West of SR. 19	330 Aluminium Grating (Structural Line in LS)	6/2022	\$351.93	\$351.93	\$351.93			\$351.93
			West of SR. 19	390 Aluminium Grating (Structural Line in LS)	6/2022	\$1,473.31	\$1,473.31	\$1,473.31			\$1,473.31
			West of SR. 19	395 Aluminium Grating (Structural Line in LS)	6/2022	\$2,115.91	\$2,115.91	\$2,115.91			\$2,115.91
			Various Locations	801 Aluminium Grating (Structural Line in LS)	6/2022	\$240.23	\$240.23	\$240.23			\$240.23
				CMDP Equipment	10/2022	\$1,755,000.02	\$1,755,000.02	\$1,755,000.02			\$1,755,000.02
			North of HW	48" Finch Valve	11/2022	\$425,000.00	\$425,000.00	\$425,000.00			\$425,000.00
			Str. 470	Chemical Feed Equipment	12/2022	\$98,198.00	\$98,198.00	\$98,198.00			\$98,198.00
			Str. 300	Primary Clarifier Drives	12/2022	\$88,115.41	\$88,115.41	\$88,115.41			\$88,115.41
			UV Bldg.	Primary Clarifier Control Panels	1/2023	\$52,746.87	\$52,746.87	\$52,746.87			\$52,746.87
			South of HW	48" Flanged Ductile Iron Process Piping (See Process Mechanical in LS)	2/2023	\$74,431.12	\$74,431.12	\$74,431.12			\$74,431.12
			North of HW	Fabricated DI Pipe (See Process Mechanical in LS)	2/2023	\$59,876.68	\$59,876.68	\$59,876.68			\$59,876.68
			North of HW	610 and 385 Cummins Generators	2/2023						
			20' White Connex	Precision Controls: Various Instrumentation. See Stored Material Backup for Pay App 15 for details.	3/2023			\$561,696.00			\$561,696.00
			South of 300	18" Ball Valves	3/2023			\$379,448.00			\$379,448.00
				<b>Totals</b>				<b>\$3,923,443.14</b>			<b>\$2,982,299.14</b>



# Contractor's Application

## Progress Estimate - Lump Sum Work

For (Contract):		Application Number: 015							
Agreement 00 52 1(-) Elkhart WWTP Capacity Upgrades Phase II		4/17/2023							
Application Period: 3-1-2023 - 3-31-2023		Application Date:							
A	B	Work Completed		E	F	G	H		
Specification Section No.	Description	Scheduled Value (\$)	C	D	Materials Previously Stored (Not in C or D)	Materials Stored This Period (not in C or D)	Total Completed and Stored to Date (C + D + E + F)	% (F/B)	Balance to Finish (B - F)
	Air Headers	\$79,185.00	\$19,796.25	\$6,334.80			\$26,131.05	33.0%	\$53,053.95
	Electrical	\$54,132.00	\$17,322.24				\$17,322.24	32.0%	\$36,809.76
	460 - Ferrrous Chloride Storage								
	Removal all except foundation	\$12,845.00							\$12,845.00
	470 - Dichlorination Building								
	Demo	\$5,200.00							\$5,200.00
	550 - North Gate Structure								
	Replace	\$18,621.00			\$9,892.00		\$9,892.00	53.1%	\$8,729.00
	Electrical	\$2,600.00							\$2,600.00
	560 - Final Bypass Gate Structure								
	Replace actuator	\$12,151.00			\$9,892.00		\$9,892.00	81.4%	\$2,259.00
	Electrical	\$1,340.00	\$335.00				\$335.00	25.0%	\$1,005.00
	600 - UV Disinfection Building								
	Demo	\$20,326.00	\$5,081.50	\$15,244.50			\$20,326.00	100.0%	
	Concrete	\$21,999.00	\$20,899.05	\$1,099.95			\$21,999.00	100.0%	
	Structural	\$4,961.00	\$2,825.00		\$2,136.00		\$4,961.00	100.0%	
	Bulkhead	\$37,086.00		\$37,086.00			\$37,086.00	100.0%	
	Equipment	\$20,883.00		\$1,099.00	\$19,784.00		\$20,883.00	100.0%	
	Electrical	\$28,540.00	\$12,843.00	\$15,697.00			\$28,540.00	100.0%	
	610 - UV Generator								
	Concrete	\$38,856.00	\$38,856.00				\$38,856.00	100.0%	
	Generator	\$183,816.00		\$70,582.12	\$93,233.88		\$163,816.00	89.1%	\$20,000.00
	Electrical	\$38,950.00	\$16,500.00	\$18,204.45			\$34,704.45	89.1%	\$4,245.55
	800 and 801 - Digester Tunnel and Tunnel Stairs								
	Concrete	\$25,783.00	\$25,783.00				\$25,783.00	100.0%	
	Demo & Excavate	\$54,242.00	\$51,529.90				\$51,529.90	95.0%	\$2,712.10
	Ziolkowski	\$65,165.00	\$39,099.00				\$39,099.00	60.0%	\$26,066.00
	Structural	\$6,413.00	\$6,172.77		\$240.23		\$6,413.00	100.0%	
	Process Mechanical	\$18,762.00							\$18,762.00
	HVAC Mechanical	\$14,161.00	\$2,081.67				\$2,081.67	14.7%	\$12,079.33
	810 - Digester Building								
	Demo	\$24,780.00	\$9,912.00				\$9,912.00	40.0%	\$14,868.00
	Process Mechanical	\$15,584.00	\$6,233.60				\$6,233.60	40.0%	\$9,350.40
	Electrical	\$8,951.00							\$8,951.00
	650 - Transformer Facility - N/A								



# Progress Estimate - Lump Sum Work

# Contractor's Application

For (Contract): Agreement 00 52 16-1 Ellhart WWTP Capacity Upgrades Phase II Application Number: 015  
 Application Period: 3-1-2023 - 3-31-2023 Application Date: 4/17/2023

Specification Section No.	A Description	B Scheduled Value (\$)	C Work Completed		E Materials Previously Stored (Not in C or D)	F Materials Stored This Period (not in C or D)	G Total Completed and Stored to Date (C + D + E + F)	% (F / B)	H Balance to Finish (B - F)
			From Previous Application (C+D)	D This Period					
	Concrete	\$28,540.00							\$28,540.00
	Structural	\$5,380.00			\$2,115.91		\$2,115.91	39.3%	\$3,264.09
	Equipment	\$7,335.00							\$7,335.00
	Process Mechanical	\$3,897.00							\$3,897.00
	Electrical	\$26,540.00							\$26,540.00
	<b>400 - Blower Building</b>								
	Demo - Unit Cost Item	\$127,966.00							\$127,966.00
	Equipment	\$828,379.00			\$53,625.00		\$53,625.00	6.5%	\$774,754.00
	Blowers - Unit Cost Item	\$1,357,034.00							\$1,357,034.00
	Process Mechanical	\$186,948.00				\$111,521.36	\$111,521.36	59.7%	\$75,426.64
	Electrical	\$78,500.00	\$19,625.00			\$19,625.00	\$19,625.00	25.0%	\$58,875.00
	<b>410 - Aeration Tunnel</b>								
	HVAC - Rooftop Unit	\$75,732.00							\$75,732.00
	HVAC - Makeup Air Unit	\$75,732.00							\$75,732.00
	HVAC - Exhaust Fan dome	\$37,866.00							\$37,866.00
	HVAC - Gas Fired Heater	\$56,799.00							\$56,799.00
	Valves & Actuators	\$489,342.00				\$379,448.00	\$379,448.00	77.5%	\$109,894.00
	Process Mechanical	\$94,786.00				\$61,786.56	\$61,786.56		\$32,999.44
	Electrical	\$156,243.00	\$117,182.25			\$117,182.25	\$117,182.25	75.0%	\$39,060.75
	Concrete Repair - Unit Cost Item	\$49,841.00							\$49,841.00
	<b>420 - RAS Pump Station</b>								
	Demo	\$57,932.00							\$57,932.00
	Concrete Repair - Unit Cost Item	\$68,655.00							\$68,655.00
	Structural	\$55,928.00			\$6,005.65		\$6,005.65	16.7%	\$49,922.35
	Temp Bypass	\$232,827.00							\$232,827.00
	T-Valve	\$67,344.00							\$67,344.00
	Centrifugal Pump	\$650,232.00							\$650,232.00
	Process Mechanical	\$315,129.00				\$134,807.00	\$134,807.00	42.8%	\$180,322.00
	Electrical	\$61,458.00	\$3,072.90			\$3,072.90	\$3,072.90	5.0%	\$58,385.10
	<b>451-455 - Aeration Tanks No. 1-5</b>								
	Demo	\$218,381.00							\$218,381.00
	Foam Injection Grouting - Unit Cost Item	\$84,000.00	\$87,352.40			\$87,352.40	\$87,352.40	40.0%	\$131,028.60
	Structural	\$65,822.00							\$65,822.00
	Process Mechanical	\$247,948.00	\$89,261.28			\$89,261.28	\$89,261.28	76.0%	\$158,686.72
	Diffusers	\$455,168.00	\$172,963.84		\$9,103.36	\$182,067.20	\$182,067.20	40.0%	\$273,100.80
	Bypass	\$321,061.00	\$160,530.50			\$160,530.50	\$160,530.50	50.0%	\$160,530.50

# Contractor's Application

## Progress Estimate - Lump Sum Work

For (Contract):		Application Number: 015						
Agreement 00 52 16-1 Elkhart WWTP Capacity Upgrades Phase II		4/17/2023						
Application Period: 3-1-2023 - 3-31-2023		Application Date:						
Specification Section No.	A Description	Work Completed			E Materials Previously Stored (Not in C or D)	F Materials Stored This Period (not in C or D)	G Total Completed and Stored to Date (C + D + E + F)	H Balance to Finish (B - F)
		B Scheduled Value (\$)	C From Previous Application (C+D)	D This Period				
	Actuated Primary Sludge Valves	\$90,463.00						\$90,463.00
	Grinders	\$84,332.00			\$65,000.00		\$65,000.00	\$19,332.00
	Pumps	\$85,130.00	\$63,847.50				\$63,847.50	\$21,282.50
	Process Mechanical	\$175,754.00	\$88,659.26		\$25,580.84		\$114,240.10	\$61,513.90
	Electrical	\$69,342.00	\$38,138.10				\$38,138.10	\$31,203.90
	<b>321-326 - Primary Clarifiers No. 1-6</b>							
	Demo	\$82,409.50	\$13,734.92				\$13,734.92	\$68,674.58
	Concrete Repair - Unit Cost Item	\$41,393.00						\$41,393.00
	Concrete Walls & Misc. Concrete	\$61,298.00	\$9,194.70				\$9,194.70	\$52,103.30
	Structural	\$18,793.00			\$12,500.00		\$12,500.00	\$6,293.00
	PC Drives	\$190,506.00			\$140,862.28		\$140,862.28	\$49,643.72
	Barite Walls	\$48,502.00						\$48,502.00
	Process Mechanical	\$26,320.00						\$26,320.00
	Electrical	\$244,715.00	\$24,471.50				\$24,471.50	\$220,243.50
	<b>327-328 - Primary Clarifiers No. 7-8</b>							
	Demo	\$43,364.00	\$43,364.00				\$43,364.00	\$65,652.00
	Primary Clarifier 6 Sump (concrete)	\$65,652.00						\$65,652.00
	<b>330 - Primary Effluent Pump Station</b>							
	Demo	\$27,051.00						\$27,051.00
	Structural	\$6,524.00			\$351.93		\$351.93	\$6,172.07
	Temp Bypass	\$271,036.00						\$271,036.00
	Electrical	\$36,512.00						\$36,512.00
	Concrete Repair - Unit Cost Item	\$57,493.00						\$57,493.00
	<b>350 - Cloth Media Disk Filter Facility</b>							
	Excavate	\$645,183.00	\$645,183.00				\$645,183.00	\$127,178.40
	Bottom Slab	\$495,410.00	\$495,410.00				\$495,410.00	\$127,178.40
	Concrete Walls & Misc. Concrete	\$847,856.00	\$720,677.60				\$720,677.60	\$127,178.40
	Structural	\$347,031.00	\$294,976.35				\$294,976.35	\$52,054.65
	Equipment	\$2,767,302.00			\$1,791,300.02		\$1,791,300.02	\$976,001.98
	HVAC Mechanical	\$82,450.00						\$82,450.00
	Process Mechanical	\$965,661.00	\$207,617.12		\$59,876.68		\$284,343.80	\$681,317.21
	Zolkowski	\$481,653.00						\$481,653.00
	Electrical	\$433,000.00	\$177,530.00				\$177,530.00	\$255,470.00
	<b>360 - CMDF Meter Vault</b>							
	Excavate	\$67,239.00	\$67,239.00				\$67,239.00	\$100,000.00
	Bottom Slab	\$64,095.00	\$64,095.00				\$64,095.00	\$100,000.00



# Progress Estimate - Lump Sum Work

# Contractor's Application

For (Contract): Agreement 00 52 16-1 Elkhart WWTP Capacity Upgrades Phase II Application Number: 015

Application Period: 3-1-2023 - 3-31-2023 Application Date: 4/17/2023

Specification Section No.	A Description	B Scheduled Value (\$)	C Work Completed		E Materials Previously Stored (Not in C or D)	F Materials Stored This Period (not in C or D)	G		H Balance to Finish (B - F)	
			From Previous Application (C+D)	D This Period			Total Completed and Stored to Date (C + D + E + F)	% (F / B)		
	Concrete Walls & Misc. Concrete	\$99,343.00	\$99,343.00			\$5,616.96	\$99,343.00	100.0%	\$94,255.84	
	Process Mechanical	\$124,841.00	\$24,968.20				\$30,585.16	24.5%	\$61,500.00	
	Electrical	\$61,500.00								
	<b>370 - Central Operations Building</b>									
	Excavate	\$251,617.00	\$251,617.00				\$251,617.00	100.0%		
	Concrete Footing	\$312,007.00	\$293,483.06		\$18,523.94		\$312,007.00	100.0%		
	Concrete Walls & Bottom Slab	\$389,635.00	\$272,757.10	\$58,447.95			\$331,205.05	85.0%	\$58,447.95	
	Concrete Floor Slab, Door Slab, Stoop Fig.	\$368,493.00	\$368,493.00				\$368,493.00	100.0%		
	Precast Panels Topping Slab	\$91,543.00	\$91,543.00				\$91,543.00	100.0%		
	Metals	\$133,179.00							\$133,179.00	
	Ziolkowski	\$653,488.00	\$294,069.60	\$96,046.40			\$390,116.00	59.7%	\$263,372.00	
	Div. 4-10	\$240,213.00	\$16,814.91	\$43,238.34			\$60,053.25	25.0%	\$180,159.75	
	Process Mechanical	\$318,565.00	\$69,447.17		\$98,198.00	\$28,084.80	\$195,729.97	61.4%	\$122,835.03	
	Ferric Chloride Chem Feed System	\$87,306.00	\$10,825.94				\$10,825.94	12.4%	\$76,480.06	
	Electrical	\$582,694.00	\$215,042.90	\$18,034.70			\$233,077.60	40.0%	\$349,616.40	
	<b>380 - Ferric Chloride Facility</b>									
	Excavate	\$539.00							\$539.00	
	Concrete Footing & Floor Slab	\$58,350.00							\$58,350.00	
	Concrete Walls, curbs, pads	\$24,294.00							\$24,294.00	
	Structural	\$512.00							\$512.00	
	FRP Tanks	\$112,337.00							\$112,337.00	
	Process Mechanical	\$7,949.00							\$7,949.00	
	Electrical	\$27,800.00							\$27,800.00	
	<b>385 - CMDF Generator</b>									
	Concrete	\$88,865.00							\$88,865.00	
	Generator	\$263,813.00			\$93,233.88		\$93,233.88	35.3%	\$170,579.12	
	Electrical	\$91,000.00							\$91,000.00	
	<b>390 - Primary Effluent Diversion Structure</b>									
	Demo & Excavate	\$15,425.00							\$15,425.00	
	Concrete Southside	\$26,319.00							\$26,319.00	
	Concrete Northside	\$25,745.00							\$25,745.00	
	Structural	\$6,123.00							\$6,123.00	
	Process Mechanical	\$4,782.00			\$1,473.31		\$1,473.31	24.1%	\$4,649.69	
	Electrical	\$24,678.00							\$24,678.00	
	<b>395 - CMDF Effluent Structure</b>									
	Demo	\$16,568.00							\$16,568.00	



**AFFIDAVIT, RELEASE AND WAIVER OF LIEN**

Dave Smith, being duly sworn states that he/she is the Project Manager  
(Name of Officer) (Title)

of Bowen Engineering Corporation having contracted with City of Elkhart  
(General Contractor) (OWNER)

to furnish certain materials and/or labor as follows: Pay Application 015  
(Description)

for a project known as Elkhart WWTP Capacity Upgrades Phase II

located at 1201 S. Nappanee St. Elkhart, IN 46516

and owned by City of Elkhart  
(Owner)

and does hereby further state on the behalf of the aforementioned Vendor/Subcontractor:

(PARTIAL WAIVER) that there is due from Owner the sum of \$ 1,304,626.57

{ } receipt of which is hereby acknowledged; or  
{ X } the payment of which has been promised as the sole consideration for this Affidavit and Waiver of Lien, which is given solely with respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned;

(FINAL WAIVER) that the final balance due from Owner is the sum of \$ \_\_\_\_\_

{ } receipt of which is hereby acknowledged; or  
{ } the payment of which has been promised as the sole consideration for this Affidavit and Final Waiver of Lien for the Project, and which waiver shall be effective only upon receipt of payment thereof by the undersigned.

THEREFORE, the undersigned waives and releases unto the Owner of said premises, any and all liens or claims whatsoever on the above-described property and improvements thereon on account of labor, material, services and/or equipment provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further releases claims of any nature against the Owner and/or Bowen and its sureties. If any, on account of the labor, materials and/or services provided, or which should have been provided, again subject to the limitations or conditions expressed herein, if any. The undersigned further agrees to indemnify, defend and hold the Owner, Bowen, and its sureties, if any, harmless from any and all claims and liens for services, labor, materials and/or equipment furnished by or on their behalf for the above described Project within the scope of the Payment set forth above. The undersigned further certifies that all parties who have provided labor, materials, and/or services for said work have been fully paid, or will be fully paid out of their payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien on account of labor, materials, services and/or equipment provided to the undersigned for said project and within the scope of this Affidavit, Release and Waiver of Lien.

I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.

Bowen Engineering Corporation By Dave Smith  
(General Contractor) (Authorized Representative/Title)

State of Ohio County of Franklin

Before me, A Notary Public in and for said County and State, personally appeared Dave Smith, in his/her capacity as Project Manager of Bowen Engineering Corporation

and who, having been duly sworn, executed this Affidavit, Release and Waiver of Lien.

WITNESS MY HAND AND NOTORIAL SEAL, this 19th day of April, 20 23.

My Commission Expires: 06/08/2025

Signature: *Angela Raab*  
Printed: Angela Raab  
(Notary Public)

Residing in Ohio County Delaware



**Angela Raab**  
Notary Public, State of Ohio  
My Commission Expires 06-08-2025



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M E M O R A N D U M

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**DATE:** May 30th, 2023  
**TO:** Board of Public Works  
**FROM:** Paul Wunderlich, Utility Engineer *PW*  
**RE:** **Elkhart WWTP Capacity Upgrades – Phase 2 – QA7634: Approval of Partial Payment Request #56 to Donohue & Associates, Inc.**

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Please see the attached invoice #56 from Donohue & Associates, Inc. for professional services provided for the Elkhart WWTP Capacity Upgrades – Phase 2 project for work performed through May 20, 2023. The invoice totals \$89,478.00 and has been rounded as required by SRF.

To date, including this payment, we have paid \$3,008,614.00 or 80.22% of the contract.

It is requested that the BOW:

**approve partial payment request #56 in the amount of \$89,478.00 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

May 24, 2023

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

Received

MAY 25 2023

ELKHART PUBLIC  
WORKS & UTILITIES

Re: WWTP Capacity Upgrade Project – Phase II  
Donohue Project No. 13476 - Invoice No. 56

Please find attached Invoice No. 56 for the WWTP Capacity Upgrade Project – Phase II project. This invoice covers the services rendered from April 23, 2023 through May 20, 2023.

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, construction and testing observation, and project representation
- Review of submittals, RFI’s and development of responses
- Coordination and review of Contractor Payment Applications
- Application Engineering Services

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

- Continued project coordination, communication and management
- Review of submittals, RFI’s, Payment Applications and other Construction Phase Services
- On-site construction and testing observation, and project representation
- Continued Application Engineering Services

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

**APPROVED FOR PAYMENT**

DATE:

DESCRIPTION:

ACCOUNT LINE:

PO NO:

APPROVED BY:



# 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:** May 24, 2023  
**Donohue Project No.:** 13476  
**Invoice No:** 13476-56  
**Project Manager:** Jeremy Roschyk  
**Terms:** Net 40 Days  
**Billing Period:** 04/23/23 - 05/20/23

**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
		<u>\$ 3,862,200.00</u>

**Billing Summary:**

Project Charges to Date	\$ 3,097,087.26
Project Charges Previously Billed	\$ 3,007,609.05
Project Current Charges Billed	\$ 89,478.21

**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>

**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>

**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>

**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	\$	783,052.63
Charges Previously Billed	\$	740,342.44
Labor (231.0 hours)	\$	42,020.00
Reimbursable Expenses	\$	690.19
<b>Total</b>	<b>\$</b>	<b>42,710.19</b>

**Resident Project Representative (RPR) Services**

Total Billed to Date	\$	545,655.97
Charges Previously Billed	\$	501,663.25
Labor (238.0 hours)	\$	40,010.00
Reimbursable Expenses	\$	3,982.72
<b>Total</b>	<b>\$</b>	<b>43,992.72</b>

**Applications Engineering Services**

Total Billed to Date	\$	5,285.88
Charges Previously Billed	\$	2,510.58
Labor (12.0 hours)	\$	2,500.00
Reimbursable Expenses	\$	275.30
<b>Total</b>	<b>\$</b>	<b>2,775.30</b>

<b>Current Charges Due</b>	<b>\$</b>	<b>89,478.21</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>
\$89,478.21	\$71,012.77	\$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: May 24, 2023  
Invoice No.: 13476-56  
Billing Period: 04/23/23 - 05/20/23  
Project Manager: Jeremy Roschyk

**DETAIL OF CURRENT CHARGES**

**LABOR**

	Hours		Cost
Steve Gress	0.5	\$ 250.00	\$ 125.00
Bill Marten	0.5	\$ 250.00	\$ 125.00
Richard Claus	26.0	\$ 230.00	\$ 5,980.00
Jeff Wills	7.0	\$ 230.00	\$ 1,610.00
Brady Bell	8.0	\$ 215.00	\$ 1,720.00
Timothy Bates	3.0	\$ 195.00	\$ 585.00
Jeremy Roschyk	44.0	\$ 195.00	\$ 8,580.00
Craig Schuenemann	15.0	\$ 195.00	\$ 2,925.00
Katherine Merkle	60.0	\$ 180.00	\$ 10,800.00
Jim Miller	95.0	\$ 180.00	\$ 17,100.00
Chase Benton	10.5	\$ 165.00	\$ 1,732.50
Jason Edwards	4.0	\$ 165.00	\$ 660.00
Cody Johnson	49.0	\$ 165.00	\$ 8,085.00
Mark Radi	120.5	\$ 165.00	\$ 19,882.50
Cade Kamaleson	8.0	\$ 130.00	\$ 1,040.00
Rachelle Krieger	12.5	\$ 130.00	\$ 1,625.00
Stephen Matthias	1.0	\$ 145.00	\$ 145.00
Nickolai Emde	16.0	\$ 110.00	\$ 1,760.00
Anne Koenig	0.5	\$ 100.00	\$ 50.00
<b>TOTAL LABOR</b>	<b>481.0</b>		<b>\$ 84,530.00</b>

**REIMBURSABLE EXPENSES**

**Other Direct Costs - Travel**

Airfare	\$ -
Parking, Tolls	\$ 112.00
Lodging	\$ 1,350.11
Meals	\$ 659.13
Transportation/Mileage	\$ 2,823.97
<b>Total Other Direct Costs - Travel</b>	<b>\$ 4,945.21</b>

**Equipment, Materials & Supplies**

Printing	\$ 3.00
Shipping/Postage	\$ -
Supplies	\$ -
Other - UR Studio	\$ -
<b>Total Equipment, Materials &amp; Supplies</b>	<b>\$ 3.00</b>

**TOTAL REIMBURSABLE EXPENSES**

**\$ 4,948.21**

**SUBCONSULTANT**

Alt & Witzig Engineering, Inc. \$ -

**TOTAL SUBCONSULTANT**

**\$ -**

**INVOICE TOTAL**

**\$ 89,478.21**



# 340 - Labor Detail (By Project Number)

Monday, May 22, 2023  
2:15:51 PM

Donohue & Associates, Inc.

Transactions for 04/23/23 through 05/20/23

		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>				
1014	Marten, William	05/18/23	.50	125.00
1048	Wills, Jeffrey	04/26/23	1.00	230.00
1048	Wills, Jeffrey	05/04/23	1.00	230.00
1048	Wills, Jeffrey	05/17/23	1.00	230.00
1048	Wills, Jeffrey	05/19/23	1.00	230.00
1048	Wills, Jeffrey	05/19/23	3.00	690.00
1110	Gress, Steven	05/04/23	.50	125.00
1145	Koenig, Anne	04/24/23	.50	50.00
1307	Merkle, Katherine	04/24/23	2.50	450.00
1307	Merkle, Katherine	04/24/23	2.50	450.00
1307	Merkle, Katherine	04/25/23	8.00	1,440.00
1307	Merkle, Katherine	04/26/23	2.50	450.00
1307	Merkle, Katherine	04/26/23	2.50	450.00
1307	Merkle, Katherine	04/27/23	2.00	360.00
1307	Merkle, Katherine	04/27/23	2.00	360.00
1307	Merkle, Katherine	05/01/23	3.00	540.00
1307	Merkle, Katherine	05/01/23	1.00	180.00
1307	Merkle, Katherine	05/02/23	2.00	360.00
1307	Merkle, Katherine	05/02/23	3.00	540.00
1307	Merkle, Katherine	05/03/23	3.00	540.00
1307	Merkle, Katherine	05/04/23	1.00	180.00
1307	Merkle, Katherine	05/08/23	1.50	270.00
1307	Merkle, Katherine	05/08/23	1.50	270.00
1307	Merkle, Katherine	05/09/23	1.00	180.00
1307	Merkle, Katherine	05/10/23	2.00	360.00
1307	Merkle, Katherine	05/10/23	1.00	180.00
1307	Merkle, Katherine	05/11/23	1.50	270.00
1307	Merkle, Katherine	05/11/23	1.50	270.00
1307	Merkle, Katherine	05/15/23	2.00	360.00
1307	Merkle, Katherine	05/15/23	2.00	360.00
1307	Merkle, Katherine	05/16/23	1.50	270.00
1307	Merkle, Katherine	05/16/23	1.50	270.00
1307	Merkle, Katherine	05/18/23	4.00	720.00
1307	Merkle, Katherine	05/18/23	4.00	720.00
1317	Bates, Timothy	05/12/23	1.00	195.00
1317	Bates, Timothy	05/16/23	1.00	195.00
1317	Bates, Timothy	05/16/23	1.00	195.00
1322	Schuenemann, Craig	05/02/23	1.00	195.00
1322	Schuenemann, Craig	05/03/23	2.00	390.00
1322	Schuenemann, Craig	05/03/23	.50	97.50
1322	Schuenemann, Craig	05/04/23	.50	97.50
1322	Schuenemann, Craig	05/05/23	1.00	195.00
1322	Schuenemann, Craig	05/08/23	1.00	195.00
1322	Schuenemann, Craig	05/09/23	1.00	195.00
1322	Schuenemann, Craig	05/11/23	2.00	390.00
1322	Schuenemann, Craig	05/17/23	1.00	195.00
1322	Schuenemann, Craig	05/17/23	2.00	390.00
1322	Schuenemann, Craig	05/18/23	2.00	390.00
1322	Schuenemann, Craig	05/18/23	1.00	195.00
1330	Roschyk, Jeremy	04/25/23	1.00	195.00
1330	Roschyk, Jeremy	04/25/23	4.00	780.00
1330	Roschyk, Jeremy	04/25/23	1.00	195.00
1330	Roschyk, Jeremy	04/25/23	1.00	195.00

		Date	Hours	Total Billing
1330	Roschyk, Jeremy	04/26/23	.50	97.50
1330	Roschyk, Jeremy	04/26/23	.50	97.50
1330	Roschyk, Jeremy	04/27/23	1.00	195.00
1330	Roschyk, Jeremy	05/01/23	1.00	195.00
1330	Roschyk, Jeremy	05/01/23	1.00	195.00
1330	Roschyk, Jeremy	05/02/23	1.00	195.00
1330	Roschyk, Jeremy	05/03/23	1.00	195.00
1330	Roschyk, Jeremy	05/04/23	1.00	195.00
1330	Roschyk, Jeremy	05/05/23	2.00	390.00
1330	Roschyk, Jeremy	05/05/23	1.00	195.00
1330	Roschyk, Jeremy	05/08/23	.50	97.50
1330	Roschyk, Jeremy	05/08/23	1.00	195.00
1330	Roschyk, Jeremy	05/08/23	.50	97.50
1330	Roschyk, Jeremy	05/09/23	.50	97.50
1330	Roschyk, Jeremy	05/09/23	1.00	195.00
1330	Roschyk, Jeremy	05/09/23	1.00	195.00
1330	Roschyk, Jeremy	05/10/23	1.00	195.00
1330	Roschyk, Jeremy	05/11/23	1.00	195.00
1330	Roschyk, Jeremy	05/11/23	1.50	292.50
1330	Roschyk, Jeremy	05/15/23	1.00	195.00
1330	Roschyk, Jeremy	05/16/23	.50	97.50
1330	Roschyk, Jeremy	05/17/23	1.00	195.00
1330	Roschyk, Jeremy	05/18/23	1.00	195.00
1330	Roschyk, Jeremy	05/19/23	1.00	195.00
1330	Roschyk, Jeremy	05/19/23	4.00	780.00
1364	Matthias, Stephen	05/01/23	1.00	145.00
1377	Edwards, Jason	05/09/23	2.00	330.00
1377	Edwards, Jason	05/16/23	2.00	330.00
1380	Claus, Richard	04/24/23	1.00	230.00
1380	Claus, Richard	04/25/23	4.00	920.00
1380	Claus, Richard	04/26/23	4.00	920.00
1380	Claus, Richard	04/27/23	.50	115.00
1380	Claus, Richard	04/27/23	1.00	230.00
1380	Claus, Richard	04/28/23	1.00	230.00
1380	Claus, Richard	05/01/23	1.00	230.00
1380	Claus, Richard	05/01/23	.50	115.00
1380	Claus, Richard	05/02/23	1.00	230.00
1380	Claus, Richard	05/09/23	.50	115.00
1380	Claus, Richard	05/10/23	1.00	230.00
1380	Claus, Richard	05/10/23	1.00	230.00
1380	Claus, Richard	05/11/23	1.00	230.00
1380	Claus, Richard	05/12/23	2.00	460.00
1380	Claus, Richard	05/12/23	.50	115.00
1380	Claus, Richard	05/16/23	1.00	230.00
1380	Claus, Richard	05/17/23	1.50	345.00
1380	Claus, Richard	05/18/23	2.00	460.00
1380	Claus, Richard	05/19/23	1.50	345.00
1415	Benton, Chase	04/25/23	1.00	165.00
1415	Benton, Chase	05/01/23	1.50	247.50
1415	Benton, Chase	05/02/23	1.00	165.00
1415	Benton, Chase	05/05/23	1.00	165.00
1415	Benton, Chase	05/08/23	1.00	165.00
1415	Benton, Chase	05/09/23	1.00	165.00
1415	Benton, Chase	05/11/23	1.00	165.00
1415	Benton, Chase	05/12/23	2.00	330.00
1415	Benton, Chase	05/19/23	1.00	165.00
1443	Johnson, Cody	05/01/23	5.00	825.00

Reviewed design document, Created IO list, Reviewed P&ID, and determined project schedule



		Date	Hours	Total Billing
1443	Johnson, Cody	05/02/23	6.00	990.00
	6			
1443	Johnson, Cody	05/03/23	4.00	660.00
	Reviewed design document, Created IO list, Reviewed P&ID, and determined project schedule			
1443	Johnson, Cody	05/04/23	3.00	495.00
	Reviewed design document, Created IO list, Reviewed P&ID, and determined project schedule			
1443	Johnson, Cody	05/05/23	6.00	990.00
	Reviewed design document, Created IO list, Reviewed P&ID, and determined project schedule			
1443	Johnson, Cody	05/09/23	1.00	165.00
	reivewed controls strategy			
1443	Johnson, Cody	05/15/23	8.00	1,320.00
	Created code skeleton for plant upgrade and begin binding IO.			
1443	Johnson, Cody	05/16/23	8.00	1,320.00
	Created code skeleton for plant upgrade and begin binding IO.			
1443	Johnson, Cody	05/17/23	4.00	660.00
	Meeting to discuss SCADA Upgrades with plant staff			
1443	Johnson, Cody	05/19/23	4.00	660.00
	Created code skeleton for plant upgrade and begin binding IO.			
1455	Krieger, Rachelle	04/25/23	8.00	1,040.00
1455	Krieger, Rachelle	05/17/23	1.00	130.00
1455	Krieger, Rachelle	05/19/23	3.50	455.00
1460	Kamaleson, Cade	04/26/23	.50	65.00
1460	Kamaleson, Cade	04/27/23	.50	65.00
1460	Kamaleson, Cade	05/01/23	.50	65.00
1460	Kamaleson, Cade	05/04/23	.50	65.00
1460	Kamaleson, Cade	05/08/23	.50	65.00
1460	Kamaleson, Cade	05/09/23	.50	65.00
1460	Kamaleson, Cade	05/09/23	.50	65.00
1460	Kamaleson, Cade	05/10/23	.50	65.00
1460	Kamaleson, Cade	05/11/23	.50	65.00
1460	Kamaleson, Cade	05/15/23	.50	65.00
1460	Kamaleson, Cade	05/17/23	.50	65.00
1460	Kamaleson, Cade	05/17/23	.50	65.00
1460	Kamaleson, Cade	05/18/23	.50	65.00
1460	Kamaleson, Cade	05/18/23	.50	65.00
1460	Kamaleson, Cade	05/19/23	.50	65.00
1460	Kamaleson, Cade	05/19/23	.50	65.00
Total for 07			231.00	42,020.00
Billing Group Number: 08 Resident Representation (800-801)				
1038	Miller, James	04/25/23	11.00	1,980.00
1038	Miller, James	04/26/23	1.00	180.00
1038	Miller, James	04/27/23	11.50	2,070.00
1038	Miller, James	05/01/23	1.00	180.00
1038	Miller, James	05/03/23	1.50	270.00
1038	Miller, James	05/04/23	10.50	1,890.00
1038	Miller, James	05/05/23	11.00	1,980.00
1038	Miller, James	05/08/23	1.00	180.00
1038	Miller, James	05/09/23	1.50	270.00
1038	Miller, James	05/10/23	.50	90.00
1038	Miller, James	05/11/23	10.50	1,890.00
1038	Miller, James	05/12/23	11.00	1,980.00
1038	Miller, James	05/16/23	1.00	180.00
1038	Miller, James	05/17/23	1.50	270.00
1038	Miller, James	05/18/23	10.50	1,890.00
1038	Miller, James	05/19/23	10.00	1,800.00
1084	Radi, Mark	04/24/23	11.00	1,815.00
1084	Radi, Mark	04/25/23	8.00	1,320.00
1084	Radi, Mark	04/26/23	11.00	1,815.00

		Date	Hours	Total Billing
1084	Radi, Mark	04/27/23	.50	82.50
1084	Radi, Mark	05/01/23	11.00	1,815.00
1084	Radi, Mark	05/02/23	8.00	1,320.00
1084	Radi, Mark	05/03/23	11.00	1,815.00
1084	Radi, Mark	05/08/23	11.00	1,815.00
1084	Radi, Mark	05/09/23	8.00	1,320.00
1084	Radi, Mark	05/10/23	11.00	1,815.00
1084	Radi, Mark	05/15/23	11.00	1,815.00
1084	Radi, Mark	05/16/23	8.00	1,320.00
1084	Radi, Mark	05/17/23	11.00	1,815.00
1330	Roschyk, Jeremy	05/01/23	1.00	195.00
1330	Roschyk, Jeremy	05/08/23	2.00	390.00
1330	Roschyk, Jeremy	05/09/23	1.00	195.00
1330	Roschyk, Jeremy	05/10/23	1.00	195.00
1330	Roschyk, Jeremy	05/11/23	.50	97.50
1330	Roschyk, Jeremy	05/15/23	1.00	195.00
1472	Emde, Nickolai	05/18/23	8.00	880.00
1472	Emde, Nickolai	05/19/23	8.00	880.00
Total for 08			238.00	40,010.00
Billing Group Number: 09 Applications Engineering (900-919)				
1180	Bell, Brady	05/17/23	8.00	1,720.00
Workshop with Owner to review SCADA graphics, control strategies, and network configuration				
1330	Roschyk, Jeremy	04/24/23	1.00	195.00
1330	Roschyk, Jeremy	05/01/23	1.50	292.50
1330	Roschyk, Jeremy	05/05/23	1.00	195.00
1330	Roschyk, Jeremy	05/08/23	.50	97.50
Total for 09			12.00	2,500.00
Total for 13476			481.00	84,530.00
Final Totals			481.00	84,530.00

# 350 - Expense Detail (By Project Number)

Monday, May 22, 2023  
2:17:37 PM

Donohue & Associates, Inc.

Transactions for 04/23/23 through 05/20/23

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>		
04/25/23	19.65	Roschyk, Jeremy / Drive to/from Elkhart WWTP
04/25/23	137.55	Krieger, Rachele / Mileage
05/05/23	18.34	Roschyk, Jeremy / Drive to/from Elkhart WWTP
05/08/23	213.53	Claus, Richard / 4-25-2023 Elkhart Monthly Mtg-Visit
05/19/23	18.34	Roschyk, Jeremy / Drive to/from Elkhart WWTP
<b>Total for 5210</b>	<b>407.41</b>	
<b>5220 Meals</b>		
* 04/25/23	21.40	Roschyk, Jeremy / Mtg Coffee
05/08/23	80.00	Claus, Richard / 4-25-2023 Elkhart Monthly Mtg-Visit
05/08/23	8.03	Claus, Richard / 4-25-2023 Elkhart Monthly Mtg-Visit
05/08/23	13.50	Claus, Richard / 4-25-2023 Elkhart Monthly Mtg-Visit
<b>Total for 5220</b>	<b>122.93</b>	
<b>5230 Lodging</b>		
05/08/23	156.85	Claus, Richard / 4-25-2023 Elkhart Monthly Mtg-Visit
<b>5320 Printing</b>		
04/26/23	3.00	Color Copies - Sheboygan / 12.0 Prints @ 0 12.0 Prints @ 0.25
<b>5510 Other Expenses</b>		
* 04/25/23	21.40	Roschyk, Jeremy / Mtg Coffee
* 04/25/23	(21.40)	Roschyk, Jeremy / Mtg Coffee
<b>Total for 5510</b>		
<b>Total for Reimb. Exp.</b>	<b>690.19</b>	
<b>Total for 07</b>	<b>690.19</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>		
04/25/23	193.23	Miller, James / Elkhart
04/27/23	188.64	Miller, James / Elkhart
04/28/23	19.65	Roschyk, Jeremy / Drive to/from Elkhart WWTP
05/05/23	206.33	Miller, James / Elkhart
05/11/23	186.68	Miller, James / Elkhart
05/12/23	186.68	Miller, James / Elkhart
05/19/23	198.47	Miller, James / Elkhart
<b>Total for 5210</b>	<b>1,179.68</b>	
<b>5220 Meals</b>		
04/27/23	106.73	Radi, Mark / meals
05/04/23	26.38	Miller, James / Elkhart
05/04/23	96.92	Radi, Mark / meals
05/12/23	113.69	Radi, Mark / meals
05/18/23	36.05	Miller, James / Elkhart
05/19/23	115.62	Radi, Mark / meals
<b>Total for 5220</b>	<b>495.39</b>	
<b>5230 Lodging</b>		
04/27/23	237.94	Radi, Mark / lodging
05/04/23	123.86	Miller, James / Elkhart
05/04/23	227.22	Radi, Mark / lodging
05/12/23	236.86	Radi, Mark / lodging
05/18/23	140.16	Miller, James / Elkhart
05/19/23	227.22	Radi, Mark / lodging
<b>Total for 5230</b>	<b>1,193.26</b>	
<b>5240 Parking, Tolls, etc</b>		
04/27/23	28.00	Radi, Mark / air port parking
05/04/23	28.00	Radi, Mark / air port parking
05/12/23	28.00	Radi, Mark / air port parking
05/19/23	28.00	Radi, Mark / air port parking
<b>Total for 5240</b>	<b>112.00</b>	
<b>5245 Airfare / Transportation</b>		
04/27/23	188.33	Radi, Mark / rental car
04/27/23	44.22	Radi, Mark / rental car gas
05/04/23	199.09	Radi, Mark / rental car
05/04/23	57.04	Radi, Mark / rental car gas
05/12/23	199.09	Radi, Mark / rental car
05/12/23	62.24	Radi, Mark / rental car gas
05/19/23	199.09	Radi, Mark / rental car
05/19/23	53.29	Radi, Mark / rental car gas
<b>Total for 5245</b>	<b>1,002.39</b>	
<b>Total for Reimb. Exp.</b>	<b>3,982.72</b>	
<b>Total for 08</b>	<b>3,982.72</b>	

Date	Billing Vendor Amount Name	Full Description
<b>Billing Group Number: 09 Applications Engineering (900-919)</b>		
<b>Reimbursable Expenses</b>		
<b>5210 Mileage</b>		
05/17/23	137.55	Bell, Brady / 2023-05-17
05/20/23	96.94	Johnson, Cody
<b>Total for 5210</b>	<b>234.49</b>	
<b>5220 Meals</b>		
05/17/23	18.26	Bell, Brady / 2023-05-17
05/20/23	22.55	Johnson, Cody
<b>Total for 5220</b>	<b>40.81</b>	
<b>Total for Reimb. Exp.</b>	<b>275.30</b>	
<b>Total for 09</b>	<b>275.30</b>	

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Date	Billing Vendor Amount Name	Full Description
Total for 13476	4,948.21	

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

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**DATE:** May 30, 2023

**TO:** Board of Public Works

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

**RE:** **No Parking Signs: 2703-2723 Burr Oak Avenue**

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A request was made to place no parking signs along Burr Oak Avenue. The request comes from an adjacent homeowner who mentioned that the parked traffic makes it difficult to get into their driveway.

Parents are utilizing Burr Oak Avenue to pick their kids up from Monger Elementary School. The problem is a result of a majority using the sidewalk on the East side of Burr Oak as parking. This has damaged the sidewalk and the parked cars are preventing children from being able to utilize the sidewalk safely. Furthermore, the parked cars were activating the detection of the traffic signal with Hively Avenue. This would cause the signal to cycle resulting in a delay for the traffic on Hively for no cause.

It is recommended the Board of Public Works:

**Approves the request for no parking along the east side of Burr Oak Avenue.**



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

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**DATE:** May 30, 2023  
**TO:** Board of Public Works  
**FROM:** Ryan Clusman, Right-of-Way Engineer *RC*  
**RE:** **No Parking Areas: Washington Gardens**

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A request was made to designate areas within the Washington Gardens complex as no parking. The request comes from Erik Mathavan with the Elkhart Housing Authority, who mentioned that the parked traffic makes it difficult for trash collection to occur.

Residents are parking along the streets opposite and adjacent to the dumpsters. This makes collection difficult and potentially unfeasible. The Housing Authority would like to designate 3 locations opposite from dumpsters as no parking. The locations are at 350 Chapman Avenue, 1405 Delaware Street, and near 1311 Delaware Street.

It is recommended the Board of Public Works:  
**Approves the request for three no parking areas within Washington Gardens.**



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

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**DATE:** May 26, 2023

**TO:** Board of Public Works

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

**RE:** **Change Order Request #1 and Final: Lexington Landing Stormwater Pipe Replacement project – Quote #23-03**

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Attached is change order request #1 for the Greenleaf Boulevard Rehabilitation project. This change order is for reduction in final quantities and additional work by Selge Construction Co., Inc.

This change order is for a reduction in final quantities and a stormwater headwall replacement that was needed.

This change order request is for a decrease of 9,550.00 to the current contract price of \$49,500.00. Approval of change order #1 and final would decrease the final contract price to \$39,950.00, resulting in a 19.3% decrease from the original contract price of \$49,500.00.

It is requested the Board of Public Works:

**approve Change Order #1 and final and release all retainage for the Lexington Landing Stormwater Pipe Replacement project, Quote #23-03, for a decrease of \$9,550.00 bringing the final contract price to \$39,950.00.**



# CITY OF ELKHART

## PUBLIC WORKS & UTILITIES

Change Order No. 1 and Final  
Dated 5/17/2023

Project: Lexington Landings Stormwater Pipe Replacement Contract No. 23-03

To: Selge 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

Adjustment to final quantities. \$ (16,050.00)  
Stormwater Headwall Concrete \$6,500.00

TOTAL \$ (9,550.00)

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

Original Contract Price	\$ 49,500.00
Contract Price Prior to this Change Order	\$ 49,500.00
Net change resulting from this Change Order	\$ (9,550.00)
Current Contract Price including this Change Order	\$ 39,950.00
Current Contract Price % Change from Original Price	-19.3%
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: Bryan W. Anseem  
Engineer  
5/25/23  
DATE

The above changes are accepted:

BY: James P. [Signature]  
Contractor  
5-19-23  
DATE





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

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**DATE:** May 26, 2023

**TO:** Board of Public Works

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

**RE:** **Change Order Request #1: Greenleaf Boulevard Rehabilitation project – Bid #23-03**

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Attached is change order request #1 for the Greenleaf Boulevard Rehabilitation project. This change order is for additional work by Rieth-Riley Construction Co., Inc.

This change order is for additional milling and paving a 5/8" scratch coat layer work that was needed.

This change order request is for an increase of \$72,280.00 to the current contract price of \$445,819.73. Approval of change order #1 would increase the current contract price to \$518,099.73, resulting in a 16.2% increase from the original contract price of \$445,819.73.

It is requested the Board of Public Works:

**approve Change Order #1 for the Greenleaf Boulevard Rehabilitation project, Bid #23-03, for an increase of \$72,280.00 bringing the current contract price to \$518,099.73.**

# CITY OF ELKHART

## PUBLIC WORKS & UTILITIES

Change Order No. One  
Dated 5/18/2023

Project: Greenleaf Road Rehabilitation Contract No. 23-03

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

5/8" Scratch Coat \$72,280.00

TOTAL \$ 72,280.00

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

Original Contract Price \$ 445,819.73

Contract Price Prior to this Change Order \$ 445,819.73

Net change resulting from this Change Order \$ 72,280.00

Current Contract Price including this Change Order \$ 518,099.73

Current Contract Price % Change from Original Price 16.2%

Contract Time prior to this Change Order 6/30/2023  
(Days or Time)

Net Time change resulting from this Change Order 2 DAYS  
(Days)

Current Contract Time including this Change Order 7/3/2023  
(Days or Time)

The above changes are approved:

Public Works & Utilities  
BY: Ryan V. Anderson  
Engineer  
5/25/23  
DATE

The above changes are accepted:

BY: [Signature]  
Contractor  
5-23-23  
DATE



**B.O.W. SUMMARY**

**June 6, 2023**

Sewer Assessment Application:

Matthew Chupp  
3231 Kelsey Ave  
Elkhart, IN. 46517  
Property: 3231 Kelsey Ave  
Paid \$7500.00

Water Assessment Applications:

William Moyer Jr.  
609 Charles St.  
Elkhart, IN. 46516  
Property: 609 Charles St.  
Paid \$282.66, Payment Plan

Matthew Chupp  
3231 Kelsey Ave  
Elkhart, IN. 46517  
Property: 3231 Kelsey Ave  
Paid \$2469.00

Bristol Street Investments  
719 E. Bristol  
Elkhart, IN. 46514  
Property: 719 E. Bristol  
Paid \$1365.00

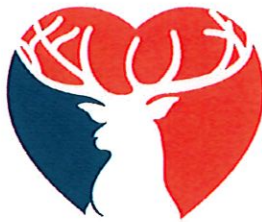
Revocable Permits:

#6557, Owner: Habitat for Humanity, Elkhart County  
Property: Hope Ct. Cul de Sac  
Permit Holder: Habitat for Humanity Elkhart  
Description: Outdoor Tent 30 x 30

6558, Owner: City of Elkhart Public Right of Way  
Property: 2399 Prairie St.  
Permit Holder: Mobilitie, LLC  
Description: Remove all equipment installed on utility pole

Release of Bond:

#5077, Contractor: Modway Homes, LLC  
Property: 1308 Magnolia Ave  
\$600.00 Bond



City of Elkhart  
*Public Works and Utilities*

Date May 24, 2023  
Memo To Board of Public Works  
Memo From Laura Kolo, Utility Services Manager *LK*  
Subject Wastewater Utility Monthly Report of Operations  
for the month of April, 2023

**Wastewater MRO Highlights**

Parameter	Monthly Avg	Permit Limit
Suspended Solids mg/L	8	30
cBOD5 mg/L	3	25
Phosphorus mg/L	0.48	1.0
Ammonia mg/L	2.55	4.4 (Dec-Apr) 4.2 (May-Nov)
Avg Daily Flow MGD	21.11	Design - 20
Total Monthly Flow MGD	633	Report

**Incident Reports Filed**

Date	Location	Volume (gal)	Cause
none			

**Wet Weather Overflows**

Number of Events	Total Overflow Volume (MG)
3	1.9551

Final Effluent Mercury violation: Permit limit is annual rolling average of 1.6 ng/L  
Most current annual rolling average concentration is 1.8 ng/L



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

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Date April 26, 2023  
To Mike Machlan, Board of Works President  
From Steve Brown, Pretreatment Manager  
RE Norfolk Southern – Permit # 85-27 SB

Norfolk Southern collected a Total Petroleum Hydrocarbons (TPH) sample per their permit requirement on January 18, 2023. The local limit which is also the Norfolk Southern's permit limit for TPH is 100 mg/L. The analytical results from this sample was 109 mg/L resulting in an effluent exceedance. Pretreatment Staff notified Norfolk Southern of this exceedance on March 31, 2023 by phone.

Per the City of Elkhart Enforcement Response Plan, Penalty Matrix, Section 9.1.11 Discharging wastewater containing parameters in excess of established limits per parameter when no damage recommended penalty \$100.

**This memo has previously been reviewed by legal.**

**Please find Norfolk Southern is violation of its permit and assign penalties. Per the City of Elkhart Enforcement Response Plan a penalty of \$100 to Norfolk Southern- Permit # 85-27 is recommended.**





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

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Date May 25, 2023  
To Mike Machlan, Board of Works President  
From Steve Brown, Pretreatment Manager *SB*  
RE Temple Products- Wyland Dr. – Permit # 2018-01

Temple Products, located on 4221 Wyland Dr., has a bi-monthly self-monitoring requirement to collect samples for specific parameters. Public Works received a self-monitoring report (SMR) on March 7, 2023. In this SMR it is documented that the sample collected on February 9, 2023, had a monthly average limit exceedance for silver 0.287 mg/L. Temple's monthly average limit is 0.24 mg/L for silver.

Per the City of Elkhart Enforcement Response Plan, Penalty Matrix, Section 9.1.11, Discharging wastewater containing parameters in excess of established limits per parameter when no damage, recommended penalty \$100.

This memo has previously been reviewed by legal.

**Please find Temple Products in violation of its permit and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$100 to Temple Products- Permit # 2018-01 is recommended.**

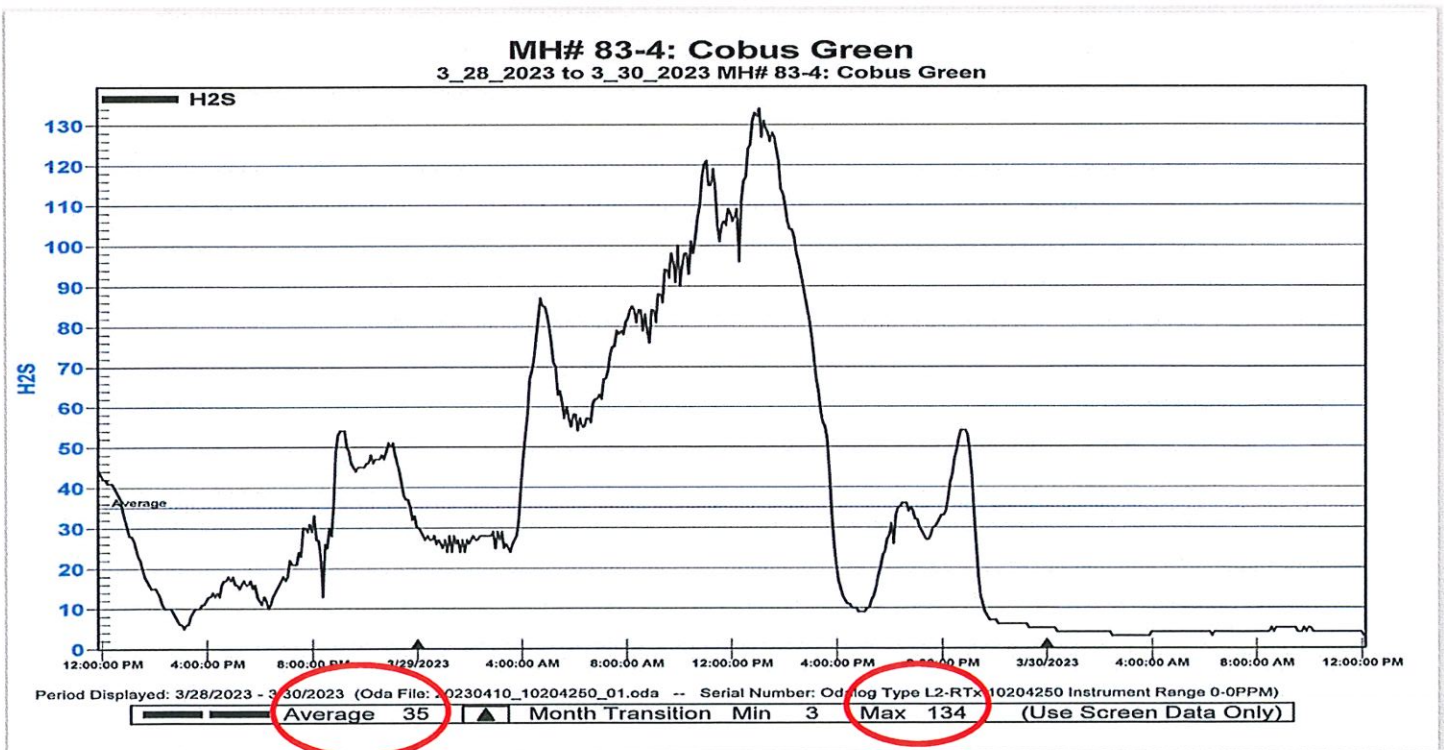


## M E M O R A N D U M

Date May 16, 2023  
 To Mike Machlan, Board of Works President  
 From Steve Brown, Pretreatment Manager *SB*  
 RE Cobus Green

Cobus Green had an H<sub>2</sub>S exceedance for the duration of March 28-30, 2023. Representatives for Cobus Green failed to communicate to Public Works Staff that maintenance was being conducted at the Cobus Green treatment site. Furthermore, the prescribed limits for H<sub>2</sub>S are outlined in the Wastewater Use Ordinance and have an average of 5 ppm and a max of 50 ppm. In the following graph below you may observe the exceedances; average 35 ppm and max of 134 ppm.

The following graph will provide more details for this event.



The City of Elkhart Enforcement Response Plan, Penalty Matrix, Section 9.1.4, recommends **\$200** for Discharging a toxic pollutant when no damage.

The City of Elkhart Enforcement Response Plan, Penalty Matrix, Section 9.1.6, recommends **\$50** for Discharging noxious or malodorous substance that creates a public nuisance.

The City of Elkhart Enforcement Response Plan, Penalty Matrix, Section 9.1.11, recommends \$100 per offense, and in this case, both an average exceedance and a max exceedance were violated with the total recommended penalty of **\$200**.

The City of Elkhart Enforcement Response Plan, Penalty Matrix, Section 9.3.4, recommends **\$500** for Failure to report significant changes in operation, pretreatment facilities, wastewater constituents or characteristics.

**This memo has previously been reviewed by legal.**

**Please find Cobus Green in violation and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$950 to Cobus Green is recommended.**





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

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Date May 16, 2023  
To Mike Machlan, Board of Works President  
From Steve Brown, Pretreatment Manager<sup>SB</sup>  
RE Bimbo Bakeries – Permit # 2006-03

Bimbo Bakeries had an effluent violation for FOG on February 3, 2023. Bimbo Bakeries have a monthly self-monitoring requirement to collect three FOG grab samples over a production day period, and analyze each sample separately. On February 3, 2023, three separate samples for FOG were collected as required by Bimbo Bakeries permit. The first FOG sample was collected at 7:30am- analytical result <6mg/L, the second at 11am- analytical results 204mg/L, and the third sample was collected at 1:30pm- analytical result <6mg/L. The local limit for FOG is 200mg/L as prescribed in Bimbo Bakeries permit.

Per the City of Elkhart Enforcement Response Plan, Penalty Matrix, Section 9.1.11, Discharging wastewater containing parameters in excess of established limits per parameter when no damage, recommended penalty \$100.

**This memo has previously been reviewed by legal.**

**Please find Bimbo Bakeries in violation of its permit and assign penalties. Per the City of Elkhart Enforcement Response Plan, a penalty of \$100 to Bimbo Bakeries- Permit # 2006-03 is recommended.**



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

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Date May 25, 2023  
To Mike Machlan, Board of Works President  
From Steve Brown, Pretreatment Manager  
RE McDowell Enterprises – Permit # 85-01 S8

McDowell Enterprises has an Industrial Wastewater Discharge Permit requirement for self-monitoring with a monthly and quarterly frequency for specific parameters. Public Works did not receive the required self-monitoring report and no monitoring was done for the month of January 2023. Subsequently, there is no analytical data for January 2023 for the following parameters; pH, cadmium, chromium, copper, lead, nickel, silver, and zinc.

Per the City of Elkhart Enforcement Response Plan, Penalty Matrix, Section 9.3.2, Failure to conduct required self-monitoring \$50 per parameter- pH, cadmium, chromium, copper, lead, nickel, silver, zinc, recommended penalty \$400.

**Please find McDowell Enterprises in violation of its permit and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$400 to McDowell Enterprises- Permit # 85-01 is recommended.**

This memo has previously been reviewed by legal.



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M E M O R A N D U M

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**DATE:** May 31, 2023  
**TO:** Board of Public Works  
**FROM:** Tory Irwin, Director of Public Works *TI*  
**RE:** **Fire Station #6 with DLZ**

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Fire Station #6 will be relocated to the Ada Drive.

DLZ will be providing all aspects related to the design of the new facility, including programming, geotechnical, survey, permitting, and design and bid documents.

This will be paid for using budgeted/appropriated Civil City money.

Legal has reviewed and approved this contract.

It is requested the Board of Public Works:

**Approve the Professional Service Agreement between the City and DLZ Indiana, LLC for the Fire Station #6 project, in an amount not to exceed \$520,000.**



Rod Roberson  
Mayor



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

574.294.5471 ext. 1041

June 1, 2023

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

Dear Board of Works Members,

As part of the City of Elkhart's process to provide support to various not-for-profit organizations that provide a substantial benefit to our city, I am requesting your approval of Elkhart Festivals, Inc.'s application for an Economic Development Partnership grant in the amount of \$75,000.00. These funds will be used to underwrite the 33<sup>rd</sup> Annual Elkhart Jazz Festival. The Elkhart Common Council approved the EDIT (Economic Development Income Tax) funds for this program in the 2023 budget.

These funds will allow Elkhart Festivals Inc. to sustain the high quality of the Elkhart Jazz Festival, which has established Elkhart Jazz Festival as one of the premier festivals in the country. Each year, over 20,000 visitors attend the Jazz Festival, which benefits our restaurants, hotels and merchants.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to be "R. Roberson", with a long horizontal flourish extending to the right.

Rod Roberson  
Mayor



City of Elkhart  
Mayor Rod Roberson

## ECONOMIC DEVELOPMENT PARTNERSHIP 2023 APPLICATION

PLEASE ATTACH THE FOLLOWING:

### PROGRAM

No more than two pages containing a detailed scope of services or description of the special project. Include the goals or objectives the organization hopes to accomplish, the method of delivery, and a timetable. (Attachment entitled "Scope of Services")

Provide a program budget if the funds will be used for a specific program or project. (Attachment entitled "Program Budget")

### OUT COMES/OUT PUTS

Provide a list of benefits that the community will realize as a result of the organization's activities, programs, or projects. (Attachment entitled "Benefits")

Describe the methods the organization will use to evaluate the success of the organization's activities, programs, or projects, including measurable indicators and timelines. (Attachment entitled "Benchmarks")

### ORGANIZATIONAL CAPACITY

- Annual Budget (Attachment entitled "Annual Budget")
- List of Board Members (Attachment entitled "Board Members")
- Major Investors (Attachment entitled "Major Investors")
- A description of organization's capacity and ability to accomplish the stated goals. Include information regarding staff qualifications and the organization's experience with this type (or similar types) of service/project. (Attachment entitled "Organizational Capacity")

### SIGNATURES

Benjamin M Decker

Executive Director Printed Name

Executive Director Signature

Benjamin M Decker

Board Chair Printed Name

Board Chair Signature

### Questions

Contact Gail Smith, Deputy Treasurer, Office of Finance, 229 S. 2<sup>nd</sup> St., Elkhart, IN 46516  
Phone: 574-294-5471, ex 1033; email: [gail.smith@coei.org](mailto:gail.smith@coei.org)



## GRANT AGREEMENT

This Agreement is made and entered into this 1 day of May, 2023, by and between the City of Elkhart, Indiana, 229 South Second Street, Elkhart, Indiana 46516, hereinafter referred to as the "CITY," and Elkhart Festivals, Inc., Post Office Box 2415, Elkhart, Indiana, 46515, hereinafter referred to as "RECIPIENT."

### WITNESSETH

WHEREAS, the CITY, through its Economic Development Partnership Grant, desires to improve the quality of life of its residents by making connections that foster collaboration which serves and promotes efforts to strengthen the Greater Elkhart business community; and

WHEREAS, the CITY'S Economic Development Grant Program provides funding for projects and activities that have a positive economic impact within the community (herein "Economic Development Funds") in accordance with program criteria recommended by the Department of Planning and Development and approved by the Mayor; and

WHEREAS, the CITY has determined that RECIPIENT's development initiatives for the redevelopment of identified areas, new marketing of public and private resources to be utilized in redevelopment, and additional promotional and marketing materials to recruit more investments in Elkhart, meet the established criteria for Economic Development Grant Funds and desires to fund the Program; and

WHEREAS, RECIPIENT is in need of funding to support the Program and desires to receive Economic Development Funds;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. PROGRAM DESCRIPTION.

Elkhart Festivals, Inc. – This organization aims to improve the utilization and continued development of economically viable commercial property and building of businesses in the Elkhart business districts and also to assist in the implementation of key strategies and activities that support a revitalization and strengthening of the Greater Elkhart business community with enhancing the culture of the City. The RECIPIENT shall provide all services necessary to implement the economic and business development initiatives and cultural enhancements described in the Economic Development Partnership Grant Application 2022, which is attached to this Agreement as Exhibit A.

2. GRANT AND REIMBURSEMENT.

The CITY shall grant RECIPIENT Economic Development Partnership Grant Funds in an amount not to exceed Seventy-five Thousand Dollars (\$75,000.00), exclusively for use by RECIPIENT in conducting the Program as described in Paragraph 1. RECIPIENT agrees that Economic Development Funds shall be used exclusively for Program purposes. RECIPIENT agrees that any Economic Development Funds not expended for Program purposes shall be



promptly returned to CITY.

3. **RECORDS.**

RECIPIENT shall maintain complete and accurate records of all transactions in the course of conducting Programs in accordance with generally accepted accounting principles and sound corporate practice. RECIPIENT shall make such records available for inspection by the CITY or its designated representative at any time upon request. RECIPIENT agrees to submit both Quarterly Reports and a Final Report at the end of the year along with a budget sheet detailing what was actually spent by category.

4. **INSURANCE INDEMNIFICATION.**

RECIPIENT shall obtain and maintain insurance in appropriate amounts and coverage for the activities contemplated by the Program. RECIPIENT shall indemnify and hold CITY harmless for any claims and causes of action, including but not limited to negligence of any employee or agent of the CITY, as well as attorney fees, which may arise out of the Program.

5. **MATERIAL ACTIONS.**

RECIPIENT shall provide the CITY prompt written notice of any material action, suit or proceeding before any court, governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, which affects RECIPIENT. RECIPIENT shall provide the CITY prompt written notice of any material change in condition, financial or otherwise, or material transaction that may affect its operations or performance of obligations under this Agreement.

6. **E-VERIFY COMPLIANCE**

Pursuant to Indiana Code § 22-5-1.7-11, RECIPIENT shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. RECIPIENT is further required to execute an affidavit 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, RECIPIENT 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 RECIPIENT and delivered to the City's authorized representative.

7. **NONDISCRIMINATION.**

RECIPIENT, its agents, and its employees, shall not discriminate against any person on the basis of race, color, national origin, religion, sex, age, or handicap in discharging the duties and responsibilities of RECIPIENT under this Agreement. RECIPIENT shall at all times comply with all applicable federal and state laws and regulations, including but not limited to the Equal Credit Opportunity Act; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1866; the Pregnancy Discrimination Act; the Equal Pay Act; the Fair Labor Standards Act; the Family and Medical Leave Act; the Indiana Civil Rights Act; Vietnam Veterans Reemployment Act; the Occupational Safety and Health Act; the Employee Polygraph and Protection Act.



8. **FAILURE TO PERFORM OBLIGATIONS.**

In the event that RECIPIENT is unable to perform its obligations under this Agreement for any reason, RECIPIENT shall give prompt notice to the CITY of its inability to perform and the reasons therefore. In the event that RECIPIENT is unable to perform its obligations due to war, strike, fire, explosion, sabotage, accident, casualty, governmental law or regulation or any other cause beyond the reasonable control of RECIPIENT, such failure to perform may be deemed an excusable default by the CITY. In the event RECIPIENT is unable to perform its obligations, RECIPIENT shall promptly refund all Economic Development Funds provided under the terms of this Agreement, unless the CITY otherwise agrees in writing.

9. **TERM.**

This Agreement shall be effective from January 1, 2023 and shall continue in effect until December 31, 2023, unless extended by written agreement of the parties or terminated as provided herein.

10. **TERMINATION.**

The CITY may, at any time, with or without cause, terminate this Agreement. Termination of this Agreement shall be effective immediately upon delivery of written notice to the undersigned or any person acting in the capacity of the undersigned. In the event of termination, RECIPIENT shall immediately return to the CITY any Funds received by RECIPIENT, but not expended by RECIPIENT for Program purposes.

11. **NO THIRD PARTY BENEFICIARY.**

This Agreement shall not be construed to create in any person or entity not a party hereto or specifically named herein, any right, claim, benefit or defense with respect to the parties, or in any party claiming by through or under either of them, with respect to any loss, cost, damage, claim or cause of action arising under or pursuant to the terms of this Agreement.

12. **BINDING NATURE AND ASSIGNMENT.**

This Agreement shall be binding upon the parties hereto, their respective assigns, representatives and successors in interest. However, this Agreement shall not be assigned by either party without the written consent of the other party.

13. **ENFORCEABILITY.**

This Agreement shall be construed and applied in such a manner as to maximize the enforceability of any provision. In the event that any provision of this Agreement, in whole or in part (or the application of any provision to a specific situation) is held to be invalid or unenforceable, if possible such provision shall be deemed rewritten and revised in a manner which eliminates the offending language but maintains the overall intent, in context of the Agreement. Provided, however, if that is not possible, the offending language will be deemed removed and the Agreement will otherwise remain effective and enforceable.

14. **ENTIRE AGREEMENT.**

This Agreement represents the entire understanding of the parties, and no modification hereof or addition hereto shall be binding upon the parties hereafter unless executed in writing by both CITY and RECIPIENT.

15. ADDRESSES.

Whenever written notice is required by this Agreement, such notice shall be deemed given when sent by certified mail to the parties at the addresses provided below:

"CITY"

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

"RECIPIENT"

Elkhart Festivals, Inc.  
Post Office Box 2415  
Elkhart, Indiana 46515

With a copy to:


Corporation Counsel  
City of Elkhart  
229 South Second Street  
Elkhart, Indiana 46516

16. AUTHORITY.

Each individual executing this Agreement on behalf of a party warrants that he or she is authorized to do so and that this Agreement will constitute the binding obligation of the party which he or she represents.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

"RECIPIENT"

  
\_\_\_\_\_  
Benjamin Decker  
President, Elkhart Festivals, Inc.

"CITY" acting by and through its  
Board of Public Works

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

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

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

\_\_\_\_\_  
Ronnie Davls

ATTEST:

\_\_\_\_\_  
Nancy Wilson

\_\_\_\_\_  
Rose Reveira



## Scope of Services

### Elkhart Festivals Inc

#### Description of Project: 2023 Elkhart Jazz Festival

Financially profitable in 2021 and 2022, the festival continues to acknowledge the support from the community and sponsors. We take great pride in being able to produce a big city caliber Jazz Festival that is known for quality of talent as well as community. Intended to serve guests to Elkhart as an attraction to downtown, whether residents or travelers.

The festival is produced 100% by a volunteer base. Four stages will be fully programmed with music and many other 'pop up' performances are expected throughout the downtown. Using the Central Green as a primary outdoor 'main stage' and another free stage in the 500 block of South Main. Ticket holders will enjoy music in the Lerner Theatre, Crystal Ballroom, and Library Atrium (Elkhart Public Library). There will also be 'Pop Up Performances' to experience music at Hotel Elkhart's Relish Café & Corner Bar, Five Star Bar, Elkhart Public Library, Jackson Rooftop, and more. Musicians from around the world are contracted to showcase their talents and share their artform with our guests.

#### Goals & Objectives

- Sell 500+ tickets
  - Sold by the day, Friday (\$30), Saturday (\$45), and Sunday (free) or \$70 for the weekend pass
- Offer free and low-cost options for guests to experience the festival
- Attract (Estimated) 15,000+ guests over 4 days (projected 8,000+ unique)
- Secure guests from 10+ states & international.
- Added regional promotions to attract weekend overnight guests.
- Have a safe and well-organized event.
- Engage 100+ local volunteer to serve at the event
- Recognize sponsors and contributors to the festival in a way that is appropriate to level of support
- Generate net profits to sustain festival and build funding for contracted support to help maintain/complete tasks on behalf of the organization.

60 hours of programmed music by 30+ acts over 4 days. One of the many goals is to be recognized as a 'best in class' festival, within Jazz or otherwise. The festival continues after 30+ years and attracts guests from all over the country (and world). We want to be the 'festival of choice' for both musicians and our guests, each year we receive countless comments, messages, and acknowledgements to support this achievement. Introduce downtown retail and dining options to our guest. Keep energy and interesting experiences flowing throughout downtown. Primary goal is to be good stewards of the funding received, manage budgets accordingly, and provide this festival for years to come!

Elkhart Jazz Festival typically secures 65-75% of revenue via Sponsors and Grants. In 2022, approximately 80% [2000 paid of 10,000 total] of our guests rely on free components. It is fitting to have the City of Elkhart and Community Foundation leading sponsors while we engage over 15,000 visits from our guests throughout the weekend.

## ORGANIZATIONAL CAPACITY – Elkhart Festivals Inc

The volunteer group that has supported the festival for many years, some decades, are still the driving force. Several are now training their 'replacements' and working on succession planning to continue the particular field of focus with new volunteers.

Ben Decker, festival director, has experience in event production and hospitality. These skill sets have been leveraged by the Elkhart Jazz Festival for the past 10 years.

Contracted support is engaged in the areas needed for the organization including: Accounting services, marketing and advertising, and legal.

# 2023 EJF Timeline

## September

- Committee Chair members – have first meeting
  1. Review prior year financials and stats
  2. Document lessons learned and capture corrective actions
  3. Determine meeting schedule for upcoming year
- Finance
  1. Draft budget / Known adjustments from prior year
- Fundraising
  1. Make contact all prior year sponsors and engage for upcoming
  2. Complete all prior year grant and funding close out responsibilities
  3. Determine sponsorship levels/amenities
  4. Compile list of prospects
- Talent
  1. Compile first list of possibilities
  2. Find out fees, riders, travel, etc. to determine feasibility
- Production
  1. Discuss venue options/costs
  2. Secure venues/stages if possible
  3. Confirm upcoming year venues are available

## October

- Fundraising
  1. Contact prospects re: sponsorship options
  2. Start follow up
- Design/Marketing
  1. Decide logo/tagline
  2. Print letterhead/envelopes
  3. Keep website updated re: musicians, sponsors, etc.
- Talent
  1. Finalize line-up/costs
  2. Update contract language
  3. Start sending contracts
  4. Track returned contracts/forms for updated contact info, air travel info, production requests, w9's, bios/photos, hotel rooms needed, etc.
  5. Secure hotel for musicians

## November/December

- Finance
  1. Submit grant and funding proposals (City, CFEC, ECCVB)
  2. Determine ticket levels/prices/amenities
- Design/Marketing
  1. Choose design firm
  2. Press release
  3. Update website – include musician submission form, food vendor form
  4. Constant Contact e-blast???
  5. Determine ad schedule/placement



- Food Vendors
  1. Determine fee for space
  2. Pick vendors for Plaza/make personal contact to determine availability
  3. Update and mail contract
  4. Follow up
- Track/follow up/finalize/secure any and all things from previous months

## **January**

- Design/Marketing
  1. Design brochure
  2. Update database
  3. Ads?
- Production
  1. Secure production headquarter
  2. Determine needs for backline, chairs, tables, etc.
- Talent
  1. Follow up with any missing contracts, info, etc.

## **February**

- Design/Marketing

## **March**

- Production
  1. Submit street closings, permits, etc.
  2. Secure dumpsters, security, port-a-potties, golf carts

## **April**

- Invoice Sponsors
- Go live w/ on-line ticket ordering
- Execute Promotion schedule
- Monitor ticket sales

## **May**

- Invoice Sponsors
- Execute Promotion schedule
- Monitor ticket sales

## **June**

- Execute Promotion schedule
- Monitor ticket sales
- Meet with city departments and planning team to align for event setup.

**Elkhart Festival Inc – Major Investors 2023**

## OUTCOMES/OUTPUTS – Benefits of the Elkhart Jazz Festival

It is always encouraging to see the team of people who have dedicated years, some decades, to this festival. High quality talent secured and showcase over 4 days.

- Strike a Chord in 2023!
- Engage participation from local high school music groups for jazz performances. Many of these students will play alongside local professionals. Creating memories on the Lerner theater stage, then attending music events throughout the weekend, and walk & talk with national touring professionals.
- The Festival alone uses over 100 hotel rooms and 220+ room nights with Elkhart properties. This generates significant revenues for these partners and ultimately in room taxes back to local entities. Spending in retail and food/beverage for the region is also positively influenced by the festival.
- Confirm guests to the festival from 20+ states

The biggest component for sustainability is preparing succession planning for our core volunteers and making sure that we have the appropriate resources to continue year over year. By reducing spending in the right areas and increasing sponsor & ticket revenue (by price and volume), we will bridge the gap on financials. By returning to profitable years in 2021 and 2022, we have been able to continue this legacy event.

Every year completed is the most notable accomplishment. Seeing grandparents dancing in the streets with their grandchildren & great-grandchildren, promoting this experience to generation upon the next. The sponsors and level of community support is incredible. The musician's kind words of all the volunteers and beautiful spaces along the downtown corridor. It just doesn't get old.



**2023 EIJ Budget**

**Income**

	Name	2023 Exp	2023 Inc	Notes
40000 · Corp Spons & Contrib	Sponsors		\$ 135,000	INOVA, Welch, Gaska, KK, Conn Selmer, MorRyde, NIBCO, LCI, +++++
40100 · Govt Grants/Funding	City of Elkhart Community Foundation ECCVB		\$ 75,000 \$ 50,000 \$ 30,000	

<b>Total Grants &amp; Sponsors</b>			<b>\$ 290,000</b>	
<b>Total Ticket / Event Revenue</b>			<b>\$ 46,500</b>	
<b>Total 40500 · Merchandise Sales</b>			<b>\$ 2,000</b>	
<b>Total 40700 · Income - Vendor</b>			<b>\$ 15,000</b>	
<b>MISC</b>			<b>\$ 2,500</b>	

**Expense**

	Name	2023 Exp	2023 Inc	Notes
Marketing & Advertising	RADIO	\$ 3,500		WVPE, WTRC, Froggy, Sunny, 95.3
	NEW PAPER / PRINT	\$ 1,000		Elkhart Truth
	DIGITAL	\$ 4,000		Facebook & Added social & digital channels
	TV	\$ 12,000		WSBT, WNDU, ABC57 (at \$3000 per), plus Ft Wayne & Kzoo
	Printed Materials	\$ 500		Posters
	Contract	\$ 12,000		
	Other	\$ 3,000		Billboards

<b>Total Marketing &amp; Ad</b>		<b>\$ 36,000</b>		
<b>Total Licenses &amp; Fees</b>		<b>\$ 500</b>		ie SESAC Inc. / BMI / ASCAP
<b>Total EFI Operating Fee</b>	Insurance, accounting	\$ 10,680		EFI Fee to Operating, as % of Revenue
<b>Total 51400 · Production Costs</b>	Sound, Stage, Equipment	\$ 75,000		

<b>Total 51700 · Talent Fees</b>		<b>\$ 175,000</b>		
<b>Total 51800 · Prog Matl &amp; Supplies</b>		<b>\$ 3,000</b>		
<b>Total 51900 · Lodging</b>		<b>\$ 18,000</b>		
<b>Total 52100 · Catering</b>		<b>\$ 20,000</b>		
<b>Total 52200 · Program Exp - Other</b>		<b>\$ 6,000</b>		Programs, schedules, passes, banners - bid in 2022
<b>Total 52400 · Decorations</b>		<b>\$ 600</b>		
<b>MISC</b>		<b>\$ 1,500</b>		

<b>Total Expense</b>		<b>\$ 346,280</b>		
<b>Total Income</b>			<b>\$ 356,000</b>	
<b>Net Income/Loss</b>			<b>\$ 9,720</b>	

**CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT  
ELIGIBILITY VERIFICATION AND NON-DISCRIMINATION COMMITMENT**

*When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.*

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STATE OF Indiana            )  
  ) §  
COUNTY OF Elkhart        )

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.

- a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
- b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
  - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
  - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

2. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program shall be included or provided upon request; and

3. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of Elkhart, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.



4. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of Elkhart through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work. Breach of this provision may be regarded as material breach of contract.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing affidavit are true and correct.

Dated this 22nd day of May, 2023

  
\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature of Person Authorized to sign on behalf  
of Contractor

Benjamin M Decker, President (Elkhart Festivals Inc)  
Printed Name and Title





## MEMO

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Date: May 26, 2023  
To: Board of Public Works  
From: James Gerald, IT Director  
RE: CozyCloud iT internet contract

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Board Members,

Attached you will find a CozyCloud iT contract approved by legal (Maggie Marnocha) for a second internet connection to support the previously approved phone system and provide a redundant internet connection to the City.

**It is requested that the Board of Public Works approves the attached CozyCloud iT contract for the City.**

# CozyCloud iT

855.255.COZY | [cozycloudit.com](https://cozycloudit.com)

## Master Services Agreement

Agreement Prepared for



City of Elkhart

05/23/2023 Version 1.2



## Master Services Agreement

### I. Professional Services Agreement

This document is a Master Service Agreement ("MSA") between **City of Elkhart**, hereinafter referred to as ("Client"), and **CozyCloud IT LLC** ("CozyCloud IT"). Under the scope of this engagement, CozyCloud IT will perform services for Client listed as addendums to this Master Services Agreement ("MSA"). By signing this agreement, the Client agrees to all terms and conditions listed. The effective start date of this agreement is indicated below the Client's signature in section IV of this contract. However, specific services, as identified in each addendum, will each have their own specific terms in regards to length of services.

This agreement states the terms and conditions by which CozyCloud IT will deliver and Client will receive any or all of the services provided by CozyCloud IT, including: bandwidth, managed services, professional/support services and content delivery. Each Service Addendum submitted, accepted and executed by both parties is hereby incorporated by reference herein. This Agreement is intended to cover any and all Services ordered by Client and provided by CozyCloud IT. Capitalized terms shall have the meanings assigned to them herein or as defined in Section II.

### II. Definitions

- **CozyCloud IT Transport Access Point ("TAP")** – The location of access for the Client normally residing in the Client's office, or in the building's common wiring closet.
- **Acceptance Date** – Designates the time when the Client tests and accepts the connectivity and service provided by CozyCloud IT.
- **Service Availability** – Designates the time when services have been turned up by CozyCloud IT. Notification will be provided to the Client once Service Availability has been established. At the time of notification, the Client will have 5 business days to schedule the Transport Acceptance Date.
- **Service Offering** – Provided services as defined by the terms and conditions outlined in this document.
- **Agreement** – Defines the terms and conditions outlined in this document.
- **Throughput** – The rate at which data is transferred through a network measured in kilobits, megabits, gigabits, kilobytes, megabytes, and gigabytes.
- **Acceptable Use / Anti-Spam Policy** – Defines acceptable use of hosted services provided by CozyCloud IT.
- **Hosted Server** – A Guest server such as Windows / Linux that is running in our hosted environment.
- **Third Party** – A corporation, limited liability company, association, partnership, joint venture, individual, business or other trust or any other entity or organization of voting securities, by trust, management agreement, contract or otherwise.



### III. Contract Terms and Conditions

#### 1. Warranty

EXCEPT AS EXPRESSLY SET FORTH IN ANY SERVICE ADDENDUM, CozyCloud IT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CozyCloud IT DOES NOT WARRANT THAT THE APPLICATIONS OR SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. Client acknowledges that the architecture, security and redundancy implemented have inherent limitations and the Client is solely responsible for determining that services provided by CozyCloud IT reasonably meet Client's functionality, security, confidentiality and operational needs.

#### 2. Right of Withdrawal

**2.1 Termination with-out Cause** – You, the Client, may withdraw from this engagement at any time, without cause, after the initial term of 3 years or the contracted term specified in the 'Terms' section of any 'Service Addendum'. Client shall give CozyCloud IT 90 days written notice of Client's intent to withdraw from this Contract. By terminating this agreement, all services provided by CozyCloud IT will be discontinued. At that time, any and all equipment owned by CozyCloud IT must be returned to CozyCloud IT within 30 days.

CozyCloud IT also reserves the right to withdraw from this engagement at any time with 90 days written notice should CozyCloud IT feel that the mutual objectives of this engagement cannot be reached or if CozyCloud IT feel that we cannot properly serve your request for support. Should either party withdraw from this engagement, all fees and expenses for time incurred and hardware delivered will be billed at the next billing cycle.

**2.2 Termination with Cause** – Termination for non-payment shall occur on the twenty-eighth (28th) date following the due date. All of Client's rights and obligations shall cease upon termination of this Agreement. CozyCloud IT will keep equipment (excluding equipment at Client premise), data, servers, and connections in place for 14 calendar days following termination of services. If payment for all services is made during that timeline, services will be restored. Client will have the expressed right to terminate any and all service addendums for breach of contract, acts of gross negligence, or acts of willful misconduct.

CLIENT AGREES TO MAINTAIN AND KEEP CURRENT ALL CONTACT INFORMATION FOR CLIENT'S ACCOUNT(S) WHICH IS(ARE) STORED WITHIN CozyCloud IT's SERVERS. FAILURE TO MAINTAIN OR KEEP CURRENT ALL CONTACT INFORMATION SHALL BE A VALID GROUND FOR COMPANY TERMINATION OF SERVICES FOR CAUSE.



IF CozyCloud IT TERMINATES CLIENT'S ACCOUNT FOR A VIOLATION OF THIS AGREEMENT, CozyCloud IT'S ACCEPTABLE USE POLICY, OR CozyCloud IT'S NO SPAM POLICY, CozyCloud IT SHALL NOT BE REQUIRED TO REFUND TO CLIENT ANY AMOUNTS BILLED TO CLIENT FOR THE MONTH IN WHICH CozyCloud IT SERVICES TERMINATE.

### **3. Fees and Payment**

Fees for CozyCloud IT's services are computed at standard rates, plus expenses (if applicable), and are based on the amount of time services are required. Standard rates for services will be billed at \$155.00 per hour for Desktop Support, \$155.00 per hour for Server and Network Support, and \$155.00 per hour for Project Management and Consulting Services.

All services outlined in addendums attached to this agreement will be billed on a monthly basis unless specifically labeled differently in the addendum. As with all professional services, actual fees may vary slightly depending on changes to environments and systems. If the scope of the engagement changes by request of the Client, CozyCloud IT will provide the Client with new quotes for approval immediately which will require Client approval before any increase in billing is applied.

The Client will be billed 50% of the setup fees (implementation hours, migration hours, installation hours, etc.) upon execution of any service addendum. The remaining 50% of setup fees will be billed at the next normal billing cycle date after the 'Acceptance Date' along with the first month's service fee. These fees will be outlined in the 'Service Addendum'.

Should the Client choose to enter into this engagement, all fees will be billed at the end of the same month on Net30 terms. Hardware purchases in excess of \$1,000.00 will be paid to CozyCloud IT in advance by the client. Hardware purchases under \$1,000.00 will be billed along with service hours at the end of the month. However, no purchases will be made without authorization by the appropriate Client personnel.

If payment is not received on or before 10 days after the due-date, Client agrees to pay a 5% monthly penalty increase on the unpaid balance due each 30 days.

### **4. Confidentially / Non-Disclosure**

Because much of the consulting provided by our firm is strategic to our Clients and provides us access to Client confidential and private information, we do not publish a list of our Clients unless the Client specifically agrees in writing. CozyCloud IT also agrees not to disclose, remove, or trade any Client data without written consent of the Client. In addition, the Client agrees not to disclose CozyCloud IT pricing, design, and/or intellectual property that is obtained as a part of this engagement.



## 5. Client Obligations

**5.1 Warranty** – Client represents and warrants that the Client possesses the legal right and ability to execute and enter into this Agreement, and the performance of its obligations and use of the Services (by Client, its Clients and users) will not violate any applicable laws, regulations or the Rules and Regulations or cause a breach of any agreements with any third parties or unreasonably interfere with other CozyCloud IT Clients' use of CozyCloud IT services. Client assumes all risks related to processing of transactions related to electronic commerce.

In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, CozyCloud IT will have the right, in its sole discretion, to suspend or terminate immediately any Services. However, CozyCloud IT will provide Client access to Client data within 60 days of service suspension to allow them to extract Client data. After 60 days of service suspension, CozyCloud IT will delete all Client data from production and backup systems.

**5.2 Law and Rules and Regulations** – Client agrees that it will use the Service(s) only for lawful purposes and in accordance with this Agreement. Client will comply at all times with all applicable laws and regulations and the CozyCloud IT Rules and Regulations, as updated by CozyCloud IT from time to time. The Rules and Regulations are incorporated herein and made a part hereof by this reference. CozyCloud IT may change the Rules and Regulations upon fifteen (15) days' prior notice to Client. Client shall be entitled to terminate this Agreement within 15 days' receipt of CozyCloud IT's changed updated Rules and Regulations should Client not agree to such changes with cause.

Client agrees that it has received, read and understands the current version of the Rules and Regulations listed below.

**a. Unacceptable Use** – The following actions shall constitute unacceptable use of the CozyCloud IT information technology resources. Any activities that are illegal under local, state, federal, or international law.

**b. Copyright Infringement** – The Company's computer systems and networks must not be used to download, upload, or otherwise handle illegal and/or unauthorized copyrighted content. Any of the following activities constitute violations of acceptable use policy, if done without permission of the copyright owner: A) copying and sharing images, music, movies, or other copyrighted material using P2P file sharing or unlicensed CD's and DVD's; B) posting or plagiarizing copyrighted material; and C) downloading copyrighted files which employee has not already legally procured. This list is not meant to be exhaustive, copyright law applies to a wide variety of works and applies to much more than is listed above.



## 6. Limitation of Liability

**6.1 General Liability** – CozyCloud IT will not be held liable for any indirect, punitive, or exemplary damages (including lost revenue, loss of profit, loss of business opportunity, loss of data, loss of goodwill, loss of use, or any other economic damage) for incidents caused directly or indirectly by the Client or anyone acting on the Client's behalf including but not limited to 3rd party vendors contracted by the Client, Client Staff, or Client Contractors.

Client will not be held liable for any indirect, punitive, or exemplary damages (including lost revenue, loss of profit, loss of business opportunity, loss of data, loss of goodwill, loss of use, or any other economic damage) for incidents caused directly or indirectly by the CozyCloud IT or anyone acting on CozyCloud IT's behalf including but not limited to 3rd party vendors contracted by CozyCloud IT, CozyCloud IT Staff, or CozyCloud IT Contractors.

**6.2 Delays and Interruptions** – CozyCloud IT SHALL NOT BE LIABLE FOR ANY LOSS OF DATA RESULTING FROM DELAYS, CORRUPTION OF DATA, NON-DELIVERIES, MIS-DELIVERIES OR SERVICE INTERRUPTIONS. CLIENT SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE SERVICES, AND CozyCloud IT SHALL HAVE NO LIABILITY THEREFORE. EXCEPT TO THE EXTENT OF CozyCloud IT's GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN REGARDS TO THE AGREED UPON SERVICES AS OUTLINED IN EACH ADDENDUM, NEITHER CozyCloud IT NOR ITS NETWORK SERVICES SUPPLIER WILL BE LIABLE FOR UNAUTHORIZED ACCESS GRANTED BY CLIENT TO CozyCloud IT's OR CLIENT'S TRANSMISSION FACILITIES OR PREMISE EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CLIENT'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF CozyCloud IT's OR ITS NETWORK SERVICE SUPPLIER'S NEGLIGENCE.

**6.3 Liability Maximum** – The maximum total liability for either party shall not exceed 2 times (2x) the last 12 months cumulative total amount paid by the Client to CozyCloud IT for that Service Addendum.

**6.4 Third Party Products** – CozyCloud IT may provide Client access to other third party software and/or services ("Third Party Products") through reseller relationships CozyCloud IT has established with certain commercial vendors, including without limitation, Microsoft Corporation ("Third Party Vendors"). Unless otherwise notified, Client understands that product support for Third Party Products is provided by CozyCloud IT and not by the Third Party Vendor. Neither CozyCloud IT nor any Third Party Vendor makes any representations or warranties, express or implied, regarding any Third Party Products.

CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THIRD PARTY PRODUCTS IS AT CLIENT'S SOLE RISK AND SUCH THIRD PARTY PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND FROM CozyCloud IT OR ANY THIRD PARTY



VENDOR, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER CozyCloud IT NOR ANY THIRD PARTY VENDOR WILL BE LEGALLY RESPONSIBLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, ARISING FROM THE USE OR INABILITY TO USE ANY THIRD PARTY PRODUCT. CLIENT AGREES TO OBSERVE THE TERMS OF ANY LICENSE AND/OR APPLICABLE END USER SUBSCRIBER AGREEMENT FOR THIRD PARTY PRODUCTS AND THAT CLIENT SHALL BE FULLY LIABLE TO THIRD PARTY VENDORS AND CozyCloud IT WITH RESPECT TO ANY IMPROPER USE OF SUCH THIRD PARTY PRODUCTS OR VIOLATION OF LICENSE AGREEMENTS WITH THEM AND/OR APPLICABLE END USER SUBSCRIBER AGREEMENTS.

**6.5 Allocation of Risk** – EACH PARTY HEREBY ACKNOWLEDGES AND AGREES THAT THE LIMITED WARRANTY AND LIMITED LIABILITY SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL PARTS OF THE BASIS OF CozyCloud IT'S SERVICE OFFERING, WITHOUT WHICH CozyCloud IT WOULD NOT ENTER IN TO THIS AGREEMENT OR PROVIDE CLIENT WITH THE SERVICES OUTLINED IN THE SERVICE ADDENDUM/ADDENDUMS, AND THAT THE FEES SET FORTH IN THE SERVICE ADDENDUM/ADDENDUMS REFLECTS THE ALLOCATION OF RISK SET FOR IN THIS AGREEMENT AND AGREED UPON BY THE PARTIES.

**6.6 Mitigation** – In no event shall CozyCloud IT be held liable for any Losses, damage or other amount arising out of, or in connection with this Agreement, pursuant to any contract claim by Client against CozyCloud IT, in tort, on a theory of warranty or otherwise, if such Losses are caused, in whole or in part, by Client's default, delay or failure to perform with respect to its obligations hereunder or related hereto or could have been avoided if Client had exercised reasonable efforts to mitigate them.

## **7. Indemnification**

Each party agrees to indemnify and hold the other harmless against any losses, costs, expenses (including, but not limited to, reasonable attorneys' fees), claims, damages, liabilities, penalties, actions, proceedings or judgments (collectively, "Losses") resulting from any claim, suit, action, or proceeding brought by any third party against the other or its affiliates related to or arising out of any infringement or misappropriation or alleged infringement or misappropriation of any United States copyright, trade secret, patent, trademark, or other proprietary right related to any hardware or software utilized in connection with any of the Services (but excluding any infringement contributory caused by the other party) and any violation of or failure to comply with the Rules and Regulations. Both parties further agree to indemnify each other and their affiliates against any Losses which arise out of, or relate to any content provided by either party or their Clients/Clients. Both parties agree to reimburse indemnified party for all legal expenses, including reasonable attorneys' fees, incurred.



## 8. Client and CozyCloud IT Acts or Omissions

CozyCloud IT agrees to accept and be responsible for its acts or omissions or those of its employees carrying out its obligations pursuant to this MSA. Nothing in this MSA shall be interpreted or construed to place any such responsibility for its acts or omission onto Client.

Client agrees to accept and be responsible for its acts or omissions or those of its employees carrying out its obligations pursuant to this MSA. Nothing in this MSA shall be interpreted or construed to place any such responsibility for its acts or omission onto CozyCloud IT.

## 9. General

**9.1 Governing Law and Jurisdiction** – This MSA shall be governed by the laws of Indiana without regard to its conflict of law principles. Both parties agree that they shall act in good faith in reaching a resolution to a dispute between the parties. Both parties agree to allow for a dispute resolution period of 45 days from the date written notice of a dispute is received by the non-disputing party. Both parties agree to submit themselves to the jurisdiction of Indiana even if said jurisdiction may not otherwise exist. The losing party in any dispute shall pay all court costs, expenses and reasonable attorneys' fees of the prevailing party.

**9.2 General Provisions** – The parties are independent contractors. This MSA, together with the Service Level Agreement ("SLA"), Statement of Work ("SOW") and Service Addendums ("SA"), contains the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in writing. In the event any provision of this MSA is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect. Neither party shall assign any of its rights or obligations hereunder without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign its rights and obligations hereunder pursuant to a merger, consolidation or sale of substantially all of its assets related to this MSA, provided it promptly notifies the non-assigning party in writing of the assignment and the assignee agrees in writing to be bound by the terms of this MSA. This MSA shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither party shall be deemed to be in breach of this MSA for any failure or delay in performance caused by reasons beyond its reasonable control, including acts of God, war, terrorism, strikes, failure of suppliers, fires, floods, earthquakes or other force majeure.



## 10. Services

**10.1 Acceptable Use** – As CozyCloud IT will be providing connectivity via the Fiber Optic network of Elkhart County, both the Client and CozyCloud IT must adhere to Elkhart County's Acceptable User Policy. Both CozyCloud IT and the Client agree to review and adhere to the Acceptable Use Policy at all times. Both Elkhart County and CozyCloud IT reserve the right to terminate services if the Acceptable Use Policy is violated.

**10.2 Data Security** – CozyCloud IT will follow best practices and make a best effort to secure Client data, but to ensure data protection it will be the Client's responsibility to secure Client data and information in a manner that meets their business needs for protection. AS THE Client WILL BE RESPONSIBLE FOR SECURING DATA, CozyCloud IT WILL NOT BE HELD LIABLE FOR ANY LOSS OF CLIENT DATA AS A RESULT OF EQUIPMENT FAILURE OR BREACH OF SERVICE.

**10.3 Service Interruption** – CozyCloud IT will continually monitor the network connectivity between the CozyCloud IT "TAP" locations along with all hosted services and will proactively address issues that occur. CozyCloud IT will also make a best effort to respond when service disruptions occur outside of a Maintenance Window. When the Client identifies a connectivity issue, it will be responsible to contact CozyCloud IT to report the issue by calling 855-255-2699 or emailing support@cozycloudit.com. CozyCloud IT will respond within 2 business hours during normal business hours, and 4 business hours during non-business hours.

**10.4 Service Level Agreement** – Each Service Addendum will come with additional service level thresholds for that technology. Credits associated with failure to meet individual service level thresholds will be applied in section III.10.5. The Client may request credits for failure to meet the addendum service level agreements via email to support@cozycloudit.com. This request must be made within 21 days of the service level failure for credits to be paid.

**10.5 Service Credits** – Credits below are available for all hosted, transport, and internet services. The Client will have 21 days to report an outage and request credit for downtime. This request must be on company letterhead and must be signed and dated by individual who executed this agreement, or any officer of the company.

- a. **Daily Credit:** If a Non-Maintenance Outage occurs that is longer than 30 minutes in any business day, the Client will be credited the daily prorated cost of that day on their next monthly bill.
- b. **Weekly Credit:** If a Non-Maintenance Outage occurs that is longer than 4 hours in any 24 hour time-frame the Client will be credited the weekly prorated cost of that week on their next monthly bill.
- c. **Monthly Credit:** If the sum of any Non-Maintenance Outages totals more than 8 hours in any month, the Client will be credited the monthly cost of Transport Services on their next monthly bill.

## **11. Contract Terms and Transfer**

**11.1 Contract Terms** – This Master Service Agreement will remain in effect as long as there is an active Service Addendum in place or until this contract is replaced by an updated Master Services Agreement provided by CozyCloud IT. During the time of this contract the Client will be required to notify CozyCloud IT with any change of address, change of phone number, or change in billing or technical contact.

**11.2 Contract Transfer** – At any point, the Client will have the right to transfer this complete contract to another party or company with 30 days written notice and written acceptance by an authorized representative of CozyCloud IT and authorized representative of the company receiving the contract. The remaining term, fees, and performance requirement will continue to be in effect.



**IV. Acknowledgment and Acceptance**

Please indicate your approval of the terms of this engagement by signing where indicated below. Should you have additional questions, please do not hesitate to call me.

Very truly yours,

**Tim Jackson** | Founder ~ Lead Engineer

**CozyCloud iT**  
855.255.COZY | cozycloudit.com

**City of Elkhart**

\_\_\_\_\_  
Signature of Approval

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CozyCloud IT LLC**

*Timothy D. Jackson*  
\_\_\_\_\_  
Signature of Approval

Timothy Jackson  
\_\_\_\_\_  
Name

Founder / Owner  
\_\_\_\_\_  
Title

05/23/2023  
\_\_\_\_\_  
Date





## MEMO

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Date: May 26, 2023  
To: Board of Public Works  
From: James Gerald, IT Director  
RE: Peerless SIP contract

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Board Members,

Attached you will find a Peerless contract approved by legal (Maggie Marnocha) to deliver SIP voice services to support the previously approved phone project. This contract supports voice services required for the phone system to function and migrate from Frontier voice services.

**It is requested that the Board of Public Works approves the attached Peerless contract for the City.**



Telecom Service Quote for  
City of Elkhart

Prepared by  
Peerless Network  
rpatterson@peerlessnetwork.com

Peerless Network, Inc. is a leading provider of interconnection and data center services focused on simplifying how networks, devices, and people connect. Headquartered in Chicago, Peerless is the premier provider of voice and data services (Hosted PBX, SIP and PRI, and broadband and dedicated circuits) for business customers.

This quote is subject to final approval by Peerless Network. All quotations are for planning purposes only. Peerless Network makes no guarantees of accuracy or fitness of use for Customer applications. Distances between locations are estimates only, and actual speeds and loop lengths are ascertainable only at the time of installation.

■ City of Elkhart		175 Waterfall Drive Elkhart, IN 46516	
Quantity	Description	Setup Cost	Monthly Cost
1	1 SIP Trunk (Unlimited) - 23 Channels	--	\$253.00
250	DID with E911 and CNAM Delivery	\$0.00	\$162.50
<b>Total</b>		<b>\$0.00</b>	<b>\$415.50</b>

■ City of Elkhart - Secondary		229 South 2nd Street Elkhart, IN 46516	
Quantity	Description	Setup Cost	Monthly Cost
1	1 SIP Trunk (Unlimited) - 23 Channels	--	\$253.00
<b>Total</b>		<b>\$0.00</b>	<b>\$253.00</b>

■ Total	
Initial Costs	\$0.00
Monthly Costs	\$668.50

The service term for all proposed services is 36 months, unless specified differently on a quoted line item. The term begins when your first service is purchased. Purchased services will bill monthly until the term end date. Canceled services will be billed for the remainder of the term. This proposal is valid until June 22, 2023.

Click to Order

-- OR --

The undersigned agrees to purchase the services and products above and agrees to the [The Peerless Portal](#) Terms and Conditions.

SIGN HERE

Name

Date



Roderic Roberson  
Mayor

Jamie Arce  
City Controller



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

574.294.5471  
Fax: 574.294.8491

# Memo

To: Mike Machlan, President Board of Works  
From: Jamie Arce, *JA*  
Regarding: Comprehensive Financial Plan – Baker Tilly  
Date: June 1, 2023

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As part of the City's long term financial planning the City's has partnered with Baker Tilly in the past to assist with the compilation of our Comprehensive Financial and Capital Plans. This process takes a long term, 5 year look at our needs enterprise wide and will include assistance with identifying grant funding opportunities for capital projects identified in the plan.

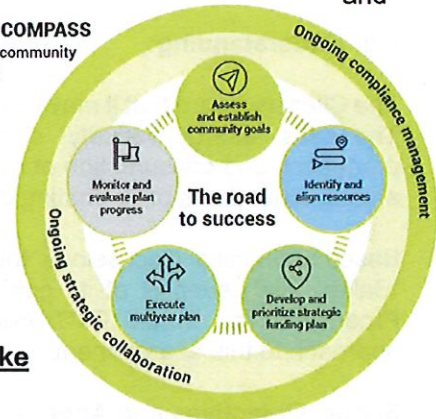
The scope of work that has been agreed to with Baker Tilly has been approved by our Department of Law as an addendum to our master professional service agreement that we have with Baker Tilly and will be paid out of existing budgeted funds.

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

RE: **Infrastructure Investment and Jobs Act (“IIJA”) and American Rescue Plan Act (“ARPA”) Grant Pursuit Consulting Services; Support Related to the Pursuit of the Federal Renewable Energy Tax Credit as part of the Inflation Reduction Act (“IRA22 Act”)**

DATE: April 27, 2023

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



### SCOPE OF WORK - IIJA and ARPA Grant Pursuit Consulting Services

Baker Tilly Municipal Advisors (“BTMA”) will perform the following services:

#### **Task 1: Identify potential ARPA/IIJA grant opportunities (“Take Bearing”)**

1. Determine potential projects to be financed (“Priority Projects”) by reviewing Client’s current capital and/or asset management plans (if available) and interviewing Client representatives.
2. Using questionnaires to be completed by Client, collect Priority Project information necessary to research grant opportunities.
3. Utilize Baker Tilly’s internal ARPA and IIJA grant database and other industry sources to identify potential federal and state funding sources for Client’s Priority Projects.
4. Deliver to Client a letter report detailing potential federal and state funding sources for Priority Projects.

#### **Task 2: Create detailed action plan for projects client chooses to pursue (“Chart Course”)**

1. For Priority Projects which the Client wishes to further pursue ARPA/IIJA grant funding, BTMA will prepare an action plan to include:
  - a. Most current status of the grant program
  - b. Grant program deadlines
  - c. Grant application requirements
  - d. Criteria for selection and insight on what constitutes a strong application
2. As appropriate, arrange for Client to meet with grant program administrators to receive feedback on potential grant applications
3. For grant programs which are not yet accepting applications, Baker Tilly will monitor the program on Client’s behalf and periodically inform Client of program status.

#### **Task 3: Assist in submission of grant application (“Expedition”)**

1. At the request of the Client, BTMA will assist in preparation and submission of one or more grant applications. BTMA will:



- a. Assist the Client in developing a working group (subject matter experts)
- b. Prepare and maintain a Schedule of Events and Distribution List.
- c. Prepare grant application materials and collect grant application materials from members of the working group.
- d. Assemble the grant application and submit it on Client's behalf.

**Project Title:** Support Related to the Pursuit of the Federal Renewable Energy Tax Credit as part of the Inflation Reduction Act 2022 (IRA22, Act)

**Our Understanding:**

The Client is aware that it may be eligible for a Federal Tax Credit because of the Project utilizing the IRA22. The Act's "energy security" subtitle includes tax provisions providing credits and incentives for the production and consumption of clean energy, carbon emissions reduction, electric vehicle purchases and, among other items or promoting domestic energy security.

Based upon initial discussions, the Client is interested in Baker Tilly Municipal Advisors, LLC's ("BTMA" or "Baker Tilly") support of its goal to preserve, enhance, and claim an Investment Tax Credit (ITC) or Production Tax Credit (PTC) from its Project to the Client. The following outlines BTMA's proposed approach to this engagement:

**Scope, Objectives and Approach:**

It is anticipated that this Project will be completed in phases from the initial pursuit of the IRA22 applicability through the construction of the Project. The scope of the Project includes five main phases to assist the Client with how to Determine, Preserve, Enhance and Claim the IRA 22 tax credit as outlined below:

BTMA's detailed approach/work plan can be summarized as follows:

**Phase 1. Preliminary Planning and Report**

- a. On a preliminary basis provide assistance with interpretation and application of the IRA 22 guidance to the Project's set of facts and circumstances.
  1. Analyze the proposed sources and uses of funds, existing Project budgets and financial model prepared by management, and other relevant documents to gain an understanding of the Project on a preliminary basis.
  2. Analyze the planned legal structure for ownership of the Project.
  3. Analyze management's expectations regarding the eligible Project costs which are considered "integral to the production of energy" and therefore eligible for ITC.
  4. Prepare a written summary which outlines our preliminary views regarding the Projects' eligibility for the ITC/ PTC and estimated ITC amounts.
  5. Attend a meeting to discuss the preliminary analysis.

**Phase 2. Determining Project Eligibility for an IRA22 Tax Credit**

- A. Provide assistance with interpretation and application of the IRA 22 guidance to the Project's set of facts and circumstances to the Project.
- B. Understand the Property Type versus IRS rules.
- C. Coordinate data request from Client.
- D. Analyze the Project budgets and financial model prepared by management, and other relevant documents to gain a better understanding of the Project.



- E. Analyze the planned legal structure for ownership of the Project.
- F. Analyze Project documents that establish the eligible Project costs which are considered "integral to the production of energy" and therefore eligible for ITC. This will include review of the Project's process design, associated capitalized costs, use of any grant proceeds, timeline regarding construction and placed in service activities, and actions taken to-date that may support compliance with the IRS Begun Construction and placed in service requirements.
- G. Estimate the size of the tax credit for the Project.
- H. Confirm if 10% Domestic Content bonus applies to the Project.
- I. Confirm if 10% Energy Community bonus applies to the Project.
- J. Work with the Client to determine if a strategy to pursue the 10% or 20% Environmental Justice bonus allocation is appropriate.
- K. Prepare an updated written summary which outlines our initial views regarding the Projects' eligibility for the ITC/ PTC, estimated ITC/ PTC amounts, suggested steps to meet Begun Construction and placed in service requirements under the IRA 22 timeline requirements and an overview of the transaction structure(s) available to be utilized to monetize the ITC/ PTC. This will include review of the Client's ability to retain and utilize portions or all of the ITC/ PTC and related tax benefits.
- L. Attend meetings as necessary.

**Phase 3. Estimation of Credit Amount and Meeting Begun Construction (Prevailing Wage 5x Credit Bonus Preservation)**

- A. Establish all key vendors within scope for the Project Type and the total Project budget.
- B. Analyze Project plans with Client Project manager as it relates to impacts on credit amount and key action steps for preserving the tax credit.
- C. Identify key vendor(s) for which the Client can enter into binding written agreements to meet Begun Construction.
- D. Support the Client in assembling requests to vendors to allow for efficient analysis of impacts of certain design considerations as it relates to the tax credit.
- E. Establish best method to meet the Begun Construction requirements.
- F. Work with vendors to establish written payment terms to satisfy Begun Construction.
- G. Review Property Type sizing, as required, to the extent it pertains to tax credit considerations.
- H. Provide a brief memo to Client management documenting the action steps taken to meet Begun Construction to preserve the Tax Credit, the Project Type Eligibility, and the resulting Credit % being preserved.

**Phase 4. Enhancing the Tax Credit Earned – Pre & Post Construction**

- A. Perform a cost segregation study to establish total cost basis of Project and the Eligible Cost Basis if ITC is selected.
- B. Review Client's own expenditures, in addition to the Project vendors, for qualifying expenditures which could qualify for tax credit.
- C. Upon construction completion, perform a site visit to complete the cost segregation study, delineate key process areas with upstream production facility that can be part of eligible basis, and document Project and on an as-built basis.
- D. From cost segregation study, categorize the depreciation lives of assets included in the study according to MACRS rules. This includes both capitalized items as well as items that may be expensed for tax purposes.
- E. Document with vendors how and when Project Type was placed in-service.
- F. Determine final tax credit amount or eligible basis for purposes of claiming the Tax Credit Issue a schedule of values showing the build-up of the credit amount and the fixed asset schedule for the final Project costs.

**Phase 5. Claiming the Tax Credit - Project Workpaper File Generation**

- A. Document compliance with "begun construction" tests as required by the Internal Revenue Service (IRS).
- B. Document compliance with "placed in service" tests as required by IRS.
- C. Document Project Type eligibility based upon IRS code and other IRS and Environmental Protection Agency (EPA) memoranda.
- D. Document timing Tax Credit can be claimed.
- E. Provide any additional information which would help support the project's Claiming a Tax Credit in the event of an IRS audit.
- F. Provide the necessary workpapers to the Client to support its claim of the Tax Credit and assist with the preparation of the prescribed IRS Form for purposes of ultimately claiming the credit.

**Reporting, Disclosure and Privacy Matters**

The advice we render may result in one or more positions that will be reflected on your federal tax returns. Taxpayers will not be subject to an underpayment of tax penalty if each position taken on the return has substantial authority. Positions that lack substantial authority but have a reasonable basis may be claimed on the tax return if such positions are disclosed to the IRS. Positions that lack a reasonable basis claimed on a tax return could subject taxpayers to a substantial understatement of tax penalty, even if such positions are disclosed on their returns. The higher more-likely-than-not standard for reportable transactions remains.

Regardless of disclosure, any position or transaction deemed to be a reportable transaction must meet the more-likely-than-not confidence level in order to avoid penalties. We will inform you of the level of confidence we have regarding all such positions.

Revised IRC section 7216 and the related Treasury Regulations prescribe a penalty for any tax return preparer -that uses or discloses tax return information without securing the consent of the taxpayer prior to any such use or disclosure. If you request that we provide your tax information to a third party, a specific and detailed written consent with your signature will be required to be furnished to us prior to the release of any tax information. We will bill you for the time necessary to draft the consent, obtain your signature and satisfy your request to provide tax information directly to a third party.

**Project Timing and Budget:**

Phase 1 of the Project could commence upon execution of the formal engagement letter and subject to availability of requested information from the Client. Subsequent phases, if the Client chose to proceed with its pursuit of the Determine Project Eligibility following Phase 1, would depend upon the overall timing of the project and would be formalized at the conclusion of Phase 1.



Compensation and Invoicing

IJA and ARPA grant pursuit fee for services for Tasks 1 and 2 will be billed monthly at the standard hourly rates below based upon the actual time incurred, not to exceed Fifty Thousand Dollars (\$50,000) in total for all tasks without prior approval by the Client.

BTMA's fee for services for Task 3 will be billed monthly at the standard hourly rates below based upon the actual time incurred, not to exceed Twenty-Five Thousand Dollars (\$25,000) per grant application.

IRA 22 Act Pursuit of the Federal Renewable Energy Tax Credit fees for services set forth in the Scope Appendix will be billed at BTMA's standard billing rates based upon the actual time and expenses incurred and will not exceed Fifty Thousand Dollars (\$50,000) without further authorization from the Client.

Standard Hourly Rates by Job Classification  
1/1/2023

Partners / Principals / Directors	\$295.00	to	\$650.00
Managers	\$235.00	to	\$340.00
Consultants / Analysts	\$160.00	to	\$235.00
Support / Paraprofessional	\$115.00	to	\$175.00
Interns	\$110.00	to	\$145.00

- *Billing rates are subject to change periodically due to changing requirements and economic conditions. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

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

Nonattest Services

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

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

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

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.



- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

#### Conflicts of Interest

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

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

#### Termination

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

#### **Project Team:**

This work will be led by a cross functional Baker Tilly team, with members from our Manufacturing, Energy & Infrastructure, Real Estate and State and Local Government teams as necessary to complete the Project, based on the Property Type seeking the tax credit.

#### **Other Disclosures:**

During the course of the Engagement Letter, Baker Tilly may interact with other Project participants (service providers, investors, lenders, funding parties, utilities, etc.) that have pre-existing client relationships with Baker Tilly. By signing this letter, the Client acknowledges the potential conflicts of interest that may arise. In the event of any such conflicts of interest, Baker Tilly shall immediately notify the Client of such circumstance.

Baker Tilly works with many clients that are involved in energy project development across a wide geographic region. The Client acknowledges by signing below that Baker Tilly is not exclusive in its relationship with the Client and that Baker Tilly may provide similar services to these separate clients.

Baker Tilly does not draft legal documents, ensuring that operating and funding agreements are consistent with the Client's intent and enforceable will be the responsibility of the Client's law firm.

#### **Engagement-Specific Terms and Conditions:**

The following terms and conditions are in addition to, and not in lieu of, the terms and conditions included in the Agreement to which this Scope Appendix is attached. Should there be any conflict between the terms of the Agreement and the terms listed below, the terms listed below shall govern.

#### **1. Responsibilities of Client**

- a. To ensure an effective and efficient engagement, Client agrees to provide Baker Tilly with all information requested, in a timely manner, and to provide any reasonable assistance as may be required to properly perform the engagement. In performing services under this Agreement, Baker Tilly will rely upon Client personnel for the accuracy and completeness of its records and all other information supplied to us, without independent investigation or verification. Inaccuracy, incompleteness or tardiness in the delivery of information to Baker Tilly, whether or not Client personnel knew or should have known that such



information was not complete, accurate or current, could have a material effect on tax returns, our conclusions and the fee for services.

- b. US Treasury Regulations require taxpayers to disclose any tax strategy or transaction that the IRS identifies as: 1) a Listed Transaction; 2) substantially similar to a Listed Transaction; or 3) any other Reportable Transaction. In addition, certain states have similar disclosure requirements.
- c. Noncompliance with these rules may result in significant penalties. Client agrees to inform Baker Tilly of participation in any such transactions.
- d. Client agrees to file, unaltered and with appropriate disclosure, the tax returns as prepared by Baker Tilly. Client agrees that Baker Tilly assumes no responsibility and has no liability for any returns altered by Client prior to filing with the taxing jurisdiction. Client is responsible for the timely filing of the returns Baker Tilly prepares and agrees to inform us in writing of any failure to timely file the tax returns.
- e. Most tax returns require signatures, under penalty of perjury, by the taxpayer or an officer of the taxpayer affirming that the tax returns and the accounting schedules and statements are true, correct and complete to the best of his or her knowledge. Client is responsible for understanding and agreeing with the various amounts, computations and statements made in the tax returns and accepts responsibility for the results of the tax services rendered. Baker Tilly's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. Baker Tilly will not perform any management functions or make management decisions for Client in connection with this engagement.
- f. Client is required to maintain and retain adequate documentation to support the tax returns as filed as penalties can be imposed by taxing authorities for the failure to produce adequate documentation supporting the items included in a tax return. Baker Tilly has no responsibility or liability for Client's failure to maintain adequate documentation.
- g. Client accepts and acknowledges that official IRS guidance for the Inflation Reduction Act ("IRA") has not been issued. Baker Tilly is performing the services consistent with previously defined guidelines from the Buy America legislation. Further, Baker Tilly makes no guarantees that the IRS will issue a tax credit.

## **2. Responsibilities of Baker Tilly**

- a. Baker Tilly's services under this Agreement are subject to and will be performed in accordance with Treasury Department Circular 230, the American Institute of Certified Public Accountants (AICPA) and other professional standards applicable to tax services. We disclaim all other warranties, either express or implied.
- b. Baker Tilly will perform these services on the basis of the information you have provided and in consideration of the applicable tax laws, regulations and associated interpretations as of the date the services are provided. Tax laws and regulations and/or their interpretation are subject to change at any time, and such changes may be retroactive in effect and may be applicable to advice given or other services rendered before their effective dates. Baker Tilly has no responsibility or liability for such changes occurring after the completion date of this engagement.
- c. Client acknowledges and agrees that any advice, recommendations, information or work product provided to Client by Baker Tilly in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Baker Tilly has no liability or responsibility to any third parties as a result of this engagement.

**SCOPE APPENDIX to  
Engagement Letter dated: February 19, 2021  
Between City of Elkhart, Indiana and  
Baker Tilly US, LLP**

- d. Tax returns and other filings are subject to examination by taxing authorities. Baker Tilly will be available to assist Client in the event of an audit of any issue for which Baker Tilly has provided services under this Agreement. Fees for these additional services will be communicated in a separate agreement.
- e. The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation, under federal, state or other type of law or regulation.
- f. Baker Tilly may utilize the services of independent contractors in providing services to Client. All such third parties are bound by the same confidentiality requirements as Baker Tilly and its employees. Client hereby consents to disclosure of confidential information necessary to the provision of the related services.
- g. Nothing in this Agreement or scope of work prevents Baker Tilly from providing services to other clients.

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

Sincerely,

*Jeffrey P. Rowe*

Jeffrey P. Rowe, Partner

**Signature Section:**

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

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

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

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