

CITY OF ELKHART
BOARD OF PUBLIC WORKS MEETING
AGENDA

Common Council Chambers

9:00 A.M., Wednesday, November 8, 2023

<https://coei.webex.com/coei/j.php?MTID=me0f434bbe14a045232c394a2fff8beab>

Meeting Number (access code): 2311 274 4886 Meeting password: BOW23

Join by phone: 1-415-655-0001

- I. Roll Call**
- II. Approve Agenda**
- III. Open Bids & Quotes**
 - Bid #23-16 2024 Street Materials
 - Quote #23-13 EEC Siding for Cabin
 - Quote #23-14 EEC Cabin Windows
- IV. Claims & Allowance Docket**
- V. Minutes: Regular Meeting October 17, 2023**
- VI. Engineering**
 - a.) Administration
 - Request Quote #23-18 Hively Ave. Overpass Demolition Contract #1
 - Request Bid #23-22 Hively Ave. Overpass Demolition Contract #2
 - Request Bid #23-19 Jackson Blvd. and Johnson St. Signal Modernization and Water Line Extension
 - PSA with Weaver Consultants Group- Prairie Bridge Underpass Geotechnical and Ecological Services
 - Request Bid #23-20 Benham Ave. Multi-Use Path
 - Request Bid #23-21 2024 On-Call Street and Drainage Construction
 - MACOG Traffic Data Memorandum of Understanding
 - Accept the Permanent Easement for Benham Ave./ Mishawaka Road Multi-Use Path Project from Brauvin 18 LLC (Wendy's)
 - b.) PWU Attorney
 - Laredo Agreement- Use of Online Access to Real Estate Records
 - c.) Utility
 - Request Bid #23-17 2024 Utility Materials
 - Partial Payment #1 to DLZ Indiana, LLC for Oakland Ave. Project B Storage Tank Design
 - Partial Payment #4 to C&E Excavating for Oakland Ave. Forcemain Phase A
 - Partial Payment #5 to C&E Excavating for Oakland Ave. Forcemain Phase A
- VII. Utilities**
 - a.) Administration
 - Wastewater Utility MRO for September 2023

- Award Bid #23-15 Service Line Investigation Project
 - Acceptance of Permanent Utility Easement in the Area of La Rue Street
 - Disposal of 1015 E. Jackson Blvd.
 - Disposal of 28864 W CR 16
- b.) Pretreatment
- Notice of Violation: Cobus Green
 - Notice of Violation: Cobus Green
 - Notice of Violation: Cobus Green
 - Notice of Violation: Simonton Lake
 - Notice of Violation: Simonton Lake
 - Notice of Violation: ONTWA Township
 - Notice of Violation: Liftco, Inc. Permit #2005-01
 - Notice of Violation: Swift Prepared Foods Permit #2002-01
 - Notice of Violation: McDowell Enterprises Permit #85-01
 - Notice of Violation: McDowell Enterprises Permits #85-01
 - McDowell Enterprises Penalties Review and Assessment

VIII.

New Business

- Request to Purchase Articulated Loader through Sourcewell
- Board of Works Resolution 23-R-24: Authorizing the Transfer Ownership of Civic Plaza and Art and Pat Decio Central Green to Elkhart Department of Redevelopment
- Award Quote #23-13 EEC Cabin Siding
- Award Quote #23-14 EEC Cabin Windows
- Midwest Casualty WC Excess Insurance

IX.

Use & Event Permits

- A Walk in Their Shoes 11/12- Parade & Public Assembly, ESS

X.


Public Participation

XI.

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.

November 1, 2023 
JAMIE ARCE - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **\$5,365,140.53** AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 31 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 8TH DAY OF NOVEMBER 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
11.8.2023

Individual Claims Over \$25,000 each:

Fund	Vendor	Description	Amount
2500	OTT EQUIPMENT SERVICE, INC	(2) VEHICLE HOISTS	\$29,115.00
1101	RIETH-RILEY CONSTRUCTION CO, INC.	asphalt for walker park	\$29,418.76
6101	NUGENT, INC.	FIRE HYDRANTS	\$29,959.70
1101	BOSAK MOTORS OF CHESTERTON LLC	PURCHASE PLANNING VEHICLE	\$29,995.00
6207	SELGE CONSTRUCTION CO INC	Sewer Insurance for 1611 Canterbury Drive	\$30,700.00
4428	PREMIUM CONCRETE SERVICES, INC.	2023 ANNA DRIVE STORM WATER PIPE	\$30,775.00
2203	RIETH-RILEY CONSTRUCTION CO, INC.	Asphalt for CC Lane and Garden St	\$31,818.92
4445	LACASA OF GOSHEN, INC	LOCAL PUBLIC IMPROVEMENT	\$46,618.05
4436	C & E EXCAVATING	2023 ADA CURB RAMP PROJECT	\$53,845.19
1101	OHI PROPERTIES LIMITED PARTNERSHIP	BENHAM AVE STREETSCAPE	\$69,650.00
6201	XYLEM DEWATERING SOLUTIONS INC	HIGH DIVE LIFT STATION PUMP REPLACEMENT	\$77,668.00
6203	SELGE CONSTRUCTION CO INC	LIFT STATION 13 REPLACEMENT PROJECT	\$335,286.83
Total Claims over \$25,000			794,850.45
Regular Claims under \$25,000:			842,735.94
Total Regular Departmental Claims:			1,637,586.39

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

6201	INDIANA MICHIGAN POWER	SERVICE 24401 CR 106	\$25,000.00
6201	INDIANA MICHIGAN POWER	SERVICE 1739 WOODLAND DR LS 30	\$31,676.02
Total Pre-Approved over \$25,000:			56,676.02
Regular Claims under \$25,000:			109,667.53
Total Pre-Approved Claims:			166,343.55

American Rescue Plan Claims:

2474	ELKHART PUBLIC UTILITIES	SMALL BUSINESS CONTINUITY	\$174.78
2474	WARRICK & BOYN, LLP	WORKFORCE HOUSING	\$18,224.67
2474	CHARLIE BOOKS	HOMEOWNER OCCUPIED REHAB	\$10,283.17
2474	EBY PLUMBING PLUS INC	HOMEOWNER OCCUPIED REHAB	\$3,000.00
2474	EBY PLUMBING PLUS INC	HOMEOWNER OCCUPIED REHAB	\$3,700.00
2474	CHARLIE BOOKS	HOMEOWNER OCCUPIED REHAB	\$6,825.00
2474	LACASA OF GOSHEN, INC	HOMEOWNER OCCUPIED REHAB	\$1,560.00
2474	LACASA OF GOSHEN, INC	HOMEOWNER OCCUPIED REHAB	\$520.00
2474	LACASA OF GOSHEN, INC	HOMEOWNER OCCUPIED REHAB	\$3,073.14
2474	LACASA OF GOSHEN, INC	HOMEOWNER OCCUPIED REHAB	\$3,315.00
Total American Resuce Plan Claims:			50,675.76

UTILITY REFUNDS

1,239.00

Payroll and Pension Payments:

Police Uniform payment	-
Fire & Police Pension	-
Bi-weekly Payroll	\$3,509,295.83
RETRO PAY	-
Total Payroll:	3,509,295.83

Total All Claims, Internal Payments, and Payroll: \$ 5,365,140.53

(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, October 17, 2023

President Mike Machlan called a regular meeting of the Board of Public Works to order at 9:00 a.m., Tuesday, October 17, 2023. Clerk of the Board Nancy Wilson called the roll. Mike Machlan, Jamie Arce, Ron Davis, and Rose Rivera attended in person. Chad Crabtree was absent. Mike noted the time was after 9:00 a.m. and no more bids would be accepted.

1. Approve Agenda

A motion was made by Jamie Arce and seconded by Ron Davis to approve the agenda. On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the agenda was amended by adding Open Quotes #23-16 and #23-17 right after approve the agenda and award same right after New Business. The amended agenda carried 4-0.

2. Open Quotes

Quote #23-16 Jones Street Lot Sidewalk

The first quote was from C&E Excavating for \$17,400.00. The second quote was from Rieth-Riley Construction for \$54,060.00. The third quote was from Premium Concrete Services for \$14,900.00. On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the quotes were assigned to staff to review and report back with an award later in the meeting if possible.

Open Quote #23-17 East Jackson Blvd. and Elkhart Ave. Curb Ramp Repair

The first quote was from C&E Excavating for \$28,997.50. The second quote was from Rieth-Riley Construction for \$74,062.50. The third quote was from Premium Concrete Services for \$22,500.00. On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the quotes were assigned to staff to review and report back with an award later in the meeting if possible.

3. Claims & Allowance Docket

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board approved the claims and allowance docket totaling \$2,174,373.14, consisting of 28 pages as prepared on October 11, 2023 at 2:39 p.m.

4. Minutes Regular Meeting October 3, 2023

On motion by Ron Davis, seconded by Rose Rivera and carried 4-0, the Board approved the minutes from October 3, 2023.

5. Engineering

(A.) Administration

PSA with Abonmarche for Prairie Bridge Underpass

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board authorized the Board President to execute the Professional Services Agreement with Abonmarche for the Prairie Bridge Underpass project, with a fee of \$46,600.00 and a completion date of February 9, 2024.

(B.) PWU Attorney

Ratify Contracts with Elkhart & Western Railroad Company, LLC

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board ratified the contracts with Elkhart & Western Railroad Company, LLC as presented.

(C.) Stormwater

Amendment to Indemnification Agreement with Elkhart & Western Railroad Co. LLC

BOARD OF PUBLIC WORKS

Tuesday, October 3, 2023

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board approved the Amendment to the License, General Release and Indemnification Agreement with Elkhart & Western Railroad Co. LLC to provide an extension of time to get the work completed.

Summary

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

Water Assessment MB Construction/Troy Allard
2809 A Ferndale Rd
Elkhart, IN. 46517
Property: 30765 Cynthia Dr
Paid in full, \$1365.00

Sergio De La Cruz
915 E. Herrold Ave
Elkhart, IN. 46517
Property: 915 E. Herrold Ave
Paid \$227.46, Payment Plan

Habitat for Humanity
P.O. Box 950
Goshen, IN. 46527
Property: 2927 Kelsey
Paid \$1275.30

Sewer Assessment Habitat for Humanity
P.O. Box 950
Goshen, IN. 46527
Property: 2927 Kelsey
Paid \$5875.00

Driveway Permit #5106, Owner: Thomas & Michelle Masten
Property: 107 Graywood Ave
Contractor: Owner
\$600.00 bond by Homeowner

#5101, Owner: Lisa & Charlie Jones
Property: 2575 Timberstone Dr.
Contractor: JB Builders
\$600.00 bond by Contractor

#5087, Owner: Waste Away
Property: 1609 W. Beardsley Ave
Contractor: Waste Away Group
\$1500 bond by Contractor

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Tuesday, October 3, 2023

#5073, Owner: Habit for Humanity of Elkhart
Property: 828 W. Garfield
Contractor: Habitat
\$10,000 blanket bond by Contractor

#5107, Owner: Shah Properties
Property: 2123 Middlebury Street
Contractor: Bender's Construction
\$10,000 blanket bond by Contractor

Release of Bond: #5106, Homeowner: Thomas & Michelle Masten
Property: 107 Graywood Ave
\$600.00 bond

#5101, Contractor: JB Builders
Property: 2575 Timberstone Dr.
\$600.00 bond by Contractor

#5087, Contractor: Waste Away Group
Property: 1609 W. Beardsley
\$1500.00 bond

Revocable Permits:

#6566, Owner: Daniel Boecher
Property: 118 S. Main St. Apt A
Permit Holder: Abby Burch
Description: Use of two angled parking spaces (non-handicapped)

6. Utilities

(A.) Administration

Water MRO for September 2023

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board accepted and placed on file the Water MRO for September 2023.

Request Bid #23-18 Painting Northwest Wellfield Pressure Filters

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board approved plans and specifications and granted permission to advertise Bid #23-18 Painting Northwest Wellfield Pressure Filters.

(B.) Water Quality

Interlocal Agreement between the City of Elkhart and City of South Bend for Biological Monitoring Services

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board approved the Interlocal Agreement between the City of Elkhart and the City of South Bend for the completion of Biological Monitoring Services for the term 2024-2026.

7. New Business

Travel Leaders Travel Management Services Agreement

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the

BOARD OF PUBLIC WORKS

Tuesday, October 3, 2023

Board approved the Agreement with Travel Leaders and authorized the City Controller to sign the final agreement pending final Legal approval.

Award Quote #23-16 Jones Street Parking Lot Sidewalk

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board awarded Quote #23-16 Public Works Jones Street Parking Lot Sidewalk to Premium Concrete Services who submitted the lowest, responsive quote with a contract price in the amount of \$14,900.00.

Award Quote #23-17 East Jackson Blvd. and Elkhart Avenue Curb Ramp Repair

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board awarded Quote #23-17 East Jackson Blvd. and Elkhart Avenue Curb Ramp Repair Project to Premium Concrete Services who submitted the lowest, responsive quote with a contract price in the amount of \$22,500.00.

8. Use & Event Permits

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

- St. Vincent de Paul Our Lady of Guadalupe Procession 12/9- ESS, Parade & Public Assembly, Special Exception from Noise Ordinance
- Skate Bash 10/28- EMS, Public Assembly, Special Exception from Noise Ordinance
- Pine "Not-So-Haunted" Woods Walk 10/28- ESS, EFD, Golf Cars, EPD, Plaza Sign, Public Assembly
- Trunk or Treat 10/21- Island Park, ESS, EMS, EPD, Plaza Sign, Public Assembly
- Elkhart Farmers Market Pop Ups 10/18/23, 12/16/23, 1/20/24, 2/17/24- High Dive Pavilion, Public Assembly, Plaza Sign

9. Adjournment

On motion by Jamie Arce, seconded by Rose Rivera and carried 4-0, the Board of Works adjourned at 9:34 a.m.

_____ Mike Machlan, President

Attest: _____ Nancy Wilson, Clerk of the Board



MEMORANDUM

DATE: November 8, 2023

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering *JDS*

RE: **Permission to Request Quote #23-18 for Hively Avenue Overpass – Demolition Contract #1**

The Engineering Staff requests approval of quote documents for the demolition of a commercial building located at 2701 South Main Street. The City recently acquired this property and the building as part of the right-of-way acquisition for the Hively Avenue Overpass Project. This building recently suffered a major water leak and it is believed that foundation is significantly compromised. Rather than including this in one of the overall contracts for demolition for the Hively Avenue Overpass Project, the Engineering Staff believes that it is in the best interest of the City to demolish this building as soon as feasible.

Funding for this project will determined prior to award.

The action requested by the Board of Public Works is as follows:

Grant Permission to Request Quote #23-18 for Hively Avenue Overpass – Demolition Contract #1.



MEMORANDUM

DATE: November 8, 2023

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering *JDS*

RE: **Permission to Bid #23-22 for Hively Avenue Overpass – Demolition Contract #2**

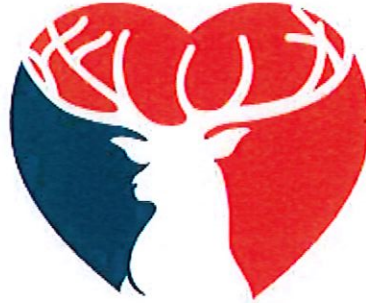
The Engineering Staff requests approval of bid documents for the demolition of single-family residential structures located on nine parcels, as follows:

PARCEL	ADDRESS
7	1207 East Hively Avenue
8	1215 East Hively Avenue
9	1219 East Hively Avenue
10	1223 East Hively Avenue
15	1301 East Hively Avenue
16	1315 East Hively Avenue
40	1319 East Hively Avenue
41	1321 East Hively Avenue
22	2722 South Main Street

The City has recently acquired these properties or will shortly be acquiring these properties as part of the right-of-way acquisition for the Hively Avenue Overpass Project. This work will be part of the funding that includes Federal Aid; as such, this work will be subject to the Federal Aid Contract Provisions, including Prevailing Wages.

The action requested by the Board of Public Works is as follows:

Approval of Bid Documents and Grant Permission to Bid #23-22 for Hively Avenue Overpass – Demolition Contract #2.



City of Elkhart
Engineering

DEPARTMENT OF PUBLIC WORKS & UTILITIES
ELKHART, INDIANA

SPECIFICATIONS AND CONTRACT DOCUMENTS FOR

Hively Avenue Overpass

Demolition Contract #2

PA7752

BID #23-22

APPROVED BY THE BOARD OF PUBLIC WORKS

THIS 8th DAY OF November, 2023

Michael Machlan
President

Chad Crabtree
Vice President

Ronnie Davis

Jamie Arce

Rose Rivera

I hereby certify that these plans and specifications were prepared by me, or under by direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Indiana.

Date _____


Jeffrey D. Schaffer
Registered Professional Engineer
State of Indiana No. 11300116



MEMORANDUM

DATE: November 8, 2023

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering 

RE: **Permission to Bid #23-19 for Jackson Boulevard and Johnson Street Signal Modernization and Water Line Extension**

The Engineering Staff requests approval of bid documents and authorization to advertise and accept bids for the Jackson Boulevard and Johnson Street Signal Modernization and Water Line Extension. This project includes the complete reconstruction of the traffic signal at this intersection; this signal was constructed by INDOT when Jackson Boulevard was a state highway. In addition, this project will provide water service to a commercial building on Prairie Street, south of Jackson Boulevard.

This project is funded by the River District appropriation.

The action requested by the Board of Public Works is as follows:

Approval the Bid Documents and Grant Permission to Bid #23-19 for Jackson Boulevard and Johnson Street Signal Modernization and Water Line Extension.



MEMORANDUM

DATE: November 8, 2023

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering *JDS*

RE: **PSA with Weaver Consultants Group – Prairie Bridge Underpass
Geotechnical and Ecological Services**

In February 2023, the Engineering Staff received a study and cost estimate from Abonmarche that considered three options for a multiuse path along the Elkhart River under the Prairie Street Bridge and Elkhart & Western Railroad Trestle. That study suggested a preferred option for the path.

Based on that conclusion, the Engineering Staff would like to move forward with the final design, engineering, and permitting for the project. The Board approved the surveying and engineering contract with Abonmarche in October; this contract with Weaver Consultants Group includes geotechnical engineering and wetlands services. The intent is to construct this project in 2024 when the river level is naturally lower.

This project will be funded with remaining River District appropriated funds.

The action requested by the Board of Public Works is as follows:


Authorized the Board President to execute the Professional Services Agreement with Weaver Consultants Group for the Prairie Bridge Underpass project, with a fee of \$11,535.00 and an completion date of December 29, 2024.



MEMORANDUM

DATE: November 8, 2023

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering 

RE: **Permission to Bid #23-20 for Benham Avenue Multi-Use Path**

The Engineering Staff requests approval of bid documents and authorization to advertise and accept bids for the Benham Avenue Multi-Use Path. This project includes construction of a path along the west side of Benham Avenue and the south side of Mishawaka Road from Hively Avenue to Old Farm Drive. This path will replace a well-traveled informal grass path that has been maintained by the Anabaptist Mennonite Biblical Seminary through its property for a number of years.

This project is funded by the Benham Avenue Streetscape appropriation.

The action requested by the Board of Public Works is as follows:


Approval the Bid Documents and Grant Permission to Bid #23-20 for Benham Avenue Multi-Use Path.



MEMORANDUM

DATE: November 8, 2023

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering 

RE: **Permission to Bid #23-21 for 2024 On-Call Street and Drainage Construction Services**

The Engineering Staff requests approval of bid documents and authorization to advertise and accept bids for 2024 On-Call Street and Drainage Construction Services. As discussed with the Board previously, over many years, various construction services had been added to the annual "Street Materials" bid. The Engineering Staff believes that these services should be bid separately and this bid documents reflect that approach.

These services, when requested, are paid for using a variety of appropriated funds.

The action requested by the Board of Public Works is as follows:

Approval the Bid Documents and Grant Permission to Bid #23-21 for 2024 On-Call Street and Drainage Construction Services.



DEPARTMENT OF PUBLIC WORKS & UTILITIES

ELKHART, INDIANA

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR**

STREET ON-CALL CONSTRUCTION 2024

BID # 23-21

APPROVED BY THE BOARD OF PUBLIC WORKS

THIS _____ DAY OF _____, 2023

Michael Machlan
President

Chad Crabtree
Vice President

Ronnie Davis
Member

C. James Arce
Member

Rose Rivera
Member



MEMORANDUM

DATE: November 8, 2023

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering

RE: **MACOG Traffic Data Memorandum of Understanding**

Michiana Area Council of Governments (MACOG) collects Traffic Data within the City as part of their overall data collection program. The City pays MACOG \$5000.00 annual to support this program. By executing the attached MOU, both parties agree to this arrangement.

The action requested by the Board of Public Works is as follows:

Authorize the City Engineer to execute the MACOG Traffic Data Memorandum of Understanding.



September 20, 2023

City of Elkhart Engineering Dept.
Attn: Tory Irwin
1201 S. Nappanee St.
Elkhart, IN 46516

Re: Traffic Count Data Collection Agreement

Dear Tory,

Please find the Memorandum of Understanding for FY 2024 between the Michiana Area Council of Governments and the City of Elkhart for traffic count data to be collected by MACOG for the location sites listed on the attached sheet. Please sign and date the MOU and return a copy for our records. An invoice for \$5,000 is included. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Debbie Gardner".

Debbie Gardner
Fiscal Accounting Manager
Michiana Area Council of Governments



MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into by and between the City of Elkhart Engineering Department and the Michiana Area Council of Governments, hereinafter referred to as "MACOG".

WITNESSETH:

WHEREAS, City of Elkhart Engineering Department, has previously maintained an annual traffic counting program for the purposes of planning and project development and seeks to cooperate with the MACOG to obtain the data using MACOG staff; and,

WHEREAS, MACOG currently maintains an annual traffic counting program for the purpose of developing Vehicle Miles of Travel (VMT), Annual Average Daily Traffic (AADT), project selection, planning and other traffic related statistics; and,

WHEREAS, MACOG also maintains a four county, state traffic counting program, completes the HPMS counts for the state and collects other traffic counts in the region; and,

WHEREAS, MACOG has professional staff that collects and maintains traffic count database program throughout the region; and,

WHEREAS, MACOG, working in partnership with its member cities, towns and counties, is the data repository for the region's reporting and traffic statistics; and as traffic count data is a major factor in the selection of projects for federal, state and local road projects, it mutually benefits both parties that the traffic count program be consistently completed on a three year count cycle.

IT IS THEREFORE AGREED by and between City of Elkhart Engineering Department and MACOG as follows:

1. MACOG will collect traffic count data for the City of Elkhart Engineering Department at those sites within the city as listed on attachment A of this MOU and herein agreed to by both parties.
2. This MOU is renewable each year upon the signing of a similar agreement to provide traffic counting services,
3. MACOG, in partnership with City of Elkhart Engineering Department will develop a mutually agreeable schedule of counting activities in such manner that all agreed sites will be counted in their entirety within a three (3) year cycle, (contingent upon this program being continued for a full three years).
4. Data to be collected shall be classification counts based on the thirteen (13) vehicle types as defined within the Federal Highway Administration's "Traffic Monitoring Guide". The counts shall be hourly, per direction, for a

minimum of forty-eight (48) hours.

5. Data collected will be posted to the macoggis.com website.
6. MACOG further agrees to complete up to two (2) 12hr turning movement counts. MACOG will annually provide the Transportation Technical Advisory Council with a list of congested roads, however City of Elkhart Engineering Department is responsible for identifying the intersections to be studied in writing to the MACOG Director.
7. Under this MOU, the City of Elkhart Engineering Department agrees to provide the MACOG \$5,000, which may be used by the MACOG as local technical assistance and planning, matching funds. These funds will be paid to the MACOG within 30 days of the effective date (July 1, 2023) of this agreement.
8. This memorandum of understanding may be declared null and void if:
 - A. Either party fails to abide by the intent of this Memorandum of Understanding or;
 - B. Both parties mutually agree to end this data partnering.
9. The effective dates for this Memorandum of Understanding will be July 1, 2023 through June 30, 2024 with provision for annual renewal.

IN WITNESS WHEREOF, City of Elkhart Engineering Department and MACOG, through the undersigned officials, have hereunto affixed their signatures.

Michiana Area Council of Governments

By: 
James Turnwald, Executive Director

Date: September 20, 2023

City of Elkhart Engineering Department

By: _____

Date: _____

FY 2024 Counts - City of Elkhart

60 Counts

Site	Street	Location	Latitude	Longitude
5488	17TH STREET	N OF CR 20 (MISHAWAKA ROAD)	41.65862	-85.994474
5000	ALFRED STREET	S OF JACKSON BOULEVARD	41.692202	-85.952805
5605	ARLINGTON ROAD	E OF SR 19	41.721872	-85.9709
30003	BALDWIN STREET	SW OF LILAC STREET	41.701999	-85.958664
5618	BAY STREET	S OF BRISTOL STREET	41.701633	-85.936676
5619	BAY STREET	N OF BRISTOL STREET	41.702719	-85.936677
5034	BENHAM AVENUE	S OF INDIANA AVENUE	41.673767	-85.970344
5048	BOWER STREET	E OF WEST BOULEVARD	41.688559	-85.99761
5075	BRISTOL STREET	E OF JEANWOOD DR (CR 13)	41.70214	-85.926939
5616	COBBLESTONE BOULEVARD	N OF BRISTOL STREET	41.703982	-85.916665
5090	CONANT STREET	BETWEEN RIVERVIEW AVENUE & INDUSTRIAL PARKWAY	41.685549	-85.935132
5579	CONCORD MALL DRIVE	SW OF US 33	41.64209	-85.92837
5580	CONCORD MALL DRIVE	N OF CR 20 (MISHAWAKA ROAD)	41.63967	-85.9327
5608	CR 108	W OF CR 3	41.702677	-86.020817
5510	CR 15 (SPARR ROAD)	S OF SR 120 (JACKSON BOULEVARD)	41.694178	-85.907601
5609	DEXTER DRIVE	BETWEEN CR 6 & WADE DRIVE	41.72548	-85.999362
5596	DR. KING DRIVE	W OF BENHAM AVENUE	41.677997	-85.972103
5106	EDWARDSBURG AVENUE	S OF MICHIGAN STREET	41.698093	-85.984889
5116	FIELDHOUSE AVENUE	E OF SEVENTEENTH STREET	41.666058	-85.993635
5132	FULTON STREET	E OF NAPPANEE STREET	41.687551	-86.002237
5146	GOSHEN AVENUE	NW OF TOLEDO ROAD	41.677765	-85.943275
5611	HERMAN STREET	BETWEEN EASTLAND DRIVE & MIDDLEBURY STREET	41.680618	-85.900756
5174	HIVELY AVENUE	E OF OAKLAND AVENUE	41.659612	-85.983462
5180	HIVELY AVENUE	E OF PRAIRIE STREET	41.659435	-85.964883
5614	HOMELAND ROAD	BETWEEN BRISTOL STREET & FOREST GROVE AVENUE	41.704369	-85.91278
5615	HOMELAND ROAD	S OF BRISTOL STREET	41.702496	-85.912696
5190	INDIANA AVENUE	E OF NAPPANEE STREET	41.674347	-86.001157
5194	INDIANA AVENUE	W OF OAKLAND AVENUE	41.674235	-85.98668
5198	INDIANA AVENUE	W OF BENHAM AVENUE	41.673996	-85.970606
5200	INDIANA AVENUE	E OF BENHAM AVENUE	41.673986	-85.970016
5206	INDIANA AVENUE	E OF STERLING AVENUE	41.67394	-85.95744
5208	INDIANA AVENUE	BETWEEN ARCH STREET & GOSHEN AVENUE	41.67398	-85.9461
5606	KULP AVENUE	W OF US 33	41.64686	-85.93606

FY 2024 Counts - City of Elkhart
60 Counts

Site	Street	Location	Latitude	Longitude
5260	LEXINGTON AVENUE	E OF WEST BOULEVARD	41.68385	-85.99777
5610	LILLIAN AVENUE	BETWEEN D I DRIVE & ALL PRO DRIVE	41.728812	-85.992094
5306	MAIN STREET	NW OF PRAIRIE STREET	41.67818	-85.96598
5326	MARION STREET	W OF MAIN STREET	41.682912	-85.972069
5617	MCPHERSON STREET	W OF DEARBORN STREET	41.697503	-85.965543
5354	MIDDLEBURY STREET	E OF GOSHEN AVENUE	41.68125	-85.94776
5360	MIDDLEBURY STREET	W OF MIDDLETON RUN ROAD	41.681446	-85.917705
5370	MIDDLETON RUN ROAD	N OF MIDDLEBURY STREET	41.681672	-85.917259
5613	MILLER STREET	E OF OSOLO ROAD	41.709876	-85.944092
5378	MONROE STREET	N OF MIDDLEBURY STREET	41.681922	-85.962701
5578	NORTHPOINTE BOULEVARD	W OF SR 19 (CASSOPOLIS STREET)	41.734666	-85.97463
5404	OAK STREET	S OF BRISTOL STREET	41.701879	-85.994006
5420	OAKLAND AVENUE	N OF HIVLEY AVENUE	41.660736	-85.984761
5581	PINERIDGE PARKWAY	S OF CR 20 (MISHAWAKA ROAD)	41.6391	-85.93286
5446	PRAIRIE STREET	S OF MAIN STREET	41.6773	-85.96556
5474	RIVERVIEW AVENUE	S OF WOOD STREET	41.690693	-85.939195
5476	RIVERVIEW AVENUE	N OF MIDDLEBURY STREET	41.682069	-85.939061
5490	SHERMAN STREET	W OF CLYDE STREET	41.6886	-85.981786
5494	SIMONTON STREET	BETWEEN MICHIGAN STREET & MAIN STREET	41.699342	-85.981431
5603	SIMONTON STREET	W OF CASSOPOLIS STREET	41.697933	-85.972716
5604	SIMONTON STREET	E OF CASSOPOLIS STREET	41.698064	-85.97129
5607	VERDANT DRIVE	BETWEEN CHESTER DRIVE & MIDDLEBURY STREET	41.677155	-85.894556
5568	WEST BOULEVARD	S OF LEXINGTON AVENUE	41.68359	-85.99823
5591	WINDSOR AVENUE	E OF SR 19 (CASSOPOLIS STREET)	41.726816	-85.972758
5592	WINDSOR AVENUE	W OF SR 19 (CASSOPOLIS STREET)	41.726827	-85.973493
5612	WOOD STREET	BETWEEN RIVERVIEW PLACE & JOYCE COURT	41.691058	-85.936069
5572	WOODLAWN AVENUE	W OF JOHNSON STREET	41.708165	-85.967051



Phone 574-287-1829 Fax 574-239-4072

INVOICE

NUMBER: 3438

DATE: 10/5/23

TO:
City of Elkhart Engineering Department
Attn: Tory Irwin
1201 S. Nappanee St.
Elkhart, IN 46516



QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Traffic count data collection for the period July 1, 2021 through June 30, 2022 per MOU dated May 17, 2021. Funds to be used as local technical assistance and planning matching funds.		\$5,000.00
TOTAL DUE			\$5,000.00

Make all checks payable to:

Michiana Area Council of Governments
227 W. Jefferson Blvd.
1120 County-City Building
South Bend, IN 46601


THANK YOU!



MEMORANDUM

DATE: November 8, 2023

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering 

RE: **Accept Easement for Benham Avenue / Mishawaka Road Multi-Use Path Project from Brauvin 18 LLC (Wendy's)**

The consultant for the Benham Avenue / Mishawaka Road Multi-Use Path Project has reached an agreement with the owner of the Wendy's restaurant property, Brauvin 18 LLC, for a permanent easement along Benham Avenue. The compensation is \$41,200.

The action requested by the Board of Public Works is as follows:

Accept the permanent easement for Benham Avenue / Mishawaka Road Multi-Use Path Project from Brauvin 18 LLC.

Rod Roberson
Mayor
229 S. Second St.
Elkhart, Indiana 46516
Fax: 574.522.6794
Tel: 574.294.5471 Ext. 1057
www.elkhartindiana.org



Department of Law
John M. Espar
Corporation Counsel
Rose Rivera
City Attorney
Kevin Davis
Deputy City Attorney
Maggie Marnocha
Assistant City Attorney
Gina Jachimiak
Maria L. Leon
Paralegals

MEMORANDUM

Date: October 23, 2023

To: Board of Public Works

From: Maggie Marnocha 

Re: Laredo Agreement – Use of Online Access to Real Estate Records

The City of Elkhart is requesting the subscription to Laredo online access for real estate records.

Laredo's agreement is between Elkhart County Recorder and City of Elkhart, Department of Law, John Espar.

The use of Laredo's online access will allow the department of law to support the City's efforts when preparing resolutions and ordinances for the Common Council. The agreement requires a minimum three-month commitment, the City ask for an annual subscription with auto-renewal upon like terms for successive calendar periods at fifty dollars (\$50.00) per month for 0-250 minutes.

It is requested the Board of Public Works:

Please approve the Laredo Agreement for online access to real estate records.

Elkhart County Recorder's Office
117 North 2nd Street
Goshen, IN 46526 (574) 535-6755

LAREDO AGREEMENT
Regarding Use of Online Access to Real Estate Records

This Agreement made and entered into this 9th day of October, in the year 2023,
by and between the Elkhart County Recorder and City of Elkhart, Department of Law - John Espar,
Corporation Counsel ("Customer").

TERMS AND CONDITIONS

1. The Elkhart County Recorder agrees to furnish online access to real estate records in its office. Documents are recorded on the date presented or the next working day, but documents sent in the mail may take several days to reach our office.
2. Recorder's document dates:
DEEDS: all deeds available back to 1830, indexed back to 1838
MORTGAGES: all mortgages available back to 1960, indexed back to 1960
MISCELLANEOUS: all miscellaneous available back to 1852, indexed back to 1904
3. The index is not construed to be true and complete; rather it is a **working index** subject to error, omission and future modification.
4. Payment by Customer is due twenty (20) days from the date of the invoice. Payments not received by that date will result in access being suspended until payment is received in full. Invoices will be provided via Laredo Connect (<https://fidlar.com/LaredoConnect.aspx>), a website for which the Customer will be required to create an account at no additional charge. Laredo Connect accounts must be created before the end of the month in which this agreement is signed. Failure to do so may result in Laredo access being suspended until the Customer complies.
5. In no event shall the Recorder be liable for special, indirect, incidental, or consequential damages, including, but not limited to, loss of income, loss of profits, loss of time, or additional expense, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Customer specifically understands and recognizes that the system by which these services are offered is developmental and may experience problems of various kinds resulting in an inability to provide such services.
6. Customer agrees the Recorder, Elkhart County, and their employees will not be liable for any claim or demand of any nature or kind whether asserted against the Recorder or against the Customer by any third party, arising out of the services or materials provided or use of the same. Customer agrees to indemnify and hold the Recorder, Elkhart County, and their employees harmless from claims of third parties arising out of Customer's use of the services or materials provided pursuant to this Agreement.
7. The Customer agrees to not data scrape/web scrape/data harvest/web harvest/data mine or extract anything from any system used, maintained or owned by the Recorder. A "data scrape/web scrape/data harvest/web harvest/data mine" occurs when a computer program has extracted data from human-readable out-put coming from another program. A breach of this paragraph shall result in revocation of this Agreement.

8. Customer shall not in any way enhance, alter the public records accessed, or disclose any confidential information contained thereon. Customer agrees not to sell copies of the documents or images received under this Agreement.
9. When the Laredo program is operating, after 2 minutes of no activity, the user will receive an automatic disconnect notice. Regardless of whether the user elects to continue, cancel or disable this automatic disconnect notice, the Customer agrees to pay the normal fees for all online time until the Laredo session is closed.
10. This Agreement requires a minimum three-month commitment. Either party may cancel this Agreement at any time for any reason. The Customer shall provide written notice to the Recorder when they want to cancel or change the Agreement. Customer may change user plans within the first 5 days of any given month. Cancellation shall not relieve a party of its obligations incurred prior to the effective date of the cancellation. Unless cancelled by either party as provided herein, this Agreement shall be automatically renewed upon like terms for successive calendar year periods.
11. Each time the Customer selects "print" in Laredo, the Customer shall be charged a fee of \$1.00 per page.
12. Recorder reserves the right to withdraw any service without consulting Customer prior to withdrawing such service, and shall have no liability whatsoever to the Customer in connection with deletion or interruption of any such service.
13. Customer acknowledges that it has read this Agreement and agrees that it is the complete and exclusive Agreement between parties, superseding all other communications, oral or written. This Agreement may be modified only by written amendments signed by the parties.
14. This Agreement is governed by Indiana law without resort to conflict of law principals. Jurisdiction of any dispute shall be exclusively in the courts of Elkhart County, Indiana.

CUSTOMER AGREES TO THE TERMS OUTLINED ABOVE

Signed _____ Date October 9, 2023
Customer

Printed John Espar City of Elkhart
Customer Corporation Counsel

Signed _____ Date _____
Elkhart County Recorder

Printed _____
Elkhart County Recorder

(To subscribe to Laredo, please fill out the form on the next page.)

Elkhart County, IN Laredo Subscriber Information

Name John Espar

Title Corporation Counsel

Name of Company City of Elkhart, Department of Law

Street Address 229 South Second Street

City, State, Zip Code Elkhart, IN. 46516

Phone 574.294.5471 x 1060

Email Address john.espar@coei.org

Billing Address 229 South Second Street, Elkhart, IN. 46516

Elkhart County Laredo Price:

- | | |
|-----------------------|--------------------------------------|
| A. 0-250 Minutes: | \$50.00/Month (\$0.20/Min. Overage) |
| B. 251-1000 Minutes: | \$100.00/Month (\$0.15/Min. Overage) |
| C. 1001-3000 Minutes: | \$200.00/Month (\$0.12/Min. Overage) |
| D. Unlimited: | \$250.00/Month |

- All print fees are \$1.00/Page

Plan (Circle One): A B C D

Username: _____



M E M O R A N D U M

DATE: November 8, 2023
TO: Board of Public Works
FROM: Paul Wunderlich, Utility Engineer *PW*
RE: **Permission to Advertise – 2024 Utility Materials Bid – Bid #23-17**

The Department of Public Works requests approval of the specifications and permission to advertise the 2024 Utility Materials Bid.

The materials bid is completed annually to enable various City Departments to purchase utility materials and contractor services throughout the calendar year. If material prices become volatile, the City will reserve the right to request more material bids during the calendar year.

It is requested that the BOW:

approve the specifications and grant permission to advertise the 2024 Utility Materials Bid – Bid #23-17



M E M O R A N D U M

DATE: November 1st, 2023
TO: Board of Public Works
FROM: Paul Wunderlich, Utility Engineer *PW*
RE: **Oakland Avenue: Project B Storage Tank Design**
Approval of Partial Payment Request #1 to DLZ Consulting

Please see the attached invoice #1 from DLZ Consulting for professional services provided for the Oakland Avenue Project B Design for work performed between June 6th, 2023 and September 1st, 2023. The invoice totals \$226,424.00 and has been rounded as required by SRF.

To date, including this payment, we have paid \$226,424.00 or 8.67% of the contract original contract price of \$2,610,500.

It is requested that the BOW:

approve partial payment request #1 in the amount of \$226,424.00 to DLZ Consulting from the allocated SRF loan for professional services on the Oakland Avenue: Project B Storage Tank Design.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE



October 9, 2023

APPROVED FOR PAYMENT

Mr. Paul Wunderlich
Department of Public Works
City of Elkhart
1201 S. Nappanee St.
Elkhart, IN 46516

DATE: 10/10/2023

DESCRIPTION: Engineering Services

ACCOUNT LINE:

PO NO:

APPROVED BY:

Re: Oakland Avenue – Project B CSO Storage Tank
Progress Report #1
DLZ Account # 2361-5983-90

Dear Mr. Wunderlich,

This letter serves as a progress report for the above referenced project. The information below highlights activities completed during this invoice period (6/06/2023 through 9/1/2023):

10/11 - Investigative Services

- Conducted borings for Limited Environmental Subsurface Investigations.
- Conducted borings for Lusher Street Groundwater Sites.
- Conducted and completed survey for 48-inch Storm Sewer.

20/21 - Regulatory Services

- Started discussion and preparation for Preliminary Engineering Report.
- Started USEPA Liability Settlement Coordination.

30 - Modeling

- Started discussion of Hydraulic Modeling update.
- Started discussion of groundwater needs for Groundwater Modeling.

40 - Design

- Started 30% design including investigating the new path for the 48-inch storm sewer.

50 - Community Outreach

- N/A

61 – Land Acquisition

- Prepared parcel exhibits and legal descriptions for three parcels on Fremont Street.
- Started appraisals for the three parcels.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

September 25, 2023
Oakland Avenue – Project B CSO Storage Tank
Page 2 of 2

If you have any questions or require additional information, please contact our office at your convenience.

Sincerely,

DLZ INDIANA, LLC

Jamie L. Poczekay, P.E.

Project Manager

cc: JCZ, BLG, ACL, File

x:\Projects\GFL\2023\2361\598390 Elkhart Oakland Prj B\00_ProjAdmin\Progress Reports



ARCHITECTURE • ENGINEERING • PLANNING
SURVEYING • CONSTRUCTION SERVICES

Attention: Tory Irwin, P.E
City of Elkhart, IN*
Department of Public Works & Utilities
1201 South Nappanee St
Elkhart, IN 46516
UNITED STATES

Invoice : 000706088
Invoice Date : 10/9/2023
Project : 2361598390
Project Name : City of Elkhart: Oakland LTCP-CSO
Storage Prj B
Bill Term : **

For Professional Services Rendered For 6/6/2023 Through 9/1/2023

publicworks-AP@coei.org
Payment Request #1

10 - Investigative Services (Lump Sum)

	Fee	% Complete	Billings		
			To Date	Previous	Current
1.1 - Geotechnical Investigation	77,000.00	0.00	0.00	0.00	0.00
1.3 - Limited Environmental Subsurface Investigations	60,100.00	80.00	48,080.00	0.00	48,080.00
1.4 - Lusher Street Groundwater Street	47,900.00	80.00	38,320.00	0.00	38,320.00
1.5 - Lafayette Street Sewer Televising	8,800.00	0.00	0.00	0.00	0.00
1.7 - Survey (48-inch Storm Sewer Only)	19,000.00	100.00	19,000.00	0.00	19,000.00

11 - Investigative Services (Allowance)

	Fee	Available	Billings		
			To Date	Previous	Current
1.2 - Subsurface Utility Engineering (Allowance)	60,000.00	60,000.00	0.00	0.00	0.00
1.6 - Initial Odor Control Evaluation (Allowance)	19,000.00	19,000.00	5,608.13	0.00	5,608.13
Rate Labor		5,608.13			

20 - Regulatory Services (Lump Sum)

	Fee	% Complete	Billings		
			To Date	Previous	Current
2.2 - Preliminary Engineering Report	18,000.00	5.00	900.00	0.00	900.00
2.3 - Permitting	16,500.00	0.00	0.00	0.00	0.00

21 - Regulatory Services (Allowance)

	Fee	Available	Billings		
			To Date	Previous	Current
2.1 - USEPA Liability Settlement Coordination (Allowance)	30,300.00	30,300.00	4,842.50	0.00	4,842.50
Rate Labor		4,842.50			
2.4 - Railroad Crossing/Occupancy (Allowance)	15,000.00	15,000.00	0.00	0.00	0.00

30 - Modeling (Allowance)

3.1 - Hydraulic Modeling (Allowance)	15,000.00	15,000.00	993.75	0.00	993.75
Rate Labor	993.75				
3.2 - Groundwater Modeling (Allowance)	40,500.00	40,500.00	3,230.00	0.00	3,230.00
Rate Labor	3,230.00				

<u>Billings</u>					
	<u>Fee</u>	<u>% Complete</u>	<u>To Date</u>	<u>Previous</u>	<u>Current</u>
40 - Design (Lump Sum)					
4.1 - Design Services	1,886,000.00	5.00	94,300.00	0.00	94,300.00
4.2 - Instrumentation and Controls Design Services	121,100.00	0.00	0.00	0.00	0.00
4.3 - Park Improvements/Architecture-Concept Plan Development	20,000.00	0.00	0.00	0.00	0.00
4.4 - Bid Phase Services	55,000.00	0.00	0.00	0.00	0.00

<u>Billings</u>					
	<u>Fee</u>	<u>Available</u>	<u>To Date</u>	<u>Previous</u>	<u>Current</u>
50 - Community Outreach (Allowance)					
5.1 - Community Outreach (Allowance)	25,000.00	25,000.00	0.00	0.00	0.00

<u>Billings</u>					
	<u>Fee</u>	<u>% Complete</u>	<u>To Date</u>	<u>Previous</u>	<u>Current</u>
60 - Land Aquisition (Lump Sum)					
6.1 - CSO Tank Site - Three (3) Parcels	44,600.00	25.00	11,150.00	0.00	11,150.00
6.2 - Lafayette Street Utility Easement	9,200.00	0.00	0.00	0.00	0.00
6.3 - Fremont Street Vacation	4,000.00	0.00	0.00	0.00	0.00
6.4 - Phase 1 Environmental Site Assessments (ESA)	18,500.00	0.00	0.00	0.00	0.00

Current Billings	<u>226,424.38</u>
Amount Due This Bill	<u><u>226,424.38</u></u>

Total Fee :	2,610,500.00
To Date Billings :	<u>226,424.38</u>
Total Remaining :	2,384,075.62

1.6 - Initial Odor Control Evaluation (Allowance)

Rate Labor

<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Civil Engineer II				
Connor S. Hickey	8/31/2023	1.250	157.500	196.88
Department Manager				
Jamie L. Poczekay	8/31/2023	2.500	240.000	600.00
Environmental Engineer I				
Morgan Van Damme	7/3/2023	7.000	122.500	857.50
	7/5/2023	6.000	122.500	735.00
	7/6/2023	3.000	122.500	367.50
	7/7/2023	2.000	122.500	245.00
	7/26/2023	2.000	122.500	245.00
	7/27/2023	4.500	122.500	551.25
	8/1/2023	3.000	122.500	367.50
	8/31/2023	1.000	122.500	122.50
Total Morgan Van Damme		28.500		3,491.25
Total Environmental Engineer I		28.500		3,491.25
Project Manager PT				
Stephanie E. Cerling	7/3/2023	2.000	220.000	440.00
	7/5/2023	0.500	220.000	110.00
	7/27/2023	0.500	220.000	110.00
	8/31/2023	3.000	220.000	660.00
Total Stephanie E. Cerling		6.000		1,320.00
Total Project Manager PT		6.000		1,320.00
Total Rate Labor				5,608.13
Total Bill Task: 1.6 - Initial Odor Control Evaluation (Allowance)				5,608.13

2.1 - USEPA Liability Settlement Coordination (Allowance)

Rate Labor

<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Project Manager I				
Steven J Winters	7/10/2023	1.000	220.000	220.00
	7/12/2023	1.000	220.000	220.00
	7/17/2023	2.000	220.000	440.00
	7/26/2023	1.000	220.000	220.00
	8/7/2023	1.000	220.000	220.00
	8/9/2023	2.000	220.000	440.00
	8/10/2023	1.000	220.000	220.00
Total Steven J Winters		9.000		1,980.00
Total Project Manager I		9.000		1,980.00
Project Manager PT				
Stephanie E. Cerling	7/6/2023	2.500	220.000	550.00
	7/7/2023	1.000	220.000	220.00
	7/10/2023	1.500	220.000	330.00
	7/11/2023	0.500	220.000	110.00
	7/17/2023	1.000	220.000	220.00
	7/18/2023	0.500	220.000	110.00
	7/28/2023	0.500	220.000	110.00
	8/15/2023	0.500	220.000	110.00

2.1 - USEPA Liability Settlement Coordination (Allowance)

Rate Labor

Class / Employee	Date	Hours	Rate	Amount
Project Manager PT				
Total Stephanie E. Cerling		8.000		1,760.00
Total Project Manager PT		8.000		1,760.00
Technician IV				
Joshua N Jay	7/7/2023	4.000	122.500	490.00
	7/10/2023	4.000	122.500	490.00
	7/11/2023	1.000	122.500	122.50
Total Joshua N Jay		9.000		1,102.50
Total Technician IV		9.000		1,102.50
Total Rate Labor				4,842.50

Total Bill Task: 2.1 - USEPA Liability Settlement Coordination (Allowance)

4,842.50

3.1 - Hydraulic Modeling (Allowance)

Rate Labor

Class / Employee	Date	Hours	Rate	Amount
Division Manager				
Anthony J Kenning	8/16/2023	0.750	265.000	198.75
Division Manager PT				
Mark H Nye	8/14/2023	0.500	265.000	132.50
	8/16/2023	1.000	265.000	265.00
	8/25/2023	1.500	265.000	397.50
Total Mark H Nye		3.000		795.00
Total Division Manager PT		3.000		795.00
Total Rate Labor				993.75

Total Bill Task: 3.1 - Hydraulic Modeling (Allowance)

993.75

3.2 - Groundwater Modeling (Allowance)

Rate Labor

Class / Employee	Date	Hours	Rate	Amount
Environmental Geo/Scientist IV PT				
Michael E Tuckey	8/14/2023	4.000	210.000	840.00
	8/17/2023	3.000	210.000	630.00
Total Michael E Tuckey		7.000		1,470.00
Total Environmental Geo/Scientist IV PT		7.000		1,470.00
Project Manager I				
Steven J Winters	8/14/2023	2.000	220.000	440.00
	8/15/2023	2.000	220.000	440.00
	8/17/2023	2.000	220.000	440.00
	9/1/2023	2.000	220.000	440.00
Total Steven J Winters		8.000		1,760.00
Total Project Manager I		8.000		1,760.00
Total Rate Labor				3,230.00

Total Bill Task: 3.2 - Groundwater Modeling (Allowance)

3,230.00

Total Project: 2361598390 - City of Elkhart: Oakland LTCP-CSO Storage Prj B

14,674.38



M E M O R A N D U M

DATE: October 18, 2023
TO: Board of Public Works
FROM: Jason Simnick, Project Manager JS
RE: **Oakland Avenue Forcemain – Phase A – SA7878: Approval of Partial Payment Request #4 to C&E Excavating**

Please see the attached partial pay application #4 from C&E Excavating for construction services provided for the Oakland Avenue Forcemain – Phase A project for work performed during the period thru September 14th, 2023. This partial pay application, in the amount of \$495,785.00, includes a payment for materials stored, recent televising activities on the project, as well as payment for retainage. It will be paid through the two SRF loans for this project. The partial payment this application breaks down as follows:

	Construction Loan	Lead Loan
Payment Due	\$82,286.00	\$0.00
Retainage Held	\$ 4,331.00	\$0.00
Total Amount	\$86,617.00	\$0.00

To date, including this payment and all retainage, we have paid \$992,819.00, or 8.99% of the \$11,048,064.00 current contract price for Division I and \$25,542.00, or 3.12% of the current \$818,195.00 current contract for Division II.

It is requested that the BOW:

approve partial payment request #4 in the amount of \$86,617.00 to C&E Excavating from the allocated SRF loans for construction on the Oakland Avenue Forcemain – Phase A project.



M E M O R A N D U M

DATE: November 1, 2023
TO: Board of Public Works
FROM: Jason Simnick, Project Manager JS
RE: **Oakland Avenue Forcemain – Phase A – SA7878: Approval of Partial Payment Request #5 to C&E Excavating**

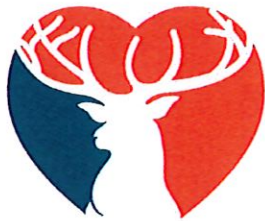
Please see the attached partial pay application #5 from C&E Excavating for construction services provided for the Oakland Avenue Forcemain – Phase A project for work performed during the period thru October 31st, 2023. This partial pay application, in the amount of \$143,963.00, includes a payment for materials stored, recent televising activities on the project, as well as payment for retainage. It will be paid through the two SRF loans for this project. The partial payment this application breaks down as follows:

	Construction Loan	Lead Loan
Payment Due	\$136,765.00	\$0.00
Retainage Held	\$ 7,198.00	\$0.00
Total Amount	\$143,963.00	\$0.00

To date, including this payment and all retainage, we have paid \$1,136,782.00, or 10.29% of the \$11,048,064.00 current contract price for Division I and \$25,542.00, or 3.12% of the current \$818,195.00 current contract for Division II.

It is requested that the BOW:

approve partial payment request #5 in the amount of \$143,963.00 to C&E Excavating from the allocated SRF loans for construction on the Oakland Avenue Forcemain – Phase A project.



City of Elkhart
Public Works and Utilities

Date Oct 25, 2023
Memo To Board of Public Works
Memo From Laura Kolo, Utility Services Manager ✓
Subject Wastewater Utility Monthly Report of Operations
for the month of September, 2023

Wastewater MRO Highlights

Parameter	Monthly Avg	Permit Limit
Suspended Solids mg/L	3	30
cBOD5 mg/L	2	25
Phosphorus mg/L	0.71	1.0
Ammonia mg/L	1.08	4.4 (Dec-Apr) 4.2 (May-Nov)
Avg Daily Flow MGD	12.91	Design - 20
Total Monthly Flow MGD	387	Report

Incident Reports Filed

Date	Location	Volume (gal)	Cause
9/6/23	1203 Fulton	<5	intense rain
9/26/23	WWTP	5000	construction related

Wet Weather Overflows

Number of Events	Total Overflow Volume (MG)
2	7.808



M E M O R A N D U M

DATE: October 20, 2023
TO: Board of Public Works
FROM: Bryan Cress, Regulatory Compliance Manager *BAC*
RE: **Award Recommendation for the Service Line Investigation Project - Bid #23-15**

On October 3rd, 2023, bids were opened for the Service Line Identification Project at the regular Board of Works meeting. Two (2) bids were received at that time and given to the City's Engineering Department for review.

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

Contractor	Bid per Service Line
Premium Concrete Services	\$882.00
H&G Underground Utilities	\$1,100.00

There were no substantial discrepancies with any of the bids. Premium Concrete Services was the lowest responsive and responsible bidder, and they have successfully completed projects in the past for the City of Elkhart.

It is recommended the Board of Public Works:

Contingent upon distribution of funds for the full amount of the project from the Indiana Finance Authority, Award the Service Line Identification Project to Premium Concrete Services, who was the lowest, responsive and responsible bidder, for a total contracted amount of \$400,000.



M E M O R A N D U M

Date October 31, 2023
To Board of Public Works
From Bryan Cress, Regulatory Compliance Manager 
RE Acceptance of Permanent Utility Easement in the Area of La Rue Street


The City of Elkhart purchased Suburban Utilities in 2007. At that time, there was a well house located in a landlocked area off of La Rue Street. Maggie Marnocha, Public Works and Utilities attorney, came before the Board earlier this year and requested permission to combine the three properties that made up the well house property, approve a permanent easement over a portion of the well house property, quit claim the well house property to Beck Industries, LP, (Beck) and release an existing easement on property belonging to Beck. The release of the existing easement and this request to accept a new permanent easement on property belonging to Beck is necessary because we discovered that the water main was not located within the boundaries of the existing easement.

We contacted Beck and negotiated the purchase of the new easement for the same price that Beck is purchasing the well house property, making the exchange of money unnecessary.

I have attached the Permanent Utility Easement. **Please approve and execute the Acceptance of Permanent Utility Easement.**



M E M O R A N D U M

Date October 25, 2023
To Board of Public Works
From Mayor Rod Roberson 
RE Disposal of 1015 E Jackson Blvd

The executive of a municipality may not approve a disposal of property without conducting a public hearing after giving notice under IC 5-3-1. However, in a municipality the executive shall designate a board or commission of the municipality to give notice, conduct the hearing, and notify the executive of its recommendation.

Please accept this memorandum as my designation to the Board of Public Works to give notice, conduct the hearing, and notify me of your recommendation relating to the disposal of City of Elkhart owned property at 1015 E Jackson Blvd, Elkhart, IN 46516 (Clipp's Minor Subdivision Lot 1).

Please plan to have the public hearing during the November 21st Board of Public Works meeting.

Contact Jeff Schaffer, assistant city engineer, with any questions regarding this memorandum.



M E M O R A N D U M

Date October 25, 2023
To Board of Public Works
From Mayor Rod Roberson
RE Disposal of 28864 W County Road 16

The executive of a municipality may not approve a disposal of property without conducting a public hearing after giving notice under IC 5-3-1. However, in a municipality the executive shall designate a board or commission of the municipality to give notice, conduct the hearing, and notify the executive of its recommendation.

Please accept this memorandum as my designation to the Board of Public Works to give notice, conduct the hearing, and notify me of your recommendation relating to the disposal of City of Elkhart Utilities owned property at 28864 W County Road 16, Elkhart, IN 46516 (Second Replat of Lot 5A Frank's Addition).

Please plan to have the public hearing during the November 21st Board of Public Works meeting.

Contact Bryan Cress, regulatory compliance manager, with any questions regarding this memorandum.



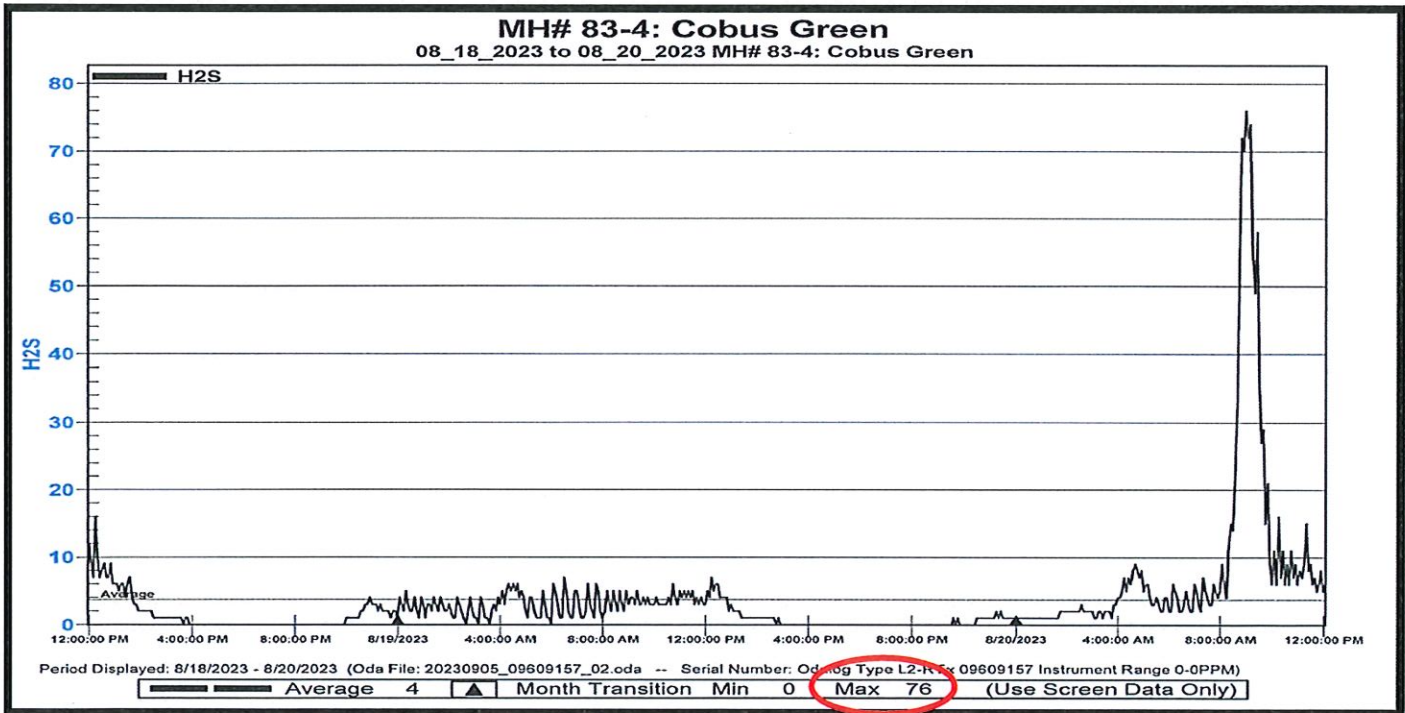
MEMORANDUM

Date October 20, 2023
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager, ⁵⁸
RE Cobus Green

Pretreatment Staff conducted monthly H₂S monitoring for Cobus Green on August 18-20, 2023. The H₂S result of 76 ppm exceeded the maximum limit of 50 ppm set by the Wastewater Use Ordinance.

The City of Elkhart Enforcement Response Plan, Penalty Matrix, Section 9.1.11, recommends a penalty of \$100.

The following graph will provide more details from this monitoring event.



Please find Cobus Green in violation of the Wastewater Use Ordinance and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$100 to Cobus Green is recommended.

This memo has previously been reviewed by legal.



MEMORANDUM

Date October 29, 2023
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager
RE Cobus Green

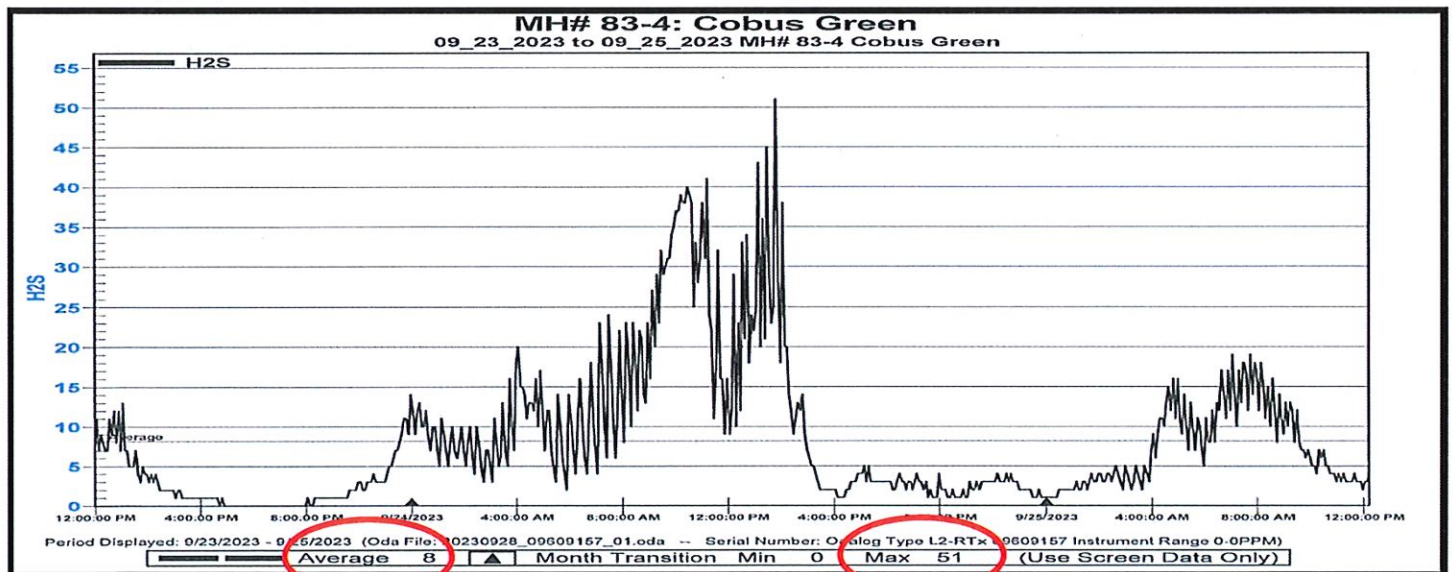
Pretreatment Staff conducted monthly H2S monitoring for Cobus Green On September 25-27, 2023. Cobus Green had a H2S violation of 8 ppm average, and a max of 51 ppm; exceeding both the average limit of 5 ppm and maximum limit of 50 ppm set by the Wastewater Use Ordinance.

The City of Elkhart Enforcement Response Plan, Penalty Matrix, Section 9.1.11, recommends a penalty of \$200 for the second offense of exceeding 5 ppm average limit concentration.

The City of Elkhart Enforcement Response Plan Penalty Matrix, Section 9.1.11, recommends a penalty of \$300 for third offense of exceeding 50 ppm maximum limit concentration.

With a total recommended penalty of \$500.

The following graph will provide more details from this monitoring event.



Please find Cobus Green in violation of the Wastewater Use Ordinance and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$500 to Cobus Green is recommended.

This memo has previously been reviewed by legal.

Please place on agenda
3rd when talking about
Cobus



M O R A N D U M

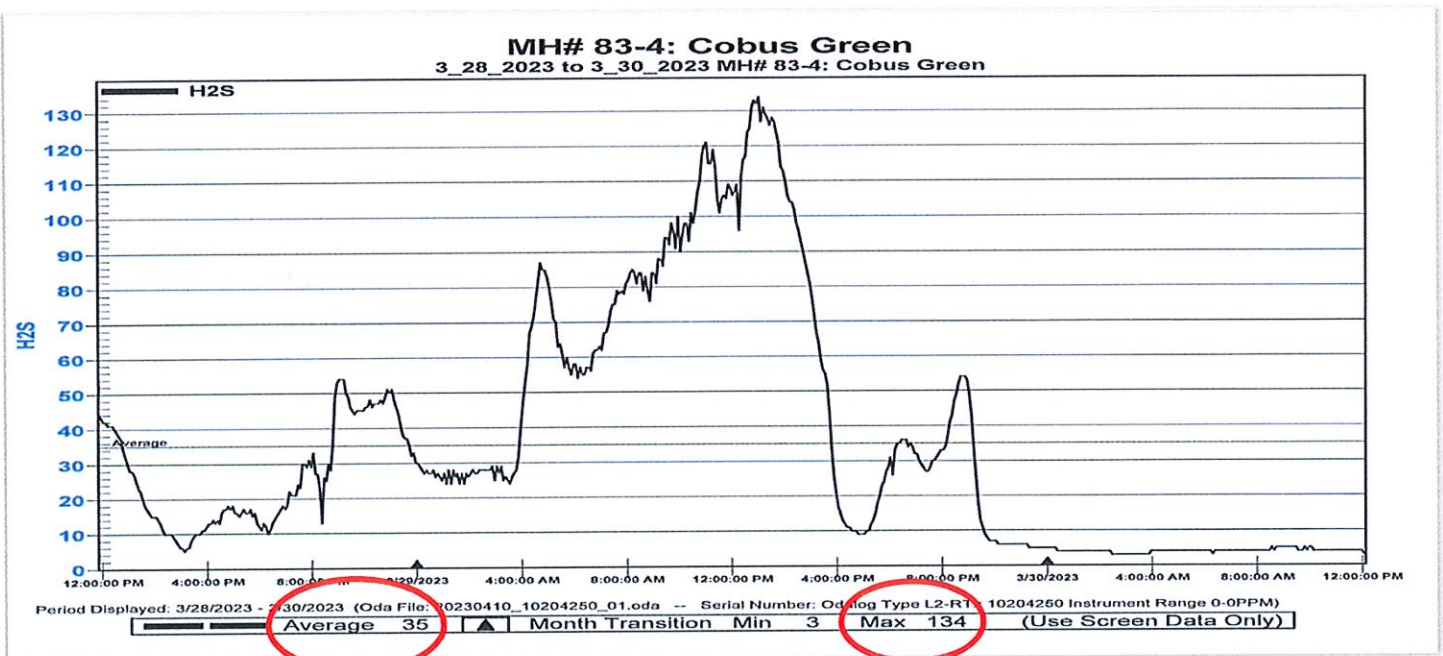
President

per SB

SB

On March 28-30, 2023 Pretreatment Staff conducted monthly H2S monitoring for Cobus Green. 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 H2S 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.

On June 6, 2023 Pretreatment Staff brought forth this violation, and recommended the penalties be waived contingent upon Cobus Green remaining in compliance for the duration of twelve-months to the Board of Public Works. After further review and discussion the Pretreatment Staff noticed duplicate penalties in the original Notice of Alleged Violation. Since these penalties were waived, pending Cobus Green's twelve-month compliance we need to reinstitute the revised penalties from March 28-30, 2023.



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.

Please reinstitute the amended penalties from Cobus Green's in violation and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$700 to Cobus Green is recommended.

This memo has previously been reviewed by legal.



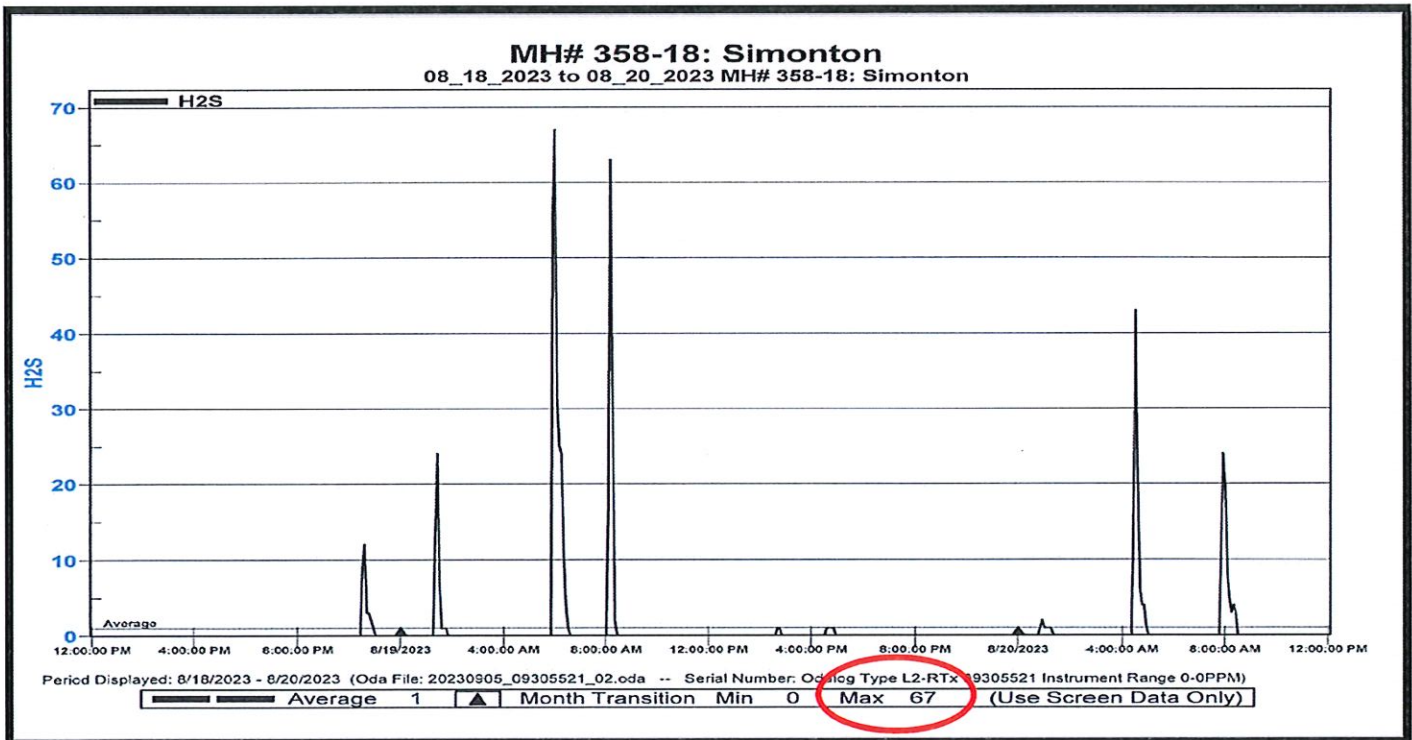
MEMORANDUM

Date October 29, 2023
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager *sb*
RE Simonton Lake

Pretreatment Staff conducted monthly H₂S monitoring for Simonton Lake on August 18-20, 2023. The H₂S results of 67 ppm exceeded the maximum limit 50 ppm set by the Wastewater Use Ordinance.

The City of Elkhart Enforcement Response Plan, Penalty Matrix, Section 9.1.11, Discharging wastewater containing parameters in excess of established limits a recommended penalty of \$100.

The following graph will provide more details from this monitoring event.



Please find Simonton Lake in violation of the Wastewater Use Ordinance and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$100 to Simonton Lake is recommended.

This memo has previously been reviewed by legal.



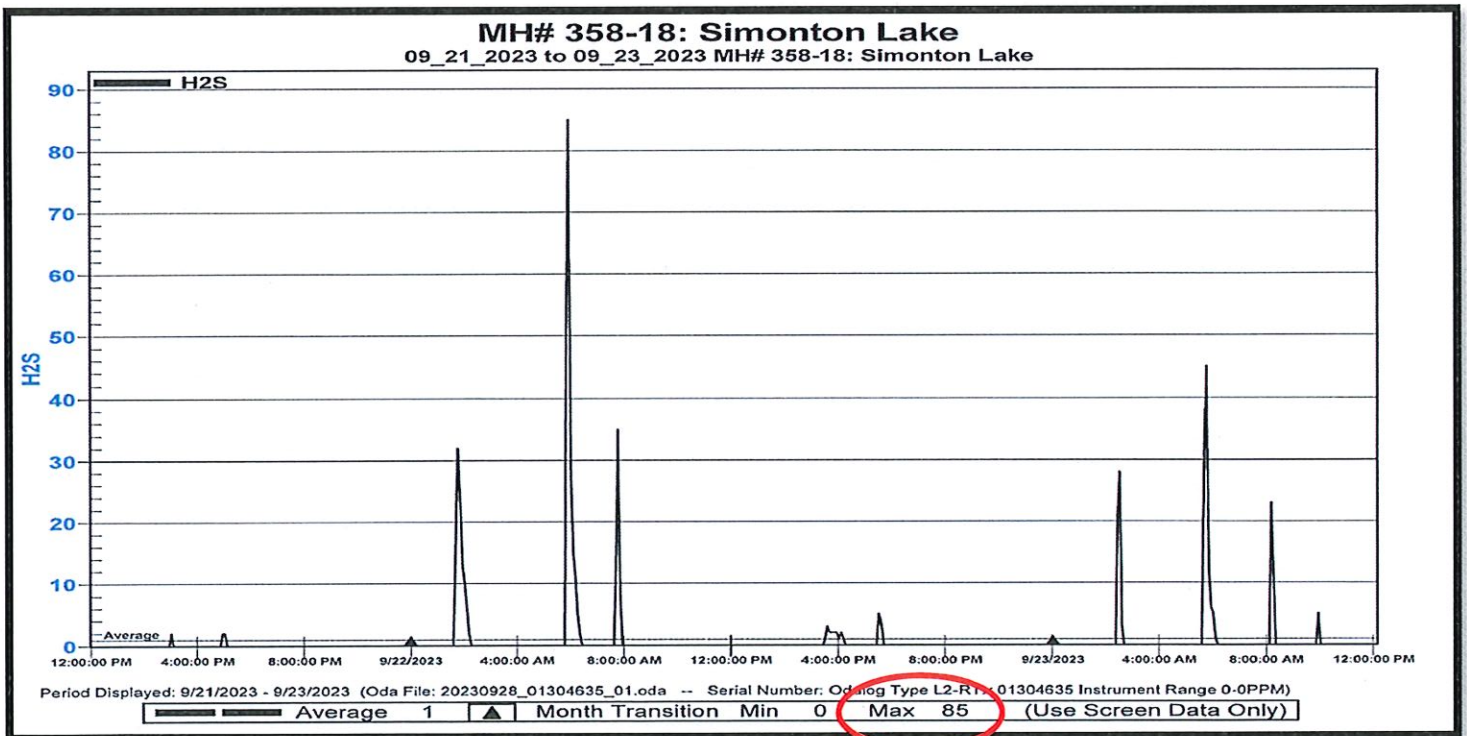
MEMORANDUM

Date October 29, 2023
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager_{5B}
RE Simonton Lake

Pretreatment Staff conducted monthly H₂S monitoring for Simonton Lake on September 21-23, 2023. The H₂S result of 85 ppm exceeded the maximum limit 50 ppm set by the Wastewater Use Ordinance.

The City of Elkhart Enforcement Response Plan, Penalty Matrix, Section 9.1.11, Discharging wastewater containing parameters in excess of established limits a recommended penalty of \$200. This is the second offense this year.

The following graph will provide more details from this monitoring event.



Please find Simonton Lake in violation of the Wastewater Use Ordinance and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$200 to Simonton Lake is recommended.

This memo has previously been reviewed by legal.



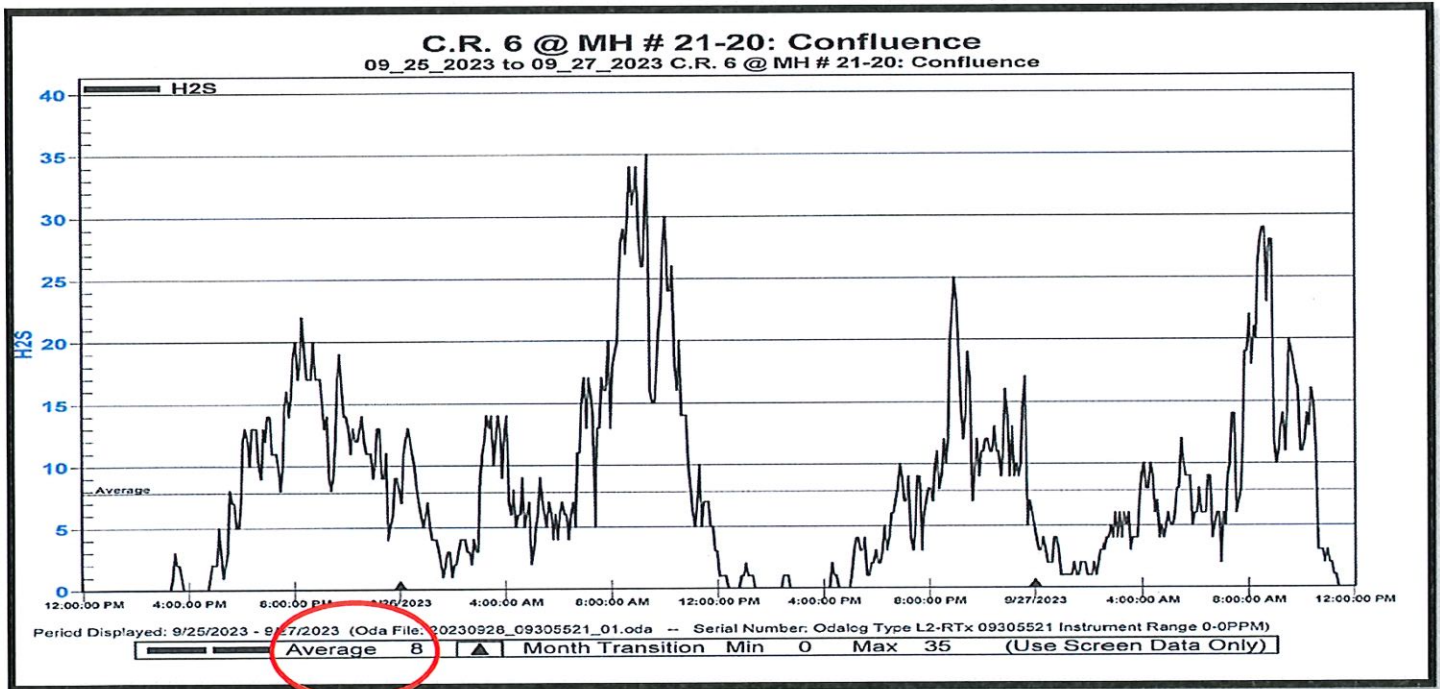
MEMORANDUM

Date October 29, 2023
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager
RE Ontwa Township

On September 25-27, 2023 Pretreatment Staff conducted monthly H2S monitoring for Ontwa Township. The prescribed limits for H2S are outlined in the Wastewater Use Ordinance, with an average concentration limit of 5 ppm, and a max concentration limit of 50 ppm. The H2S result of 8 ppm exceeded the average concentration limit of 5 ppm.

The City of Elkhart Enforcement Response Plan, Penalty Matrix, Section 9.1.11, Discharging wastewater containing parameters in excess of established limits a recommended penalty of \$100.

The following graph will provide more details from this monitoring event.



Please find Ontwa Township in violation of the Wastewater Use Ordinance and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$100 to Ontwa Township is recommended.

This memo has previously been reviewed by legal.



M E M O R A N D U M

Date October 29, 2023
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager
RE Liftco, Inc. – Permit # 2005-01

Pretreatment Staff received Liftco's bi-annual Self-Monitoring Report (SMR) on July 21, 2023. This SMR was from the sample collected on June 5, 2023. Liftco is required to monitor for cadmium, chromium, copper, lead, nickel, silver, zinc, mercury, cyanide, pH and Total Toxic Organics. The sample was not analyzed for silver.

Per the City of Elkhart Enforcement Response Plan, Penalty Matrix, 9.3.2 Failure to conduct required self-monitoring per parameter a recommended penalty of \$50.

Please find Liftco, Inc. in violation of its Industrial Wastewater Discharge Permit and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$50 to Liftco, Inc. - Permit # 2005-01 is recommended.

This memo has previously been reviewed by legal.



M E M O R A N D U M

Date October 29, 2023
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager *SB*
RE Swift Prepared Foods – Permit # 2002-01

Pretreatment Staff collected a Fats, Oils and Grease grab sample at Swift Prepared Foods end of pipe monitoring manhole on September 1, 2023. The analytical result from this sample was 249 mg/L.

The Local Limit for Fats, Oils and Grease is 200 mg/L at the end of pipe monitoring manhole.

Per the City of Elkhart Enforcement Response Plan, Penalty Matrix, 9.1.11 Discharging wastewater containing parameters in excess of established limits.

Please find Swift Prepared Foods in violation of its Industrial Wastewater Discharge Permit and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$100 to Swift Prepared Food - Permit # 2002-01 is recommended.

This memo has previously been reviewed by legal.



M E M O R A N D U M

Date October 29, 2023
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager
RE McDowell Enterprises – Permit # 85-01

McDowell Enterprises submitted its June Self-Monitoring Report (SMR) to Pretreatment Staff on July 25, 2023. In this SMR, there was a daily max exceedance for nickel at the end-of-process (sample port riser pipe). The analytical result for nickel was 7.23 mg/L, for the sample collected on June 16, 2023.

McDowell Enterprises' daily max limit for nickel at the end-of-process (sample port riser pipe) is 3.98 mg/L.

This was McDowell Enterprises second offense for nickel this year. On May 26, 2023, McDowell Enterprises had an exceedance for nickel of 5.3 mg/L, which exceeded the daily max.

Per the Enforcement Response Plan Penalty Matrix, the second offense increases the recommended penalty from \$100 to \$200.

Per the City of Elkhart Enforcement Response Plan, Penalty Matrix, 9.1.1 Discharging wastewater containing metals in excess of established limits per parameter when no damage, recommended penalty \$200.

Please find McDowell Enterprises in violation of its Industrial Wastewater Discharge Permit and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$200 to McDowell Enterprises - Permit # 85-01 is recommended.

This memo has previously been reviewed by legal.



M E M O R A N D U M

Date October 29, 2023
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager *SB*
RE McDowell Enterprises – Permit # 85-01

Pretreatment Staff received McDowell Enterprises monthly self-monitoring report (SMR) for the month of August 2023 on September 26, 2023. In this SMR, there was a chromium monthly average exceedance with the result of 2.02 mg/L. McDowell Enterprises monthly average limit for chromium at the end-of-process (sample port riser pipe) is 1.71 mg/L.

This is McDowell Enterprises second offense for chromium exceedance this year. The previous offense for chromium occurred on March 28, 2023, with a result of 4.26 mg/L, which violated the daily max and monthly average limit.

Per the City of Elkhart Enforcement Response Plan, Penalty Matrix, 9.1.1 Discharging wastewater containing metals in excess of established limits per parameter when no damage, recommended penalty \$200.

Please find McDowell Enterprises in violation of its Industrial Wastewater Discharge Permit and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$200 to McDowell Enterprises - Permit # 85-01 is recommended.

This memo has previously been reviewed by legal.

Rod Roberson
Mayor

Laura Kolo
Environmental Resources

Tory Irwin, P.E.
Engineering Services



Public Works &
Utilities Department

Administration, Engineering
& Laboratory
574.293.2572

Utility Billing
574.264.4273

1201 S. Nappanee St.
Elkhart, Indiana 46516

TO: BOARD OF PUBLIC WORKS
FROM: MAGGIE MARNOCHA
RE: McDOWELL ENTERPRISES
DATE: October 31, 2023

At the July 5, 2022, Board meeting, the pretreatment manager brought forth a number of pretreatment violations against McDowell Enterprises. Those violations had accrued over time but never brought before the Board until the EPA discovered them in their audit. At that time, the manager provided the Board with a spreadsheet of violations with recommended penalties totaling \$15,950; another penalty from April 19-22, 2022, of \$1000; and a penalty from May 18, 2022 of \$1,750. The Board reduced those penalties to \$8,000, \$500 and \$875, respectively, contingent to McDowell not having any additional violations through August 31, 2023.

A review of those penalties and the subsequent violations are the subject of this memo.

First, no reduction should be taken for lack of further violations. McDowell has had numerous violations and continues to have them.

Second, the recommendation for the \$15,950 was not supported by the Enforcement Response Plan and the directives given by the EPA. The correct recommendation should have been \$5,300. I have attached the spreadsheet with the corrected recommended penalties.

To date, none of the penalties have been billed or paid.

Please review the July 5, 2022 penalties assessed against McDowell Enterprises and find that there should be no reduction for lack of violations; and please assess total penalties in the amount of \$5,300, \$1,000 and \$1,750.

Monitoring Point	Sampled by	Parameter	Start Date Sampled	End Date Sampled	Conc Numeric Result	Conc Units	Daily Limit	4 Day Average	4 Day Average Limit	Result Type	Recommended Penalty	Revised Penalty Recommended
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4-Day Average

Process	McDowell	Zinc, Total	12/5/2018	12/5/2018	1.950	mg/L			2.6	DAILY		
Process	McDowell	Zinc, Total	2/26/2019	2/26/2019	0.657	mg/L			2.6	DAILY		
Process	McDowell	Zinc, Total	5/22/2019	5/22/2019	32.200	mg/L			2.6	DAILY		
Process	City	Zinc, Total	6/26/2019	6/26/2019	5.260	mg/L			2.6	DAILY		
		Zinc, Total						10.1675	2.6	Average	\$400.00	\$100.00
Process	McDowell	Nickel, Total	5/22/2019	5/22/2019	2.960	mg/L			2.6	4 DAY		
Process	City	Nickel, Total	6/26/2019	6/26/2019	1.340	mg/L			2.6	DAILY		
Process	McDowell	Nickel, Total	8/21/2019	8/21/2019	6.260	mg/L			2.6	DAILY		
Process	McDowell	Nickel, Total	11/12/2019	11/12/2019	0.879	mg/L			2.6	DAILY		
		Nickel, Total						2.85975	2.6	Average	\$800.00	\$100.00
Process	McDowell	Zinc, Total	8/21/2019	8/21/2019	51.400	mg/L			2.6	DAILY		
Process	McDowell	Zinc, Total	11/12/2023	11/12/2023	1.110	mg/L			2.6	DAILY		
Process	City	Zinc, Total	11/20/2019	11/20/2019	4.160	mg/L			2.6	DAILY		
Process	City	Zinc, Total	3/11/2020	3/11/2020	10.500	mg/L			2.6	DAILY		
		Zinc, Total						16.7925	2.6	Average	\$1,200.00	\$200.00
Process	City	Nickel, Total	11/20/2019	11/20/2019	1.0800	mg/L			2.6	DAILY		
Process	City	Nickel, Total	3/11/2020	3/11/2020	2.3200	mg/L			2.6	DAILY		
Process	McDowell	Nickel, Total	3/31/2020	3/31/2020	2.4200	mg/L			2.6	DAILY		
Process	City	Nickel, Total	10/7/2020	10/7/2020	538.0000	mg/L			2.6	DAILY		
		Nickel, Total						135.955	2.6	4-day	\$1,200.00	\$200.00
Process	City	Chromium, Total	3/11/2020	3/11/2020	0.0160	mg/L			0.4	DAILY		
Process	McDowell	Chromium, Total	3/31/2020	3/31/2020	21.7000	mg/L			0.4	DAILY		
Process	City	Chromium, Total	10/7/2020	10/7/2020	400.0000	mg/L			0.4	DAILY		
Process	McDowell	Chromium, Total	12/22/2020	12/22/2020	0.5120	mg/L			0.4	DAILY		
		Chromium, Total						105.843		Average	\$1,200.00	\$100.00
Process	City	Copper, Total	3/11/2020	3/11/2020	1.5300	mg/L			2.70	DAILY		
Process	McDowell	Copper, Total	3/31/2020	3/31/2020	1.2200	mg/L			2.70	DAILY		
Process	City	Copper, Total	10/7/2020	10/7/2020	149.0000	mg/L			2.70	DAILY		
Process	McDowell	Copper, Total	12/22/2020	12/22/2020	0.6070	mg/L			2.70	DAILY		

Reason for penalty reduction: These are penalties for four-day averages and they were being penalized for each day instead of the average.

Parameters: Total Metals Daily

Process	McDowell	Total Metals	5/22/2019	5/22/2019	35.3900	mg/L	10.2		10.2	DAILY	\$100.00	\$100.00
Process	McDowell	Total Metals	8/21/2019	8/21/2019	58.4950	mg/L	10.2		10.2	DAILY	\$200.00	\$200.00
Process	McDowell	Total Metals	3/31/2020	3/31/2020	27.8700	mg/L	10.2		10.2	DAILY	\$300.00	\$300.00
Process	McDowell	Total Metals	4/22/2021	4/22/2021	32.1800	mg/L	10.2		10.2	DAILY	\$200.00	\$100.00

Reason for penalty reduction: The City's standard application for escalation of penalties has been to escalate for all penalties accruing within one year.

Parameters: Metals Daily

Process	McDowell	Zinc, Total	5/22/2019	5/22/2019	32.2000	mg/L	4.2			DAILY	\$100.00	\$100.00
Process	City	Zinc, Total	6/26/2019	6/26/2019	5.2600	mg/L	4.2			DAILY	\$200.00	\$200.00
Process	McDowell	Nickel, Total	8/21/2019	8/21/2019	6.2600	mg/L	4.1			DAILY	\$300.00	\$100.00
Process	McDowell	Zinc, Total	8/21/2019	8/21/2019	51.4000	mg/L	4.2			DAILY	\$300.00	\$300.00
Process	City	Zinc, Total	3/11/2020	3/11/2020	10.5000	mg/L	4.2			DAILY	\$300.00	\$300.00
Process	McDowell	Chromium, Total	3/31/2020	3/31/2020	21.7000	mg/L	7			DAILY	\$300.00	\$100.00
Process	City	Chromium, Total	10/7/2020	10/7/2020	400.0000	mg/L	7			DAILY	\$300.00	\$200.00
Process	City	Copper, Total	10/7/2020	10/7/2020	149.0000	mg/L	4.5			DAILY	\$300.00	\$100.00
Process	City	Lead, Total	10/7/2020	10/7/2020	2.1400	mg/L	0.6			DAILY	\$300.00	\$100.00
Process	City	Nickel, Total	10/7/2020	10/7/2020	538.0000	mg/L	4.1			DAILY	\$300.00	\$100.00
Process	City	Zinc, Total	10/7/2020	10/7/2020	1950.0000	mg/L	4.2			4 DAY	\$300.00	\$100.00
Process	McDowell	Chromium, Total	4/22/2021	4/22/2021	25.8000	mg/L	7			DAILY	\$300.00	\$200.00

Reason for penalty reduction: Parameters cannot be combined. Each parameter is a separate penalty and subsequent violations for each parameter increases the penalty.

Parameter: pH

Process	City	pH	6/26/2019	6/26/2019	5.0-10.0	pH Units	2.3			DAILY	\$100.00	\$100.00
Process	City	pH	11/20/2019	11/20/2019	5.0-10.0	pH Units	10.2			DAILY	\$100.00	\$150.00
Process	McDowell	pH	12/22/2020	12/22/2020	5.0-10.0	pH Units	10.04			DAILY	\$100.00	\$100.00
Process	McDowell	pH	2/24/2021	2/24/2021	5.0-10.0	pH Units	10.04			4 DAY	\$150.00	\$150.00
Process	McDowell	pH	8/26/2021	8/26/2021	5.0-10.0	mg/L	10.04			4 DAY	\$200.00	\$200.00

Reason for penalty increase: The City's standard application for escalation of penalties has been to escalate for all penalties accruing within one year.

\$15,950.00 \$5,300.00



M E M O R A N D U M

From: Josh Holt, City of Elkhart Fleet Manager

Date: October 30, 2023

To: Elkhart Board of Works

RE: Buildings and Grounds Front End Loader Replacement

I am writing to request approval for the purchase of a Gehl ALT750 Articulated Loader from Plevna Implement Co. through the purchasing cooperative agent, Sourcewell, at a price of \$97,685.00. This purchase is of great importance to our operations, and Plevna Implement Co. has kindly agreed to hold the unit for us until funds become available next year.

The Gehl ALT750 Articulated Loader is a vital addition to our city's fleet, and it will significantly improve our efficiency and effectiveness in various maintenance and construction projects. Sourcewell has negotiated a competitive price for this equipment, and is the best possible price for this piece of equipment.

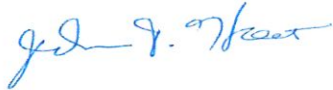
I propose that I, the City Fleet Manager be authorized to sign the contract with Plevna Implement Co., allowing us to secure the unit when funds become available. This will also permit Plevna Implement Co. to place a hold on the

loader for us until the designated timeframe and not allow them to sell it to another entity.

I kindly request your permission to proceed with this plan and would appreciate your support in making it a reality. If you have any questions or concerns, please do not hesitate to reach out to me.
Thank you for your time and consideration.

Regards,

Joshua J. Holt

A handwritten signature in blue ink, appearing to read "Joshua J. Holt". The signature is written in a cursive style with a long horizontal stroke at the end.

Rod Roberson
Mayor



Planning & Development
Community Development
Economic Development
Planning Services
229 S. Second St.
Elkhart, IN 46516
574.294.5471
Fax: 574.295.7501

To: City of Elkhart Board of Public Works
From: Mike Huber
Date: November 1, 2023
Re: Request To Transfer Ownership

As a part of negotiating a development agreement for a proposed Amphitheater Development on the site of the Art and Pat Decio Central Green, the Elkhart Redevelopment Commission is requesting that the City of Elkhart Board of Public Works execute a transfer of title to the RDC. The Elkhart RDC will, at its November 14 meeting, take action to accept the deed and title of the property.

Per its statutory requirements related to property disposition, the Elkhart RDC has created and made publicly available an RFP for lease of the property for the specific purpose of developing and constructing a multi-purpose outdoor amphitheater on the site. Proposals are due to be received by the Redevelopment Commission at the November 14 meeting. Transfer of the property to the RDC will permit the RDC to engage in the negotiation and execution of a development agreement with a potential developer to construct the proposed project. In the event that there is no executed development agreement, the RDC would be in agreement with deeding the property title back to the Elkhart Board of Public Works.

We appreciate your consideration of this resolution, and are available to answer any questions.

RESOLUTION NO. 23-R-24

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF ELKHART, AUTHORIZING THE TRANSFER OF CERTAIN REAL ESTATE TO THE ELKHART DEPARTMENT OF REDEVELOPMENT FOR ECONOMIC DEVELOPMENT PURPOSES

WHEREAS, the City of Elkhart, by and through the Board of Public Works holds title to that certain real estate commonly known as Civic Plaza and Art and Pat Decio Central Green, and particularly described in Exhibit A, attached hereto (the "Real Estate"); and

WHEREAS, the City Administration is currently exploring developmental opportunities for the Real Estate; and

WHEREAS, Indiana law affords the Elkhart Redevelopment Commission certain procedures to facilitate the development of Real Estate which are not available to the Elkhart Board of Public Works; and

WHEREAS, the Administration has requested that the Board of Public Works transfer the Real Estate to the City of Elkhart, Indiana, Department of Redevelopment acting by and through the Redevelopment Commission to explore opportunities to develop the Real Estate as an amphitheater; and

WHEREAS, the Board of Public Works is willing to transfer all rights, title and interest in the Real Estate to the City of Elkhart, Indiana, Department of Redevelopment for development as an outdoor amphitheater, provided the property is returned to the Board of Public Works if the Redevelopment Commission's efforts to develop the Real Estate as an amphitheater do not come to fruition; and

WHEREAS, the Department of Redevelopment is willing to accept all legal right, title and interest in the Real Estate for the purposes stated, and return the Real Estate to the Board of Public Works if the stated purposes are not realized, unless the Redevelopment Commission and the Board of Public Works agree in writing to pursue other developmental purposes for the Real Estate; and

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

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

SECTION 1. The Board of Public Works hereby finds and determines that the transfer of the real estate commonly known as Civic Plaza and Art and Pat Decio Central Green, and particularly described in Exhibit A, attached hereto, to the City of Elkhart, Indiana, Department of Redevelopment for purposes of development as an outdoor amphitheater is in the best interests of the City of Elkhart and its residents; and

SECTION 2. The Board of Public Works intends for the real property to be returned to the Board of Public Works, if the stated purposes are not realized, unless the Redevelopment Commission and the Board of Public Works agree in writing to allow the Commission to pursue other developmental purposes for the Real Estate; and

SECTION 3. The President of the Board of Public Works or any officer of the City, acting for and on behalf of the Board is hereby authorized to execute any instruments or documents, or to take any other actions that may be necessary to effectuate the transfer of the Real Estate as authorized herein; and

SECTION 4. This Resolution shall be in full force and effect from and after its passage by the Board of Public Works, and the passage of a substantially identical resolution by the Redevelopment Commission of the City of Elkhart.

PASSED AND ADOPTED at a public meeting of the Board of Public Works of the City of Elkhart, Indiana on the ____ day of _____, _____.

BOARD OF PUBLIC WORKS
OF THE CITY OF ELKHART, INDIANA

Michael C. Machlan, President

Chad Crabtree, Vice-President

Jamie Arce, Member

Ronnie Davis, Member

Rose Rivera, Member

ATTEST:

Nancy Wilson, Clerk

Exhibit A

DESCRIPTION OF REAL ESTATE

2012011867

RECEIVED
MAY 24 2012
COUNTY CLERK
ELKHART COUNTY, INDIANA

2012 MAY 24 P 2:16

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the CITY OF ELKHART DEPARTMENT OF REDEVELOPMENT, acting by and through its Redevelopment Commission, CONVEYS AND WARRANTS to the CITY OF ELKHART, of County of Elkhart, State of Indiana, whose mailing address is 229 South Second Street, Elkhart, Indiana 46516, for and in consideration of valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Elkhart County, State of Indiana:

Lots Numbered Seventeen (17) through Twenty (20), inclusive, Lots Numbered Twenty-three (23) and Twenty-four (24), part of Lots Numbered Two (2) through Sixteen (16) inclusive, part of Lots Numbered Twenty-one (21), Twenty-two (22), Twenty-five (25) and the vacated alleys contained within said lots, as the said Lots and alleys are known and designated on the recorded Plat of SIMONTON'S ADDITION to the City of Elkhart, Elkhart County, Indiana; said Plat being recorded in Deed Record 48, page 238 in the Office of the Recorder of Elkhart County, Indiana, and being more particularly described as follows:

Beginning at a point on the southerly line of said Lot Sixteen (16), said point being North seventy (70) degrees fifteen (15) minutes East a distance of sixty-four (64) feet from the Southwesterly corner of said Lot Sixteen (16); thence North seventy (70) degrees fifteen (15) minutes East along the Northerly line of Franklin Street a distance of five hundred sixty-two and sixty-three hundredths (562.63) feet to the Westerly line of Waterfall Drive; thence North fifty (50) degrees thirty-five (35) minutes West along the Westerly line of said Waterfall Drive a distance of one hundred ninety-two and thirty-six hundredths (192.36) feet to a point on the Northerly line of said Lot Twenty-one (21), said point being North seventy (70) degrees fifteen (15) minutes East a distance of sixteen and sixty-eight hundredths (16.68) feet from the Northwesterly corner of said Lot Twenty-one (21); thence North twenty-nine (29) degrees twenty-six (26) minutes West along the Westerly line of said Waterfall Drive a distance of sixteen and seventy-three hundredths (16.73) feet to a point on the Southerly line of said Lot Twenty-five (25), said point being North seventy (70) degrees fifteen (15) minutes East a distance of one hundred ninety-four and eighty-eight hundredths (194.88) feet from the Southwesterly corner of said Lot Twenty-five (25); thence North thirty-nine (39) degrees ten (10) minutes West along the Westerly

NO SALES DISCLOSURE REQUIRED
DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
5-24-2012
Auditor
001619
TRANSFER FEE
Parcel No. 20-06-05-41A-059200-012
NO SALES DISCLOSURE REQUIRED

NO SALES DISCLOSURE REQUIRED
DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
5-24-2012
Auditor
001619
TRANSFER FEE
Parcel No. 20-06-05-41A-059200-012
NO SALES DISCLOSURE REQUIRED

17
18

for

HCV

EXHIBIT A

line of said Waterfall Drive a distance of one hundred seventy-eight and twenty-one hundredths (178.21) feet to a point on the Northerly line of said Lot Twenty-five (25), said point being North sixty-nine (69) degrees fifty-three (53) minutes East a distance of one hundred thirty-five and seventy-six hundredths (135.76) feet from the Northwestern corner of said Lot Twenty-five (25); thence South sixty-nine (69) degrees fifty-three (53) minutes West along the Southerly line of High Street a distance of two hundred eighty-four and seventy-six hundredths (284.76) feet to the Northwestern corner of said Lot Twenty-three (23); thence South nineteen (19) degrees forty-eight (48) minutes East along the Westerly line of said Lot Twenty-three (23) a distance of twenty-one (21) feet to a point; thence South sixty-nine (69) degrees fifty-three (53) minutes West along the Northerly line of said Lot Two (2) and said line extended, a distance of one hundred seventeen and five tenths (117.5) feet to a point, said point being North sixty-nine (69) degrees fifty-three (53) minutes East a distance of sixty-four (64) feet from the Northwestern corner of said Lot Two (2); thence South nineteen (19) degrees forty-eight (48) minutes East parallel with the Easterly line of Main Street a distance of three hundred twenty-six and sixteen hundredths (326.16) feet to the place of beginning of this description.

and by reference made a part hereof (the "Real Estate").

It is understood between the parties hereto, and their successors in title, and made a covenant herein which shall run with the land, that all lands hereinbefore described are conveyed in fee simple and not merely for right-of-way purposes, and that no reversionary rights whatsoever are intended to remain in the Grantor. This conveyance is subject to easements, covenants, restrictions and rights of way of record including all items listed in Deed Record 98 038562.

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are duly authorized and fully empowered to execute and deliver this deed; that Grantor has full capacity to convey the real estate described herein; and all necessary action for the making of such conveyance has been taken and done.

Reference Document: Deed Record 98 038562. Parcel Number 20-06-05-412-059.

2008 03372



Progressive Engineering Inc.

LEGAL DESCRIPTION OF PARCEL FROM
CITY OF ELKHART-BOARD OF PUBLIC WORKS
TO CITY OF ELKHART DEPT. OF REDEVELOPMENT

LOT 1 AND THE WEST 64 FEET OF LOTS 2 THROUGH 16, INCLUSIVE, AND THAT PART OF THE VACATED ALLEY BETWEEN SAID PART OF LOTS 8 AND 9, AS SAID LOTS ARE KNOWN AND DESIGNATED ON THE RECORDED PLAT OF SIMONTON'S ADDITION TO THE CITY OF ELKHART, SAID PLAT BEING FOUND IN DEED BOOK 48, PAGES 238-239 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

EXCEPTING THE EAST 16.50 FEET OF SAID LOTS 1 THROUGH 5 THAT WAS TAKEN FOR THE PURPOSES OF AN ALLEY.

MORE ACCURATELY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN THE RECORDED PLAT OF SIMONTON'S ADDITION TO THE CITY OF ELKHART, SAID PLAT BEING RECORDED IN DEED BOOK 48, PAGES 238 AND 239 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA; THENCE EAST ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 165 FEET TO THE WEST LINE OF A VACATED ALLEY; THENCE SOUTH ON SAID WEST LINE, 21 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE WEST ON SAID SOUTH LINE, 101 FEET; THENCE SOUTH, 64 FEET EAST OF, AND PARALLEL WITH, THE WEST LINE OF LOTS 2 THROUGH 16 IN SAID SIMONTON'S ADDITION, 325.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF LOT 16 IN SAID SIMONTON'S ADDITION; THENCE WEST ON THE SOUTH LINE OF SAID LOT 16, A DISTANCE OF 64 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE NORTH ON THE WEST LINES OF SAID LOTS 1 THROUGH 16, A DISTANCE OF 346.5 FEET TO THE POINT OF BEGINNING. CONTAINING 0.558 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.

Bradley J. Kramer



58640 State Road 15 Goshen, IN 46628
Phone: 574-533-0337 Fax: 574-533-9736
www.p.e.i.com

TRANSFER NO. 10293
DEPT OF 15-06-05-42-0094008
KEY NO: 25-06-05-412-007 thru 001
TOWNSHIP E.C. CO.
DATE 1-5-79

VOL 377 PAGE 729

WARRANTY DEED

This indenture witnesseth that **THE ELKHART CONFERENCE, INC.,** an Indiana Corporation
of Elkhart County in the State of Indiana,
Conveys and warrants to **CITY OF ELKHART, INDIANA,** a Municipal Corporation

of Elkhart County in the State of Indiana,
for and in consideration of One (\$1.00) Dollar and other valuable consideration,
the receipt whereof is hereby acknowledged, the following Real Estate in Elkhart County
in the State of Indiana, to wit:

Lot Number One (1), including the entire width of the vacated alley east of and adjacent to said Lot, and the Westerly Sixty-four (64) feet of Lots Number 2 to 8, both inclusive, as said Lots are known and designated on the Recorded Plat of SIMONTON'S ADDITION to the City of Elkhart, Indiana, TOGETHER WITH the North One-half (N 1/2) of the Westerly Sixty-four (64) feet of the vacated East-West alley lying between Lots Number Eight (8) and Nine (9) in said Addition.

This conveyance is executed by the undersigned Officers of the Grantor, for and on behalf of the Grantor, pursuant to authorizing Resolution of its Board of Directors.

The Grantor certifies under oath that no Gross Income Tax is due and payable in respect to the transfer made by this Deed.

This conveyance is made subject to the following restrictive covenants:

1. The land conveyed herein, after improvement by Grantor, shall be used as a public parking lot for passenger vehicles, subject to regulation by the Grantee, and for no other purpose.
2. No buildings or other structures, except for curbs, stairs, sidewalks, and green areas, shall be erected, constructed or permitted to remain.

These restrictions shall remain in full force and effect for a period of twenty (20) years from and after the date of the recording hereof and shall then terminate.

FILED FOR RECORD
JAN 5 2 50 PM '79
Elkhart County Recorder

661845

FORM 1.1
APPROVED BY STATE BOARD OF ACCOUNTS FOR ELKHART COUNTY - 1961

POSTING DATE	REFERENCE	A/L	LAND/LOT	IMPROVEMENTS	GROSS VALUATION	EXEMPTIONS	NET VALUATION	TAX %
3-1-69		L	18480	1736	13510	None	00	
3-1-79	G.R.	L	3110	-	14010		00	None
		L	3110		3110		00	

DATE	TRANSFER NUMBER
8-29-68	250605412027
	027

City of Elkhart Ind.
Lead 288-574

5-19-66-3 137-4641
 20-06-05-412-027-000-012
 SIMONSONS ADD 16FT E END
 Lots 21 + 22
 25-06-05-412-027
TIF
 FIRST NATIONAL BANK

07747
 No. 4646-11441
 E.C. Cox
 8-29-68
 City of Elkhart
 Deputy Mayor

TRUSTEE'S DEED

THIS INDENTURE WITNESSETH: That THE FIRST NATIONAL BANK
 OF ELKHART COUNTY, AS TRUSTEE UNDER TRUST AGREEMENT WITH CLYDE
 PAXSON DATED DECEMBER 6, 1949, of Elkhart County, in the State
 of Indiana, pursuant to the powers granted in said Trust Agree-
 ment, CONVEYS to the CITY OF ELKHART, INDIANA, a municipal
 corporation, of Elkhart County, in the State of Indiana, for and
 in consideration of the sum of One (\$1.00) Dollar and other
 Good and Valuable Consideration, the receipt of which is hereby
 acknowledged, the following described real estate located in
 the County of Elkhart, State of Indiana, to-wit:

The East half of Lot Number Nineteen (19) and all of Lot
 Number Twenty (20), as the said lots are known and desig-
 nated on the recorded plat of Simonton's Addition to the
 Town, now City, of Elkhart.

Also a part of Lots Numbered Twenty-one (21) and Twenty-
 two (22) as the same are designated on the recorded Plat
 of Simonton's Addition to the Town of Elkhart, now City,
 more particularly described as follows:

Beginning at the southwest corner of Lot Number Twenty-
 one (21) in said Addition, and running thence east, par-
 allel with East Franklin Street to the intersection of
 Franklin Street with the right of way of the Elkhart &
 Western Railroad Company; thence northwesterly, along the
 line of the right of way of said Elkhart & Western Rail-
 road Company to the alley between Franklin and High
 Streets; thence west, along the line of said alley to the
 northwest corner of Lot Number Twenty-one (21); thence
 south to the place of beginning.

EXCEPTING therefrom a strip of land sixteen (16) feet
 wide across the northeast corner of Lot Twenty-one (21)
 in Simonton's Addition above mentioned, said strip of
 land being eight (8) feet wide north and south of the
 center of the side track of said Railroad Company as now
 located on said northeast corner of said lot.

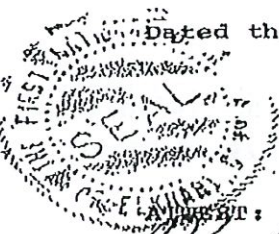
Subject to all taxes and assessments.

Dated this 28th day of June, 1968.

THE FIRST NATIONAL BANK OF ELKHART COUNTY,
 AS TRUSTEE UNDER TRUST AGREEMENT WITH
 CLYDE PAXSON DATED DECEMBER 6, 1949

BY Brantly P. Chappell
 Brantly P. Chappell
 Senior Vice-President

Herbert E. Cox
 Herbert E. Cox
 Asst. Cashier



505353
 FILED FOR RECORD
 AUG 29 11 43 AM '68

George W. Bush
 Elkhart County Recorder

EXHIBIT A

DATE	TRANSFER
05/12/02	250605412020

check 204 page 353

5-19-16-3 137-4647
 20-06-05-412-020,000-012
 SIMINGTONS ADD 30FT E END PT
 LOT 25
 25-06-05-412-020
 CITY OF ELKHART
 TIF
 before 1902

POSTING DATE	REFERENCE	A-L	LAND/LOT	IMPROVEMENTS	GROSS VALUATION	EXEMPTIONS	NET VALUATION	TAX
3-1-12		L	3510		3510	NP 3510	00	
3-1-09		L	3800		3800	Man-000	00	Non Add
3-1-79	G.R.	L	220		220		00	

APPROVED BY STATE BOARD OF ACCOUNTS FOR ELKHART COUNTY - 1961

FORM T-1

4-10115

Deed No. 204

QUIT-CLAIM DEED

266382

THIS INDENTURE WITNESSETH, THAT NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, releases and quit claims to the CITY OF ELKHART, INDIANA, a municipal corporation in consideration of Ten Dollars (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged, all of its right, title and interest in and to the following described real estate in Elkhart County in the State of Indiana, to wit:

A part of Lot No. 25 as said lot is known and designated on the recorded plat of Simonton Addition to the city of Elkhart, Indiana, more particularly described as follows: Beginning at an iron stake on the north line of said lot (also the south line of East High Street) that is 135.76 feet eastwardly of the northwest corner of said lot; thence eastwardly along the north line of said lot, 31.79 feet to an iron stake on the westwardly right of way line of the Elkhart and Western Railroad; thence southeastwardly along said right of way line to an iron stake on the south line of said lot that is 226.67 feet eastwardly of the southwest corner of said lot; thence westwardly along the south line of said lot, 31.79 feet to an iron stake; thence northwestwardly parallel with and 30 feet west of (measured at right angles) said railroad right of way line, 175.25 feet to the place of beginning, subject to the following:

1. Special taxes or assessments for improvements not yet completed.
2. Installments not due at the date hereof for improvements heretofore completed.
3. General property taxes for the year 1956, due and payable in 1957.
4. Building, building line and use or occupancy restrictions, conditions and covenants of record, if any.
5. Zoning and building laws or ordinances.
6. Those parts thereof, if any, taken and used for public streets or highways.

IN WITNESS WHEREOF, Northern Indiana Public Service Company, an Indiana corporation, has caused this instrument to be executed in its corporate name by its Executive Vice President and the corporate seal to be affixed and to be attested by its Secretary this 21st day of December, 1955.

Revenue \$5.50. ATTEST: F. E. Thacker, Secretary By E. D. Anderson, Executive Vice President
(G.S.) F. E. Thacker, Secretary E. D. Anderson, Executive Vice President

STATE OF INDIANA COUNTY OF LAKE SS: BE IT REMEMBERED, that on this 21st day of December, 1955, before me, the undersigned, a notary public in and for the County and State aforesaid, personally appeared E. D. Anderson and F. E. Thacker, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the Executive Vice President and Secretary, respectively, of Northern Indiana Public Service Company, an Indiana corporation, and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed as such Executive Vice President and Secretary, respectively, and as the free and voluntary act and deed of said Northern Indiana Public Service Company, for the uses and purposes set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

My commission expires November 11, 1957.

(L.S.)

Recorded January 13, 1956 at 9:00 A.M.

Fred A. Kolb Notary Public
Fred A. Kolb
Clare F. Garber, Recorder

DEED OF EASEMENT NAME AND ADDRESS 266401 M Serial No. 15405
Mr. Kenneth S. Vescelus et ux DA. Eas. No. 693 Map No. 681
Elkhart, Indiana. Drg. No. P-8
Charge W.O. #551/18

THIS INDENTURE, made this 22nd day of November, 1955 by and between Kenneth S. Vescelus and Alice I. Vescelus his wife, of the County of Elkhart, in the State of Indiana; parties of the first part, and INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Indiana, party of the second part.

WITNESSETH: That for one dollar (\$1.00) in hand paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, and the contemplated plan of furnishing service in the vicinity, said parties of the first part hereby grant, bargain, sell, convey, and warrant, to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees, and tenants to, construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across and also along any highway as now or hereafter laid out abutting the following described lands situated in City of Elkhart, Concord Township, in the County of Elkhart in the State of Indiana, and part of Section No. 17 Township No. 37 North and Range No. 5 East and bounded as described as follows: The East 6 feet of Lot Numbered 10, as shown on the recorded plat of Hawthorne Manor.

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables; adding thereto from time to time, across, through or over the above described premises, to out and, at its option, remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted; also the privilege of removing at any time any or all of said improvements erected, upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantee at 220 W. Colfax, South Bend 2, Indiana within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated and this

RESOLUTION NO. _____

A RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, AUTHORIZING THE ACCEPTANCE OF TRANSFER OF CERTAIN REAL ESTATE FROM THE BOARD OF PUBLIC WORKS FOR ECONOMIC DEVELOPMENT PURPOSES

WHEREAS, the City of Elkhart, Indiana by and through the Board of Public Works holds title to that certain real estate commonly known as Civic Plaza and Art and Pat Decio Central Green, and particularly described in Exhibit A, attached hereto (the "Real Estate"); and

WHEREAS, the City Administration is currently exploring developmental opportunities for the Real Estate; and

WHEREAS, Indiana law affords the Elkhart Redevelopment Commission certain procedures in the process to facilitate the development of Real Estate which are not available to the Elkhart Board of Public Works; and

WHEREAS, the Administration has requested that the Board of Public Works transfer the Real Estate to the Department of Redevelopment acting by and through the Elkhart Redevelopment Commission to explore opportunities to develop the Real Estate as an amphitheater; and

WHEREAS, the Board of Public Works is willing to transfer all rights, title and interest in the Real Estate to the City of Elkhart, Department of Redevelopment for development as an outdoor amphitheater, provided the property is returned to the Board of Public Works if the Redevelopment Commission's efforts to development the Real Estate as an amphitheater do not come to fruition; and

WHEREAS, the Department of Redevelopment is willing to accept all legal right, title and interest in the Real Estate for the purposes stated, and return the Real Estate to the Board of Public Works, if the stated purposes are not realized, unless the Redevelopment Commission and the Board of Public Works agree in writing to pursue other developmental purposes for the Real Estate; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, AS FOLLOWS:

SECTION 1. The Redevelopment Commission hereby finds and determines that the acceptance of transfer of the real estate commonly known as Civic Plaza and Art and Pat Decio Central Green, and particularly described in Exhibit A (Real Estate), attached hereto, by the City of Elkhart, Department of Redevelopment for purposes of development as an outdoor amphitheater is in the best interests of the City of Elkhart, Indiana and its residents; and

SECTION 2. The Redevelopment Commission intends to return the Real Estate to the Board of Public Works, if the stated purposes are not realized, unless the Redevelopment Commission and the Board of Public Works agree in writing to allow the Commission to pursue other developmental purposes for the Real Estate; and

SECTION 3. The President of the Elkhart Redevelopment Commission or any officer of the City of Elkhart, Indiana, acting for and on behalf of the Commission is hereby authorized to execute any instruments or documents, or to take any other actions that may be necessary to effectuate the transfer and acceptance of the Real Estate as authorized herein; and

SECTION 4. This Resolution shall be in full force and effect from and after its passage by the Redevelopment Commission of the City of Elkhart, Indiana and the passage of a substantially identical resolution by the Board of Public Works of the City of Elkhart, Indiana.

PASSED AND ADOPTED at a public meeting of the Redevelopment Commission of the City of Elkhart, Indiana on the ____ day of _____, _____ .

ELKHART REDEVELOPMENT COMMISSION

By: _____
Sandra Schreiber, President

Attest:

By: _____
Alex Holtz, Secretary

Exhibit A

DESCRIPTION OF REAL ESTATE



M E M O R A N D U M

Date November 2, 2023
To Board of Public Works
From Wayne Belock, Human Resources
RE Midwest Casualty WC Excess Insurance

We respectfully ask that the Board approve the attached insurance Premium.

This binder has been reviewed and approved by City Legal.



Excess Workers' Compensation Binder

Insurer: Midwest Employers Casualty Company
Insured: City of Elkhart Political Subdivision, City of Elkhart
Policy Number: EWC008580 Effective Date: 01/01/2024
Quote Number: 0247842 Expiration Date: 01/01/2026

Named States: Indiana
Service Company: ONB Benefit Administration, LLC aka JWF Specialty
P.O. Box 40996
Indianapolis, IN 46240-0996

Includes the following Endorsements: (see attached)

Table with 3 columns: Category (SPECIFIC, EMP LIABILITY, AGGREGATE, RATING BASE, PREMIUM), Description, and Amount/Percentage. Includes rows for Specific Limit, Employers Liability Limit, Aggregate Limit, Policy Estimated Payroll, Total Estimated Policy Premium, etc.

Handwritten signature of Andrew Shaffer

Midwest Employers Casualty

10/19/2023

Date



**Endorsement Schedule
Binder**

Insurer: Midwest Employers Casualty Company

Policy Effective Date: 01/01/2024

Insured: City of Elkhart Political Subdivision, City of Elkhart
Policy #: EWC008580

Policy Expiration Date: 01/01/2026

Policy Includes the following Endorsements:

CMB-6-CLS	Amendment to Schedule Item 6
CMB-11	Amendment to Schedule Item 11
CMB-187	Two Year Policy Short Rate Table
CMB-199	Policyholder Disclosure Notice of Terrorism Insurance
ISI-254-EXC	Aircraft Exclusion
ISI-285	More Than One Premium Adjustment
ISI-IN	Indiana



Elaboration Supplement
Specific Retention by Classification

Insurer: Midwest Employers Casualty Company
Insured: City of Elkhart Political Subdivision, City of Elkhart
Policy Number: EWC008580
Effective Date: 01/01/2024
Expiration Date: 01/01/2026

Schedule Item 6 is amended as follows:

Classification	Specific Retention
7699	\$750,000
7720	\$750,000
7725	\$750,000
All Other	\$500,000



ELKHART BOARD OF WORKS 2023 USE & EVENT PERMIT APPLICATION

229 South 2nd Street
Elkhart, IN 46516
Phone: (574) 294-5471

Date Received: 10/20/23

INSTRUCTIONS: Please carefully read the "Event Procedures & Guidelines" sections before completing this application.
Incomplete applications and/or applications without the required application fee will not be processed.

EVENT NAME: A WALK IN THEIR SHOES DATE(S) REQUESTED: 11-12-23
LOCATION/VENUE REQUESTED: Starting: 801 Benham Ave (Faith Mission)
LOCATION/VENUE 2ND CHOICE REQUESTED: -

OFFICE USE: DATE/VENUE AVAILABLE No Yes

APPLICANT INFORMATION

NAME OF APPLICANT: Compassion Week
NAME OF EVENT ORGANIZER/PRODUCER: Chris Wery
PRODUCTION COMPANY/ORGANIZATION: 1st Light Mission, Saving Grace Advocacy, Guidance Ministries
STREET ADDRESS: 405 W Beardstley Ave APT/UNIT/SUITE: _____
CITY: Elkhart STATE: IN ZIP CODE: 46514
E-MAIL ADDRESS: savinggracehelp@gmail.com
DAYTIME PHONE: 574-293-0482 FAX: _____ CELL PHONE: 574-312-0591
EVENT DAY ON-SITE CONTACT * REQUIRED: Dan Chamberlin DAYTIME PHONE: _____ CELL PHONE: 574-253-8569

EVENT SPONSOR: Are you, the applicant, organizing this event on behalf of another organization?
(Please check No or Yes Below)

No Yes → Name of Organization: _____

NAME OF SPONSORING ORGANIZATION CONTACT: _____ SPONSORING ORG. CONTACT PHONE: _____
ADDRESS OF SPONSORING ORGANIZATION: _____ CITY: _____ ZIP CODE: _____

Additional Documentation Required: If you checked "Yes" above, please submit an endorsement letter from the organization (on their official Letterhead) on whose behalf you are organizing this event.

Is the sponsoring organization a 501(c) (3)?
(Please check No or Yes below.)
 No Yes → Please attach current verification of 501(c) (3) status

Does the sponsoring organization have an ST-105 General Sales Tax Exemption Status?
(Please check No or Yes below.)
 No Yes → Please attach current verification of ST-105 status

FEDERAL TAX ID #
45-4183706

EVENT INFORMATION

ACTUAL EVENT TIMES (NOT INCLUDING SETUP or TAKE DOWN)

Start Time:

1:00 PM

Finish Time:

Additional Information Required: Please attach a schedule if your event includes multiple days and/or varying times.

SET-UP TIME(S)

From:

12:00 PM

To:

1:00 PM

TEAR-DOWN

From:

—

To:

EXPECTED NUMBER OF PARTICIPANTS:

20-25

If the event is reoccurring, please submit the past number of participants below.

2022 NUMBER OF PARTICIPANTS:

2021 NUMBER OF PARTICIPANTS:

PREVIOUS YEAR DATE/LOCATION: Has this event been previously held?

(Please check No or Yes below.)



No



Yes



Event Name: _____

Location: _____

Date: _____

EVENT DESCRIPTION

Please check what type of event this is (Check all that apply) and write a brief description of your event.



Walk/Run



Cultural Event



Other event, please describe: _____



Art Fair/Festival



Public Rally/March



Concert/Performance



Bike Ride



Service

Brief Description of Event:

meet at Faith Mission
and walk to 1st Light Mission

801 Benham, turn east on Hively,
turn South on Sterling ave
til 1st light

Please provide a detailed description of your event. Document(s) with this information or other materials describing this event may be attached.

PROHIBITED ACTIVITIES IN CITY PARKS (By Ordinances)

No Fundraising Allowed

No Bounce Houses Allowed

No Admission Fees Allowed