

CITY OF ELKHART
BOARD OF PUBLIC WORKS MEETING
AGENDA

Common Council Chambers

9:00 A.M., Tuesday, November 21, 2023

<https://coei.webex.com/coei/j.php?MTID=m78493ea4a180747ca2e804cf48c22c11>

Meeting Number (access code): 2329 816 0015 Meeting password: BOW23

Join by phone: 1-415-655-0001

I. Roll Call

II. Approve Agenda

III. Open Bids & Quotes

- Bid #23-18 Painting Northwest Wellfield Pressure Filters
- Quote #23-18 Hively Ave. Overpass Demolition Contract #1
- Quote #23-04 EEC Vault Toilets

IV. Public Hearing

- Disposal of 1015 E. Jackson Blvd
- Disposal of 28864 W. County Road 16

V. Claims & Allowance Docket

VI. Minutes: Regular Meeting November 8, 2023

VII. Engineering

a.) Administration

- Award Bid #23-16 2024 Street Materials
- PSA with Crawford Murphy, and Tilly Inc. for Hively Ave. Overpass Project FRA Grant Application Support
- Change Order #1 & Final Bid #23-07 2023 ADA Curb Ramp Program

b.) PWU Attorney

- Release of Liens
- Board of Works Resolution 23-R-25 Supporting the Proposed Sewer Rates as Submitted to the Common Council Amending Ordinance 5286
- Board of Works Resolution 23-R-26 Supporting the Proposed Water Rates as Submitted to the Common Council Amending Ordinance 5620

c.) Utility

- Partial Payment #61 to Donohue & Associates: Elkhart WWTP Capacity Upgrades Phase 2

d.) Summary

- Water Assessments
- Driveway Permits
- Release of Bonds

VIII. Utilities

a.) Administration

- Board of works Resolution 23-R-27 Appropriating Funds to Water Operations, Chemicals

- Updated Water Utility Monthly Transfer Schedule
 - Water Utility MRO for October 2023
 - Approval of Disposal of 28864 W. County Road 16
- b.) Pretreatment
- Notice of Alleged Violation: Simonton Lake
 - Notice of Alleged Violation: Bimbo Bakeries Permit #2006-03
 - Notice of Alleged Violation: McDowell Enterprises Permit #85-01
 - McDowell Enterprises Permit #85-01 Review & Recommendations
 - Permit Renewal: Lippert Components Plant #83 Permit #92-05
 - Permit Renewal: MOR/Ryde International Inc. Permit #2006-01
 - Cobus Green Consent Order

IX. New Business

- Ratify Signatory Action- BW/Cook Heating and Cooling Services
- Cisco Security Enterprise Agreement
- Disposal of Assets to Brolyn Auction
- Blue Dot Equity, LLC Agreement for Digital Displays
- Settlement Agreement 131 South Shore Drive

X. Use & Event Permits

- Winterfest Parade & Tree Lighting 12/2- Parade & Public Assembly, Special Exception from Noise Ordinance, ESS, EMS, EPD, Temporary Street Closures, Golf Carts, Stage, Plaza Sign
- Ugly Sweater 5K Run/Walk & 1 Mile Walk 12/2- Parade & Public Assembly, Special Exception from Noise Ordinance, ESS, EPD, Temporary Street Closures, Plaza Sign

XI. Award Quotes

- Quote #23-13 EEC Cabin Siding (Tabled)
- Quote #23-14 EEC Cabin Windows (Tabled)
- Quote #23-04 EEC Vault Toilets
- Quote #23-18 Hively Ave. Overpass Demolition Contract #1

XII. Public Participation

XIII. Adjournment



M E M O R A N D U M

Date November 13, 2023
To Board of Public Works *BAC*
From Bryan Cress, Regulatory Compliance Manager
RE Recommendation for Approval of Disposal of 1015 E Jackson Blvd

The City of Elkhart (City) acquired the property at 1015 E Jackson Blvd to allow for the possible future expansion of the road at the intersection of Goshen Ave and E Jackson Blvd. The City subsequently subdivided the property and shall retain ownership of the portion of the property necessary for the possible future expansion. The remainder of the property, which includes a residential building, is not needed by the City. The City will benefit from disposal of the property because it will no longer have to maintain the property, proceeds will be generated by the sale, and the property will return to the tax base.

Public Works respectfully requests that the Board of Public Works recommends to Mayor Roberson that the City dispose of the property at 1015 E Jackson Blvd, Elkhart, IN 46516 (Clipp's Minor Subdivision Lot 1).



M E M O R A N D U M

Date November 13, 2023
To Board of Public Works *BCC*
From Bryan Cress, Regulatory Compliance Manager
RE Recommendation for Approval of Disposal of 28864 W County Road 16

The City of Elkhart Utilities (Utility) acquired the property at 28864 W County Road 16 to gain access to a manhole behind the property. The Utility subsequently subdivided the property and shall retain ownership of the portion of the property necessary for accessing the manhole. The remainder of the property, which includes a residential building, is not needed by the Utility. The Utility will benefit from disposal of the property because it will no longer have to maintain the property and proceeds will be generated by the sale.

Public Works respectfully requests that the Board of Public Works recommends to Mayor Roberson that the Utility dispose of the property at 28864 W County Road 16, Elkhart, IN 46516 (Second Replat of Lot 5A Frank's Addition).

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 15th, 2023 

JAMIE ARCE - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **\$1,929,774.99** AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 28 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 21ST 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
11.21.2023

Individual Claims Over \$25,000 each:

Fund	Vendor	Description	Amount
1101	RIETH-RILEY CONSTRUCTION CO, INC.	asphalt for walker	\$25,272.29
7704	HEALTH RESOURCES	Dental and vision premium November	\$25,447.31
1101	YODER OIL COMPANY INC	GASOLINE	\$36,316.38
1101	ESL-SPECTRUM INC	lights on riverwalk at kardzhali park	\$39,100.00
1101	MOTOROLA SOLUTIONS,INC.	SQUAD CAR RADIOS	\$41,186.72
4402	DELL MARKETING L.P.	G1 LICENSES	\$45,792.00
7704	EVERSIDE HEALTH LLC	Near Site Clinic (Everside)	\$47,541.48
6201	BIO CHEM, INC	POLYMER	\$51,983.00
4445	LACASA OF GOSHEN, INC	LOCAL PUBLIC IMPROVEMENT	\$55,481.95
6204	C & E EXCAVATING	FIELDHOUSE AVE WATER & SEWER EXTENSION	\$65,454.53
7704	BERKLEY LIFE & HEALTH INSURANCE CO.	City of Elkhart insurance	\$83,904.36
4436	BORDEN WASTE-AWAY SERVICE, INC.	TRASH SVCS 11/23	\$191,611.14
Total Claims over \$25,000			709,091.16
Regular Claims under \$25,000:			712,049.76
Total Regular Departmental Claims:			1,421,140.92

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

6201	INDIANA MICHIGAN POWER	1200 S NAPPANEE	\$34,350.73
Total Pre-Approved over \$25,000:			34,350.73
Regular Claims under \$25,000:			85,138.53
Total Pre-Approved Claims:			119,489.26

American Rescue Plan Claims:

Total American Resuce Plan Claims:

UTILITY REFUNDS

1,440.10

Payroll and Pension Payments:

Police Uniform payment	
Fire & Police Pension	387,704.71
Bi-weekly Payroll	
RETRO PAY	-
Total Payroll:	387,704.71

Total All Claims, Internal Payments, and Payroll: \$ 1,929,774.99

(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
Wednesday, November 8, 2023

President Mike Machlan called a regular meeting of the Board of Public Works to order at 9:00 a.m., Wednesday, November 8, 2023. Clerk of the Board Nancy Wilson called the roll. Mike Machlan, Chad Crabtree, Ron Davis, and Rose Rivera attended in person. Jamie Arce was absent. Mike noted the time was after 9:00 a.m. and no more bids or quotes would be accepted.

1. Approve Agenda

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the agenda approved as presented.

2. Open Bids & Quotes

Bid #23-16 2024 Street Materials

Proof of publication was presented which appeared in The Elkhart Truth on October 21 and October 28, 2023. The following bids were received:

Ennis Flint submitted a signed and certified bid summary form with items 17-18 checked.

Ozinga Ready Mix submitted a signed and certified bid summary form with items 1-9 and 15-16 checked.

Elkhart County Gravel submitted a signed and certified bid summary form with items 1-9 checked.

Rieth-Riley submitted a signed and certified bid summary form with items 1-9 and 10-14 checked.

Niblock Excavating submitted a signed and certified bid summary form with items 10-14 checked.

On motion by Chad Crabtree, seconded by Rose Rivera and carried 4-0, the Board referred the bids to staff to review and make a recommendation at a future meeting.

Quote #23-13 EEC Cabin Siding

One quote was received from Helman Custom Carpentry for \$115,500.00. On motion by Chad Crabtree seconded by Rose Rivera and carried 4-0, the Board referred the bids to staff to review and make a recommendation at the end of the meeting.

Open Quote #23-14 EEC Cabin Windows

One quote was received from Helman Custom Carpentry for \$17,200.00. On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board referred the bids to staff to review and make a recommendation at the end of the meeting.

3. Claims & Allowance Docket

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board approved the claims and allowance docket totaling \$5,365,140.53, consisting of 31 pages as prepared on November 1, 2023 at 4:19 p.m.

4. Minutes Regular Meeting October 17, 2023

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board approved the minutes from October 17, 2023.

5. Engineering

(A.) Administration

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Request Quote #23-18 Hively Ave. Overpass Demolition Contract #1

On motion by Chad Crabtree, seconded by Rose Rivera and carried 4-0, the Board approved the request to quote #23-18 Hively Ave. Overpass Demolition Contract #1.

Request Bid #23-22 Hively Ave. Overpass Demolition Contract #2

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board approved plans and specifications and granted permission to advertise Bid #23-22 Hively Ave. Overpass Demolition Contract #2.

Request Bid #23-19 Jackson Blvd. and Johnson Street Signal Modernization and Water Line Extension

On motion by Chad Crabtree, seconded by Rose Rivera and carried 4-0, the Board approved plans and specifications and granted permission to advertise Bid #23-19 Jackson Blvd. and Johnson Street Signal Modernization and Water Line Extension project.

PSA with Weaver Consultants Group- Prairie Bridge Underpass Geotechnical and Ecological Services

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board approved a PSA with Weaver Consultants Group for the Prairie Bridge Underpass Geotechnical and Ecological Services project in the amount of \$11,535.00, with a completion date of 12-29-23, and authorized the Board President to sign the agreement.

Request Bid #23-20 Benham Ave. Multi-Use Path

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board approved plans and specifications and granted permission to advertise Bid #23-20 Benham Ave. Multi-Use Path project.

Request Bid #23-21 2024 On-Call Street and Drainage Construction

On motion by Chad Crabtree, seconded by Rose Rivera and carried 4-0, the Board approved plans and specifications and granted permission to advertise Bid #23-21, 2024 On-Call Street and Drainage Construction.

MACOG Traffic Data Memorandum of Understanding

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board authorized the City Engineer to execute the 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)

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board accepted the Permanent Easement for the Benham Ave. / Mishawaka Road Multi-Use Path Project from Brauvin LLC.

(B.) PWU Attorney

Laredo Agreement- Use of Online Access to Real Estate Records

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board approved an Agreement with Laredo for online access to real estate records.

(C.) Utility

Request Bid #23-17 2024 Utility Materials

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board approved plans and specifications and granted permission to advertise Bid

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#23-17 2024 Utility Materials.

Partial Payment #1 to DLZ Indiana, LLC for Oakland Ave. Project B Storage Tank Design

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board approved partial payment request #1 in the amount of \$226,424.00 to DLZ Indiana LLC from the allocated SRF loan for professional services on the Oakland Avenue: Project B Storage Tank Design.

Partial Payment #4 to C&E Excavating for Oakland Ave. Forcemain Phase A

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board approved partial payment #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.

Partial Payment #5 to C&E Excavating for Oakland Ave. Forcemain Phase A

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board approved partial payment #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.

6. Utilities

(A.) Administration

Wastewater MRO for September 2023

On motion by Chad Crabtree, seconded by Rose Rivera and carried 4-0, the Board accepted and placed on file the Wastewater MRO for September 2023.

Award Bid #23-15 Service Line Investigation Project

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, contingent upon distribution of funds for the full amount of the project from the Indiana Finance Authority, the Board awarded the Service Line Identification project to Premium Concrete Services, who was the lowest, responsive and responsible bidder, for a total contracted amount of \$400,000.00.

Acceptance of Permanent Utility Easement in the Area of La Rue Street

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board approved and executed the Acceptance of Permanent Utility Easement in the area of La Rue Street.

Disposal of 1015 E. Jackson Blvd.

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board accepted the Mayor's memo and scheduled a Public Hearing to hear the matter of the disposal of 1015 E. Jackson Blvd. The hearing will take place on November 21, 2023 at 9:00 a.m.

Disposal of 28864 W County Road 16

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board accepted the Mayor's memo and scheduled a Public Hearing to hear the matter of the disposal of 28864 W County Road 16. The hearing will take place on November 21, 2023 at 9:00 a.m.

(B.) Pretreatment

Notice of Alleged Violation: Cobus Green

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board found Cobus Green in violation of the Wastewater Use Ordinance and

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assigned a penalty of \$100.00 per the Elkhart Enforcement Response Plan. Steve Brown explained the violation to the Board. Dan Fox from Astbury Water Tech spoke on behalf of Cobus Green. He said they are working diligently to get that down. They do monitor it on their own. The force main that they are treating is an eight-inch force main three miles long. The calculation, it holds 30,000 gallons of water in it, and their flow is only about 35-40,000/day, so the detention time is exceedingly long. We are treating it; we monitor the PH at the discharge end. We work with these guys, and they are great to work with. In 2014 when all of this came about, which was before they were doing anything, we had to go down and rehab, and we did rehab and re-line the next two structures downstream and Cobus paid for all of that up front. We also rehabbed the discharge structure. We have some ideas what we want to do when we talk to Steve. That's where we are at this point. Mike appreciated his comments. Mike called for the vote on the violation assessing the \$100.00 penalty.

Notice of Alleged Violation: Cobus Green

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board found Cobus Green in violation of the Wastewater Use Ordinance and assigned a penalty of \$500.00 per the Elkhart Enforcement Response Plan.

Notice of Alleged Violation: Cobus Green

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board found Cobus Green in violation of the Wastewater Use Ordinance and assigned a penalty of \$700.00 per the Elkhart Enforcement Response Plan.

Notice of Alleged Violation: Simonton Lake

A motion was made by Chad Crabtree and seconded by Ron Davis to find Simonton Lake in violation of the Wastewater Use Ordinance and assess a penalty of \$100.00. Steve Brown explained the violation to the Board. Steve Grubb came forward to speak to the Board. They had an issue with a contractor back in June. When the County issued their permit, they missed their Utility Easement and they drilled into the force main. It was repaired, but there may have been some debris down line, and they were not pumping at that time at a high enough rate to really get a good scour on that line. Since then, the car lot that is building a parking lot over our force main, granted us a new easement on their new property line. We replaced the force main and had the line jetted. They changed their operations at the lift station. Now they are back to their maximum of 200 gallons/minute, which they said should give us a little better scour. Also, by relocating the force main, they actually took out 3 90's, so now it is a straighter shot. They had the line cleaned, and the lift station was cleaned. They are still running their chemical feed. They increased cleaning the force main from twice/year to four times/year. They are hoping by taking out those three bends and increasing the cleaning they will eliminate the issues they were having. Mike asked him if he said the wet well was at one part, and we are at 60 parts, that's because it is building up in the discharge. Steve said they are hoping since they shortened the discharge and straightened it out, and increased the flow back to 200 gallons/minute max, it will improve the situation. Mike called for the vote and the motion carried 4-0.

Notice of Alleged Violation: Simonton Lake

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board found Simonton Lake in violation of the Wastewater Use Ordinance and

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assigned a penalty of \$200.00 per the Elkhart Enforcement Response Plan.

Notice of Alleged Violation: ONTWA Township

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board found ONTWA Township in violation of the Wastewater Use Ordinance and assigned a penalty of \$100.00 per the Elkhart Enforcement Response Plan. Steve Brown explained the violation to the Board. Brigid Forlenza, Wastewater Administrator for ONTWA Township came forward to speak. She said this was an issue with their chemical feed pump. They replaced it and it is all working. They have extra feed pumps on hand because they have 22 locations. It has been two years since they have been in front of this Board.

Notice of Alleged Violation: Liftco Inc. Permit # 2005-01

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board found Liftco Inc. Permit #2005-01 in violation of the Wastewater Use Ordinance and assigned a penalty of \$50.00 per the Elkhart Enforcement Response Plan. Steve Brown explained the violation, and said unfortunately, it triggered Significant Non- Compliance. They missed a parameter during self-monitoring. Patrick Disher of Liftco came forward to speak. He said they had a chain of custody changes from their consulting firm from one lab to another, and effectively they missed the silver test. In the past, what they have done is just review all of the lab work. Now, the consulting firm has created a template so we can cross-reference the permit to actual lab testing. Steve added they are great corporate citizens.

Notice of Alleged Violation Swift Prepared Foods Permit #2002-01

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board found Swift Prepared Foods Permit #2002-01 in violation of the Industrial Wastewater Discharge Permit and assigned a penalty of \$100.00 per the Elkhart Enforcement Response Plan. Steve Brown explained the violation to the Board. They have had trouble on South Main Street with overflow into the street which causes us to violate our permit. It is tricky because Swift, Taco Bell, Arby's, King Gyro, and McDonalds all come to the same location. They investigated, and Taco Bell, Arby's and McDonalds all have grease control devices in compliance. They started monitoring Swift at their compliance point weekly, and found the exceedance in front of the Board today. Benjamin Nuss from Swift came forward to speak. He said they understand they have an ongoing issue with the main. Along with increased pump outs from their pits, and their own monitoring, they do realize they were above the exceedance a small amount. They were doing weekly pulls. He said they would have liked to have the chance to do a secondary pull within 24-hours to verify the results considering it was a one off. He said they are not trying to get around the system; they are trying to make sure they follow it. He did follow up with a notification of a sample, and somehow that was lost in shipping on its way to the environmental services company. So, they did not receive it. They have been monitoring the pits visually and they have been in good shape. He made a request. Where the sample is taken from the compliance point is the last grease catch. Continuing downstream from that is another pit that contains their pumps, and it is their lift station. It lifts their sewer up to the City main. That also sometimes has some grease in it and acts as a grease catch, although it is not designed to, it is a pit before the grease floats. They clean it out every four weeks along with the pumping procedure. He said if the

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sample was taken at the actual outfall it would have been ok. He said the plant is a little older and it is unique in the way it flows out to the City. He said he would like a second chance and they believe they are being good corporate citizens. Steve responded that he appreciates Mr. Nuss. He is great to work with. Addressing the comment about 24 hours he would have liked to have been notified, the process is different. The City collects the sample, and then it goes out to be analyzed. It takes about two weeks for us to get the results back. We don't know we have a violation when we collect the sample. On motion by Chad Crabtree, seconded by Ron Davis and carried, the penalty was reduced by half to \$50.00. The amended motion carried 4-0.

McDowell Enterprises Permit #85-01

A motion was made by Chad Crabtree and seconded by Ron Davis to find McDowell Enterprises in violation of its Wastewater Discharge Permit and assign penalties per the City of Elkhart Enforcement Response Plan, a total penalty of \$200.00 to McDowell Enterprises Permit #85-01. Steve Brown explained the daily max exceedance for Nickel in June 2023. No one came forward from McDowell. Mike called for the vote and the motion carried 4-0.

McDowell Enterprises Permit #85-01

A motion was made by Chad Crabtree and seconded by Ron Davis to find McDowell Enterprises in violation of its Wastewater Discharge Permit and assign penalties per the City of Elkhart Enforcement Response Plan, a total penalty of \$200.00 to McDowell Enterprises Permit #85-01. Steve Brown explained the monthly average exceedance for Chrome in August 2023. This is the second offense for Chrome in 2023. No one came forward from McDowell to speak. Mike called for the vote and the motion carried.

McDowell Enterprises Permit #85-01

Mike was concerned about the number of violations. He suggested that they need a Consent Order. Steve Brown said they will be working with McDowell to come up with a consent order with compliance schedule. A motion was made by Chad Crabtree and seconded by Ron Davis, to approve the Notice of Violations and assess total penalties of \$5,300.00, \$1,000.00, and \$1,750.00, and create a Consent Order that will be presented to the Board no later than December 31, 2023. Laura Kolo explained to the Board that a Consent Order is a mutual agreement, and she was sure that Steve will work with McDowell Enterprises to make that happen, but it is a joint agreement. Maggie Marnocha explained further that is why it is called consent. If we can't come to an agreement on a plan of action, then we can come back to the Board and explain and ask the Board to take additional steps which are available. On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the motion was amended to say that the Board is directing Steve Brown to make every effort to reach a consent order by the end of the year, and if not, the Board will look at other actions at that time. Maggie Marnocha explained that at the July 5, 2022 Board meeting, the Pretreatment Manager brought a massive list of violations for McDowell Enterprises. Those had been discovered by an EPA audit, and the Pretreatment Manager had not been violating McDowell. We are duty-bound under our permit that we have to do that. Those were all brought to the Board. So the Board is aware, Steve Brown, Laura Kolo, and I have been reviewing everything in the pretreatment program, and

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we have worked with the EPA extensively on confirming how violations should be evaluated. We discovered that the July 5, 2022 list of violations was calculated incorrectly. As far as the recommendation goes, the Board can violate up to \$2,500.00 for every single violation. Typically, the Board follows the recommendation of the Enforcement Response Plan. I went through the list and re-calculated the penalties. I believe you all have the spreadsheet. After every section, it explains why I changed the penalties. Laura, Steve, and I went over these and confirmed them. On the last page, one of them went up for PH because there had not been an escalation considered when there were multiples in a year. What was originally \$15,950.00 should have come to the Board recommending \$5,300.00. The Board can certainly decide how you want to go with that, but part two of that is that when the Board looked at those penalties on July 5, you reduced the penalties by half. There were two other penalties, one for \$1,000.00 and one for \$1,750.00, and the Board reduced those by half. It was contingent on McDowell not having any other violations through August 31, 2023. McDowell Enterprises failed and the Board has approved multiple violations that have occurred prior to August 31, 2023. Maggie asked the Board to re-evaluate the penalties and not consider a reduction in penalties because McDowell Enterprises failed to fulfill their part. Rose asked if the Board should consider that no payments have been received, and Maggie responded that nothing was billed. The former Pretreatment Manager typically gave the bills to the billing office, and it never appeared on the bill. Mike suggested reducing the original penalty to \$5,300.00, and sending out the bill for the \$1,750.00 and the \$1,000.00. These are not new penalties. Maggie wanted to clarify something for the record. We have met more than once with Carol Loshbough, and she does not believe that a monthly average can be violated on just one sample. In discussions with the EPA, they have assured us that it can be based on just one sample. Some of the parameters have a daily maximum, and a monthly average maximum, and the monthly average maximum is lower. The EPA put out an Industrial User Inspection and Sampling Manual for all POTW's (Publicly Owned Treatment Works). This answers and explains a lot of questions, and explains how we proceed with sampling and violations. Section 3.9.3 says compliance with monthly average limitations. There has been some confusion on the part of some POTW's as to how many samples are required to demonstrate a violation of a monthly average. At a minimum, the POTW needs only one valid sample from the month to assess compliance with the monthly average. Carol Loshbough came forward to speak for McDowell Enterprises. Carol said she asked a lot of questions on the reporting, and on most things, I have received answers very quickly. On the last one about the monthly average, an Attorney from Chicago, formerly with the EPA, told me that was an incorrect definition. I asked for a CFR site, and I still have not received a CFR site on that, but it really does not affect the numbers or the dollar amounts in here. We definitely had problems; I think you all know that. We went from being an electroplater, 20 years later to being categorized as a surface finisher by someone who came in to evaluate the City which caused us a lot of problems. One part/million is difficult to maintain, and that is where we are, one or two parts per million, but we are working on it and I can say that finally. If my employees continue to do the things they are supposed to do on a daily basis I think we will be able to maintain the numbers now because we figured out some key

BOARD OF PUBLIC WORKS
Wednesday, November 8, 2023

lighting agents that we had in our system that were causing these problems and we eliminated those chemicals. Carol said she is glad that they re-looked at all of the numbers because it was a significant change as I'm sure you are all aware. I never received a bill for it, that's why we never paid anything. I did want to clear that up. Mike confirmed that was stated. As we were talking, they told me to wait until we got to this point. She said she understands the \$5,300.00 fee. It's painful but we made the mistakes. She said it is difficult to find people to do the easiest job she has in her plant, which is put a PH meter into a bucket of water and check it. They seem to be able to plate, but they don't seem to be able to read a PH meter that has a dial. That has been our biggest problem and we continue to work on it. I missed out on the Consent Decree so I guess I'll have to find out about that later. She apologized. She thought the Board would be more wordy this morning, so she came late. Carol asked the Board to hold off on the \$1,000.00 and \$1,750.00 penalty, because the other one was calculated incorrectly, and if they have not looked at the other two, she asked them to look at them to see if they were calculated correctly. The difference in the Enforcement Response Plan was huge. Mike asked for a motion to defer the \$1,000.00 and \$1,750.00 penalties until the next Board meeting for further review. On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the motion was amended by deferring the \$1,000.00 and \$1,750.00 penalties until the next Board meeting for further review. Mike called for the vote on the amended motion to reinstate the penalty of \$5,300.00 to McDowell Enterprises. The motion carried 4-0.

7. New Business

Request to Purchase Articulated Loader through Sourcewell

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board approved 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, and authorized the City Fleet Manager to sign the contract.

Board of Works Resolution 23-R-24 Authorizing the Transfer of Ownership of the Civic Plaza and Art & Pat Decio Central Green to Elkhart Department of Redevelopment

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board approved Board of Works Resolution 23-R-24, a Resolution of the Board of Works of the City of Elkhart Authorizing the transfer of certain real estate to the Elkhart Department of Redevelopment for Economic Development Purposes.

Award Quote #23-13 EEC Cabin Siding & #23-14 EEC Cabin Windows

Jeff Zavatsky asked the Board to table both awards. On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board tabled the awards for Quote #23-13 EEC Cabin Siding & #23-14 EEC Cabin Windows.

Midwest Casualty WC Excess Insurance

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the Board approved an Agreement with Midwest Employers Casualty Company for Excess Workers Compensation Insurance.

8. Use & Event Permits

On motion by Chad Crabtree, seconded by Ron Davis and carried 4-0, the following permit was approved:

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

BOARD OF PUBLIC WORKS
Wednesday, November 8, 2023

9. Public Participation

Tory Irwin, Director of Public Works came forward to give the Board an update on the record. Engineering has a number of items to the Board regarding the Amphitheater project, whether it was approving plans and specs to get the demolition completed or transferring of the land. The items we have brought to are so that when the Council takes action, the Engineering team and the City staff are not the ones that delay or have delays on the project. It is all in preparation for the Council to take action. Should they approve the project, at which point all of the other dominoes will fall in quick succession. Should the Council decide not to proceed with the project, none of the things we have brought to you or have done on the previous agenda will move forward. Items like the demolition contract was a path, and we are looking at multiple paths. Upon further review and negotiations, we are going down a different path. The City will not be demoing the facility. It will be demoed in another manner that will not be a contract with the City. I just wanted to give the Board an update. I know a lot of people read the minutes. A lot of people have questions. Things are happening, but it is in preparation for the Council to take action. Mike Machlan said, good job getting ahead and planning ahead!

10. Adjournment

On motion by Chad Crabtree, seconded by Rose Rivera and carried 4-0, the Board of Works adjourned at 10:24 a.m.

Mike Machlan, President

Attest: _____ Nancy Wilson, Clerk of the Board



MEMORANDUM

DATE: November 21, 2023
TO: Board of Public Works
FROM: Jeffrey Schaffer, Engineering *JDS*
RE: Award Bid #23-16 for 2024 Street Materials

On November 8, 2023, five bids were opened for the 2024 Street Materials. The Engineering Staff has reviewed the bids and is recommending awarding thirteen bid lines to four suppliers as listed on the attached spreadsheet and summarized below:

Item 1	Sand	Elkhart County Gravel, Inc.
Item 2	Stone Dust	<i>No Bids</i>
Item 3	Aggregate/Gravel	Elkhart County Gravel, Inc.
Item 4	Limestone	Elkhart County Gravel, Inc.
Item 5	Slag	<i>No Bids</i>
Item 6	Crushed Concrete	Elkhart County Gravel / Reith-Riley
Item 7	Pea Gravel	Elkhart County Gravel, Inc.
Item 8	B Borrow	Elkhart County Gravel, Inc.
Item 9	Top Soil	Elkhart County Gravel, Inc.
Item 10	Bituminous Coated Stone	<i>No Bids</i>
Item 11	HMA Surface	Reith-Riley Construction Co.
Item 12	HMA Base and Binder	Reith-Riley Construction Co.
Item 13	Cold Patch Asphalt	Reith-Riley Construction Co.
Item 14	Ready Mix Concrete	Ozinga Ready Mix
Item 15	Flowable Fill	Ozinga Ready Mix
Item 16	Jet Dry Traffic Paint	Ennis-Flint
Item 17	Glass Beads	<i>No Bids</i>
Item 18	Natural Deicing Liquid	<i>No Bids</i>

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


Award Bid #23-16 for 2024 Street Materials to four suppliers for thirteen bid lines as listed in the board memorandum and documents provided by the Engineering Staff.



MEMORANDUM

DATE: November 21, 2023

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering 

RE: **PSA with Crawford, Murphy, and Tilly, Inc., for Hively Avenue Overpass Project FRA Grant Application Support**

The City continues to pursue addition funding for the Hively Avenue Overpass Project as the project costs have increased. In 2022, the City applied for a Railroad Crossing Eliminate Grant from the Federal Railroad Administration. The City's application was not successful.

The two largest awards in Indiana were prepared a consultant, Crawford, Murphy, and Tilly, Inc. (CMT). The Engineering Staff believes that CMT can aid the staff in preparation of the next grant application when the Notice of Funding Opportunity becomes available.

This project will be funded with existing Hively Avenue Overpass appropriations.

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

Authorized the Board President to execute the Professional Services Agreement with Crawford, Murphy, and Tilly, Inc., for Hively Avenue Overpass Project FRA Grant Application Support, with a not-to-exceed fee of \$21,000.00.



MEMORANDUM

DATE: November 21, 2023

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering *JDS*

RE: **Change Order #1 and Final for Bid #23-07, 2023 ADA Curb Ramp Program**

Change Order #1 and Final for Bid #23-07, 2023 ADA Curb Ramp Program, is an adjustment to final quantities.

The total increase in the contract price due to the adjustment is \$16,260.60, which is 8.3% of the original contract price of \$195,335.00.

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

Approve Change Order #1 and Final for Bid #23-07, 2023 ADA Curb Ramp Program, increasing the contract value by \$16,260.60, resulting in a contract price of \$211,595.60.

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: RELEASE OF LIENS
DATE: November 16, 2023

Attached please find a utility easement for the benefit of Indiana Michigan Power. I & M is performing work at the Wellfield Gardens (North Main Wellfield) as part of the expansion of services for the Gardens. In order to do so, I & M is requesting a utility easement. This easement has been approved by the City Engineer.

Please approve and sign the attached Easement and Right of Way.



**INDIANA
MICHIGAN
POWER®**

A unit of American Electric Power

Indiana Michigan Power
2929 W. Lathrop Ave.
South Bend, IN 46628
IndianaMichiganPower.com

November 2, 2023

Ms. Maggie Marnocha
THE CITY OF ELKHART
1201 S. Nappanee Street
Elkhart, Indiana 46516

Re: Utility Easement to Install Underground Primary
and Padmounted Transformer to Serve the
Wellfield Botanic Gardens on North Main Street
in Osolo Township, Section 32, T38N, R5E,
Elkhart County, Indiana
IMPCo Easement No. IN231035, Map 681

Dear Ms. Marnocha:

In order to install facilities to provide electric services to the above referenced property, it is necessary to place a portion of our facilities on the property owned by the CITY OF ELKHART. Please refer to the attached Exhibit "A" for the exact location of the proposed electrical distribution easement.

Prior to installing this service, the proper company signature is needed on the enclosed Distribution Easement. Also enclosed is legal consideration in the sum of \$1.00 in payment of this agreement. The easement is to be completed according to the following guidelines:

- The **Authorized Members** must sign the easement. If someone other than this/these officer/member(s) signs the easement, please enclose a copy of the official resolution of authority with the original, signed easement.
- Each signature must be acknowledged before a Notary Public.
- No changes are to be made to the easement language.

Please return the signed and notarized easement to my office in the stamped, self-addressed envelope enclosed for your convenience in that regard. Upon receipt of the fully executed and notarized easement, we will release this job to the line department for installation. If you have any questions, please do not hesitate to contact me in connection therewith.

Sincerely,

Sylvia Durham, SR/WA, R/W – NAC
Senior Right of Way Agent

Indiana Michigan Power Company
South Bend Service Center
Direct Dial 574.283.1870
smdurham@aep.com

EASEMENT & RIGHT OF WAY

Easement No. IN231035

Map No. 681

Parcel ID No. 20-02-32-378-002.000-027

THIS INDENTURE, made by and between **CITY OF ELKHART**, a Municipal Corporation, whose address is 229 South Second Street, Elkhart, Indiana 46516 (hereinafter referred to as "GRANTOR"), and **INDIANA MICHIGAN POWER COMPANY**, an Indiana Corporation, whose post office address is P.O. Box 60, One Summit Square, Fort Wayne, Indiana 46801 ("GRANTEE").

WITNESSETH, that for One (\$1.00) Dollar and other good and valuable consideration in hand paid, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor does hereby grant and convey to Grantee a **FIFTEEN (15') FEET WIDE RIGHT-OF-WAY AND EASEMENT (see Exhibit "A" attached hereto for the specific dimensions and location identification)** for the construction, operation, use, maintenance, repair, renewal, and removal of a line or lines of overhead and underground facilities and equipment for the transmission of electrical energy and for communication purposes, including the right to permit attachments of others to said facilities, in, on, along, under, over, across, and through the said easement, which easement is located on the following described **REAL ESTATE**, to-wit:

A part of the Southwest Quarter of Section 32, Township 38 North, Range 5 East, situated in Osolo Township, Elkhart County, Indiana, and more particularly described as follows:

Beginning at an iron stake on the Township line, between Concord and Osolo Townships, in the center of Edwardsburg Avenue; thence East on the Township line, 25.24 chains, to the center of North Main Street; thence North, in the center of North Main Street, 10.28 chains, to the South line of the lands of the Cleveland, Cincinnati, Chicago & St. Louis Railway; thence North and West, along the South line of said Railway lands, 22.71 chains, to the east line of the east alley in Primley's Willowdale Addition to the City of Elkhart; thence South and West, along said alley line to the center of Edwardsburg Avenue, 15 chains to an iron stake; thence South 33-degrees East, in the center of Edwardsburg Avenue, 2.40 chains, to the Township line, and the iron stake, being the place of beginning.

Being the same (or a part of the same) property conveyed to **CITY OF ELKHART**, of Elkhart County, in the State of Indiana, by Deed recorded on June 11, 1925, as Document Record **BK 144 PG 473** in the Office of the Recorder of Elkhart County, Indiana.

TOGETHER with the right of ingress and egress to, from, and over said premises, and also the right to cut, trim, and/or remove any trees or bushes which may endanger the safety or interfere with the construction, maintenance, or use of said facilities.

GRANTEE shall promptly repair or replace all physical damage on the premises proximately caused by the construction, operation, and maintenance of Grantee's facilities.

GRANTOR warrants that no structure or building shall be erected upon said easement.

AFTER the completion of said system, the Grantor reserves the full use of the land which is not inconsistent with the existence and maintenance of said facilities but does agree not to change elevation or grade within the area of said easement without the written prior consent of Grantee.

GRANTEE agrees to indemnify Grantor against all liability to third persons caused by Grantee's employees while in or about the real estate.

IT IS AGREED that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representatives, heirs, successors, and assigns.

THE UNDERSIGNED PERSON executing this document on behalf of Grantor represents and certifies that he is duly authorized and has been fully empowered by the Grantor to execute and deliver this document; that Grantor has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hand and seal.

CITY OF ELKHART, a Municipal Corporation, by and through its Board of Public Works,

DATED: _____

By: _____
Michael Machlan, its President

DATED: _____

By: _____
Chad Crabtree, its Vice President

Rose Rivera, Member

Ronnie Davis, Member

C. James Arce, Member

ATTEST: _____
Nancy A. Wilson, Clerk of the Board

STATE OF INDIANA)
) SS.
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, in and for said County and State, personally came Michael C. Machlan, President, Chad Crabtree, Vice President, and Ronnie Davis, Rose Rivera, and C. James Arce, the Members of the Elkhart Board of Public Works, and acknowledged their acceptance and execution of this dedication.

IN WITNESS WHEREOF, I have hereon subscribed my name and affixed my official seal, on this ____ day of _____, 2023.

(SEAL)

Nancy A. Wilson, Notary Public
Elkhart County, State of Indiana
Commission No. NP0748899
Commission Expires: May 14, 2031

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Sylvania M. Durham

Prepared by: Sylvania M. Durham, Right of Way Agent, AEP – Indiana Michigan Power Company, 2929 W. Lathrop, South Bend, IN 46628 (574.283.1870)



Indiana Michigan Power

South Bend/Elkhart - District

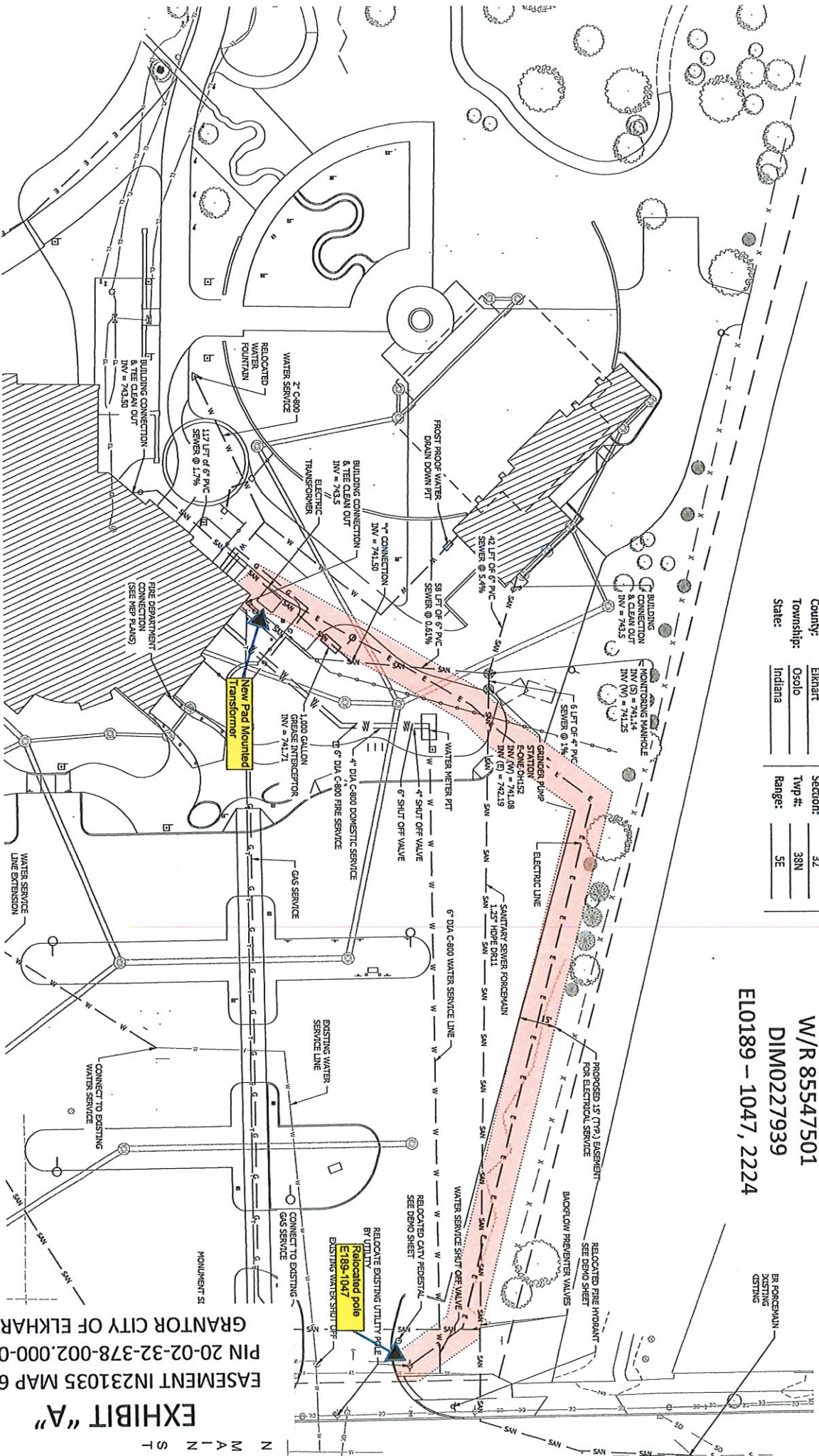
Easement Drawing

Address: 1011 N Main St, Elkhart

EASEMENT IN231035

County:	Elkhart	Section:	32
Township:	Osolo	Twp #:	38N
State:	Indiana	Range:	5E

W/R 85547501
 DIM0227939
 E10189 - 1047, 2224



EASEMENT IN231035 MAP 681
 PIN 20-02-32-378-002.000-027
 GRANTOR CITY OF ELKHART

EXHIBIT "A"

N
M
A
I
N
S
T

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

MEMORANDUM

TO: BOARD OF PUBLIC WORKS

FROM: MAGGIE MARNOCHA, BOARD ATTORNEY

DATE: November 16, 2023

RE: Resolution supporting the amendment to the Sewer Rate Ordinance

Attached please find Resolution 23-R-25, a resolution supporting the amendment to the Sewer Rate Ordinance, No. 5286. Attached also find the proposed ordinance and the BakerTilly report evaluating the current rates and establishing the rates to be proposed.

Please support Resolution 23-R-25

Resolution 23-R-25

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE
CITY OF ELKHART, INDIANA, SUPPORTING THE PROPOSED SEWER
RATES AS SUBMITTED TO THE COMMON COUNCIL IN
“AN ORDINANCE AMENDING ORDINANCE 5286...”**

WHEREAS, the City of Elkhart, Indiana, is in need of the support of the Board of Public Works for changes to the Sewer Rate Ordinance No. 5286, as amended.

WHEREAS, the increases are necessary to be implemented in order to maintain compliance with the EPA unfunded mandate of the combined Sewer Overflow Long Term Control Plan (“LTCP”);

WHEREAS, the increases would be over a five (5) year period beginning in July 2024; and

WHEREAS, the series of increases is expected to fund the necessary construction projects and improvements as outlined in the LTCP.

NOW THEREFORE, BE IT RESOLVED by the Board of Public Works:

1. Ordinance 5286 should be further amended to reflect the necessary rate increases contained in the proposed Ordinance No. 23-O- .
2. The increases are contained in Exhibit A, which is attached hereto and referred to as the BakerTilly Updated Rate Model.

RESOLVED November 21, 2023.

Michael Machlan, President

Chad Crabtree, Vice President

Jamie Arce, Member

Ronnie Davis, Member

ATTEST:

Rose Rivera, Member

Nancy Wilson, Clerk

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

MEMORANDUM

TO: BOARD OF PUBLIC WORKS

FROM: MAGGIE MARNOCHA, BOARD ATTORNEY

DATE: November 16, 2023

RE: Resolution supporting the amendment to the Water Rate Ordinance

Attached please find Resolution 23-R-26, a resolution supporting the amendment to the Water Rate Ordinances No. 5620 and 4978. Attached also find the proposed ordinance and the BakerTilly report evaluating the current rates and establishing the rates to be proposed.

Please support Resolution 23-R-26

Resolution 23-R-26

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE
CITY OF ELKHART, INDIANA, SUPPORTING THE PROPOSED WATER
RATES AS SUBMITTED TO THE COMMON COUNCIL IN
“AN ORDINANCE AMENDING ORDINANCE 5620...”**

WHEREAS, the City of Elkhart, Indiana, is in need of the support of the Board of Public Works for changes to the Water Rate Ordinance No. 4978, as amended by Ordinance 5620.

WHEREAS, the increases are necessary to be implemented in order to maintain the municipal water system and provide safe drinking water for the benefits of the citizens of Elkhart;

WHEREAS, the increases would be over a three (3) year period beginning in January 2025; and

WHEREAS, the series of increases is expected to fund the necessary current and future operating and maintenance expenses, equipment expenses, debt service payments, payments in lieu of taxes, and capital improvements.

NOW THEREFORE, BE IT RESOLVED by the Board of Public Works:

1. Ordinances 4978 and 5620 should be further amended to reflect the necessary rate increases contained in the proposed Ordinance No. 23-O-30 .
2. The increases are contained in Exhibit A, which is attached hereto and referred to as the BakerTilly Updated Rate Model.

RESOLVED November 21, 2023.

Michael Machlan, President

Chad Crabtree, Vice President

Jamie Arce, Member

Ronnie Davis, Member

ATTEST:

Rose Rivera, Member

Nancy Wilson, Clerk



M E M O R A N D U M

DATE: November 14th, 2023
TO: Board of Public Works
FROM: Paul Wunderlich, Utility Engineer *PW*
RE: **Elkhart WWTP Capacity Upgrades – Phase 2 – QA7634: Approval of Partial Payment Request #61 to Donohue & Associates, Inc.**

Please see the attached invoice #61 from Donohue & Associates, Inc. for professional services provided for the Elkhart WWTP Capacity Upgrades – Phase 2 project for work performed through November 14th, 2023. The invoice totals \$79,571.00 and has been rounded as required by SRF.

To date, including this payment, we have paid \$3,556,639.00 or 92.09% of the contract.

It is requested that the BOW:

approve partial payment request #61 in the amount of \$79,571.00 to Donohue & Associates, Inc. from the allocated SRF loan for professional services on the Elkhart WWTP Capacity Upgrades – Phase 2 project.

B.O.W. SUMMARY

November 21, 2023

Water Assessment

LJ Builders, LLC.
62309 State Rd 19
Elkhart, IN. 46517
Property: Cleveland Ave
Paid in full, \$1365.00

Mary Collins
3329 Calumet Ave
Elkhart, IN. 46514
Property: 3329 Calumet Ave
Paid 20% down \$271.62

Driveway Permit

#5110, Owner: Abraham Miller
Property: 2104 Vermont
Contractor: MAAJ Concrete
\$10,000 bond by Contractor

#5094, Owner: LJ Builders
Property: 1245 Romain Ave
Contractor: LJ Builders
\$600.00 bond by Contractor

#5108, Owner: Jason Rost
Property: 327 Joyce Ct.
Contractor: Mares Construction
\$10,000 bond by Contractor

Release of Bond:

#5094, Contractor: LJ Builders
Property: 1245 Romain Ave
\$600.00 bond

#5050, Owner: Magdalera Escobedo
Property: 1410 El Reno Street
\$600.00 bond

#5111, Contractor: Straight Talk Construction
Property: 2204 Timberstone Dr. East
\$600.00 bond



City of Elkhart
Public Works and Utilities

M E M O R A N D U M

Date November 8, 2023
To Mike Machlan, Board of Works President
From Laura Kolo, Utility Services Manager *LK*
RE Appropriation Requests

Elkhart Public Works is respectfully requesting an appropriation of \$63,000 to 6101-5-733-6180000, Water, Operations, Chemicals due to chlorine price increases.

Resolution 23-R-27

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE
CITY OF ELKHART, INDIANA, APPROPRIATING FUNDS TO WATER,
OPERATIONS, CHEMICALS**

WHEREAS, the City of Elkhart, Indiana, is a municipal corporation; and

WHEREAS, the Board of Public Works ("Board") is the body authorized to manage the municipal utilities; and

WHEREAS, the Water Utility had an unexpected need for additional funds to purchase chemicals due to unanticipated price increases; and

WHEREAS, the Water Utility is requesting an appropriation in the amount of \$63,000.000, to Line #6101-5-733-6180000 to pay for the price increase of chemicals; and

WHEREAS, the Board deems it proper and in the best interests of the City of Elkhart and its citizens to appropriate the funds necessary to cover the increased cost of the chemicals.

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

1. The Board approves the appropriation request in order pay for the unanticipated increase in the cost of chemicals.

2. The Board \$63,000.000, to Line #6101-5-733-6180000.

RESOLVED November 17, 2023.

Michael Machlan, President

Chad Crabtree, Vice President

Jamie Arce, Member

Ronnie Davis, Member

Rose Rivera, Member

ATTEST:

Nancy Wilson, Clerk



City of Elkhart
Public Works and Utilities

BOW Public Works Appropriation & Transfer Request Form

Date: 11/08/2023 BOW Meeting Date: 11/21/2023

Requesting Division:

Engineering: Operations: Maintenance: Administration: Lab: Aquatics:
Distribution: Collections: Service:

Requesting Manager: Laura Kolo

Important: Completed form due to the Controller's Office NO LATER THAN Noon on Monday the week prior to the Board of Public Works meeting.

Fund Information:

Which fund is this appropriation being requested from?

Wastewater: Water: Stormwater: Aquatics: Other: Specify: _____

Description: _____

Line # <u>6101-5-733-6180000</u>	Line Name: <u>Chemicals</u>	Amount: \$ <u>63,000.00</u>
Line # _____	Line Name: _____	Amount: \$ _____
Line # _____	Line Name: _____	Amount: \$ _____

Transfer Details:

Does request include a budget transfer? y (Y/N)

For transfer requests, enter affected account lines and amounts below:

Transfer #1:	From Line # _____	From Line Name: _____	Amount \$ _____
	To Line # _____	To Line Name: _____	
Transfer #2:	From Line # _____	From Line Name: _____	Amount \$ _____
	To Line # _____	To Line Name: _____	
Transfer #3:	From Line # _____	From Line Name: _____	Amount \$ _____
	To Line # _____	To Line Name: _____	

Controller's Office Reassignment of Account if Necessary:

Fund # _____ Fund Name _____
Acct # _____ Acct Name _____ Amount \$ _____

Fund # _____ Fund Name _____
Acct # _____ Acct Name _____ Amount \$ _____

Approval:
Controller

E. Kolo

Date: 11/8/23

*w/ amended transfer
Schedule (Nov-Dec.)*



M E M O R A N D U M

Date November 15, 2023
To Mike Machlan, Board of Works President
From Laura Kolo, Utility Services Manager *LK*
RE Updated Water Utility Monthly Transfer schedule

Public Works is requesting approval of the updated Water Utility Monthly Transfer schedule (attached). The schedule has been updated to reflect the appropriation for water utility chemicals due to increased chlorine prices.

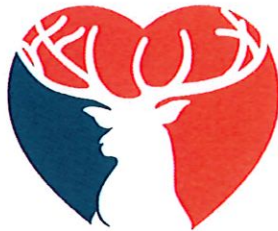
**City of Elkhart
Water Monthly Transfers
Amended FY 2023**

6106 Water Revenue

6101-5-731-6750000

Month	Transfer-Out To 6101	Transfer-Out To 6103	Transfer-Out To 6105	Transfer-Out To 6108	Pilot	Admin Fees
					Transfer-Out To 1101 from 6101	Transfer-Out To 1101 from 6101
Jan	450,000	-	-	-	-	146,000.00
Feb	450,000	-	-	-	-	
Mar	450,000	-	-	-	-	
Apr	450,000	-	-	-	-	
May	450,000	-	-	-	-	
Jun	450,000	-	-	-	-	
Jul	450,000	-	-	-	-	
Aug	720,000	-	5,000	-	-	
Sep	720,000	-	5,000	-	-	
Oct	720,000	-	5,000	-	-	
Nov	738,000	-	5,000	-	-	
Dec	738,000	-	5,000	-	-	
Annual Total	6,786,000	-	25,000	-	-	146,000

Amended Aug thru Dec Period Total				
	2,196,000	-	15,000	-
10/31/2023 Bal	402,959	1,590,071	679,241	1,135,925
2022 Encumbered	(316,611)	(570,289)	(47,624)	-
2023 Budget	(2,281,353)	(346,933)	(635,000)	(530,100)
12/31/23 est Bal	995	672,848	11,617	605,825



City of Elkhart
Public Works and Utilities

Memo To Board of Works
 Memo From Laura Kolo, Utility Services Manager *LK*
 Date Nov 09, 2023
 Subject Water Utility Monthly Report of Operations
 for the month of October, 2023

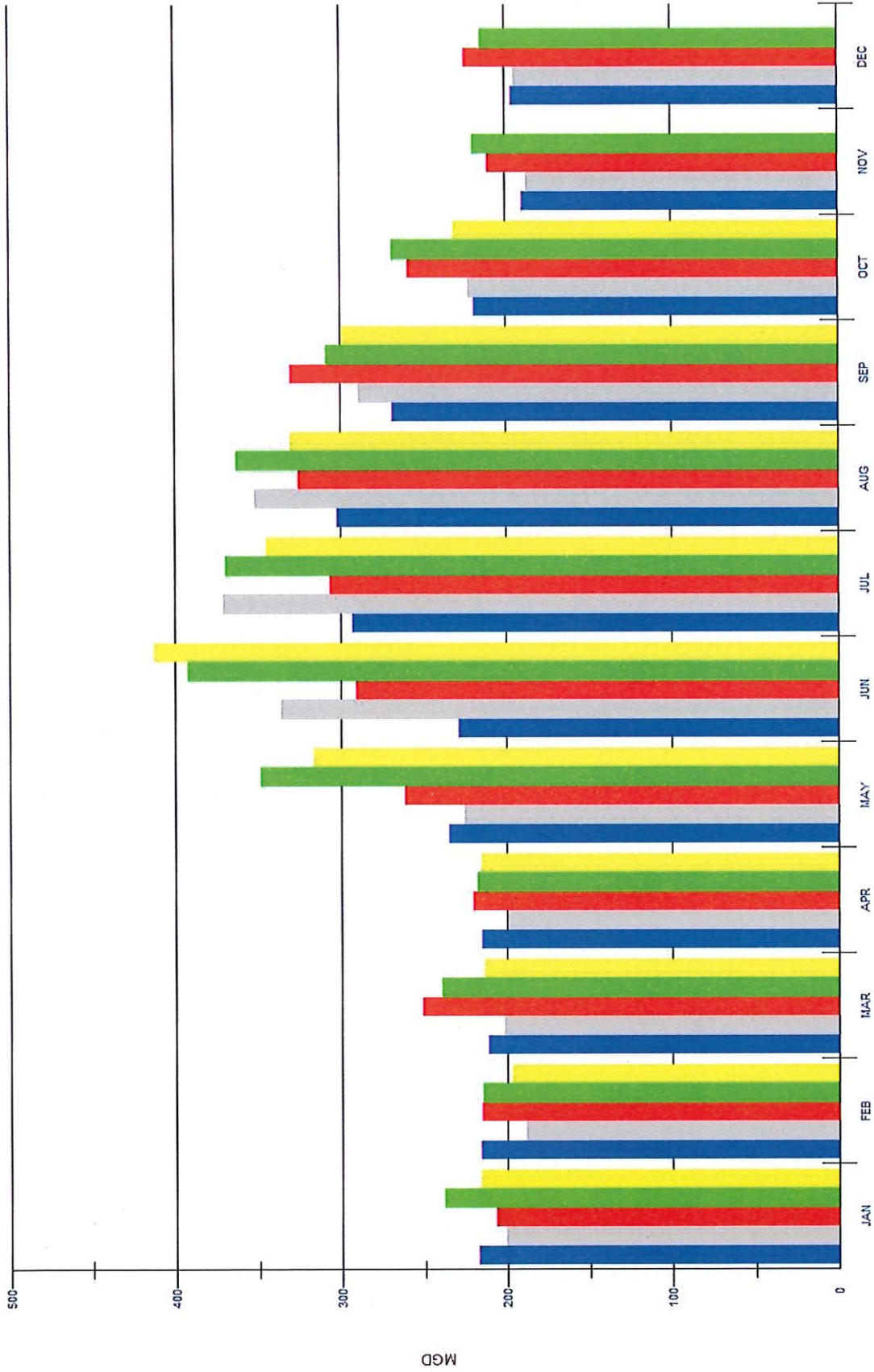
Water Produced

	Monthly Total MG	Daily Avg MGD	Daily Min MGD	Daily Max MGD
North Main	122.078	3.938	3.155	5.361
Northwest	75.820	2.446	1.302	3.656
South	39.935	1.288	0.741	2.282
System	237.83	7.67		

Finished Water Quality Information (Monthly Averages)

	Iron mg/l	Manganese mg/l	Fluoride mg/l	Chlorine mg/l	Orthophosphate mg/l
North Main	0.04	0.030	0.89	1.34	1.42
Northwest	0.06	0.025	0.82	1.27	0.94
South	0.05	0.030	0.87	1.42	1.11
Secondary Std / Target	0.30	0.050	0.8 - 1.0	0.9 - 1.5	0.5 - 1.0

Monthly Water Production Comparison



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2019	217.23	215.68	211.08	215.28	234.49	229.20	292.60	301.80	268.65	219.33	189.66	196.43
2020	201.13	188.69	201.44	199.21	225.63	336.17	370.93	351.87	289.17	222.62	187.43	194.60
2021	206.82	215.47	251.38	220.28	261.41	290.86	306.88	325.29	329.96	258.98	210.32	224.10
2022	238.16	214.80	239.40	217.71	348.16	392.38	369.59	362.66	308.75	269.06	219.61	214.64
2023	215.56	196.63	213.12	215.02	316.61	412.55	344.29	330.06	298.47	230.88		



M E M O R A N D U M

Date November 13, 2023
To Board of Public Works *BGC*
From Bryan Cress, Regulatory Compliance Manager
RE Approval of Disposal of 28864 W County Road 16

The Board of Works is the fiscal body for the City of Elkhart Utilities (Utility). In accordance with IC 36-1-11-3(c), the fiscal body must approve every sale of real property that has a value greater than fifty thousand dollars \$50,000.

The Utility acquired the property at 28864 W County Road 16 to gain access to a manhole behind the property. The Utility subsequently subdivided the property and shall retain ownership of the portion of the property necessary for accessing the manhole. The remainder of the property, which includes a residential building, is not needed by the Utility. The Utility will benefit from disposal of the property because it will no longer have to maintain the property and proceeds will be generated by the sale.

Public Works respectfully requests that the Board of Public Works approve the disposal of the property at 28864 W County Road 16, Elkhart, IN 46516 (Second Replat of Lot 5A Frank's Addition).



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 Simonton Lake

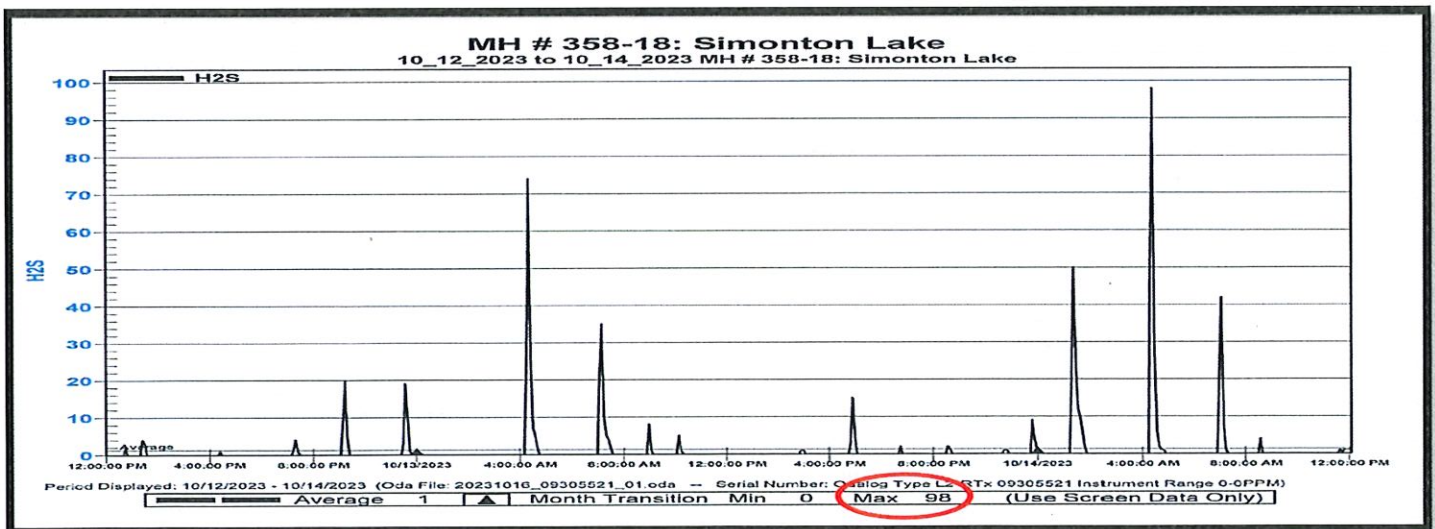
Pretreatment Staff conducted monthly H2S monitoring for Simonton Lake on October 12-14, 2023. The H2S max concentration of 98 ppm exceeded the maximum concentration limit of 50 ppm set by the Wastewater Use Ordinance.

The following H2S exceedances have occurred this year for Simonton Lake:

MONITORING DATES	OFFENSE NUMBER	MAXIMUM CONC. LIMIT 50 ppm	RECOMMENDED PENALTY AMOUNT
August 18-20, 2023	1 st	67 ppm	\$100
September 21-23, 2023	2 nd	85 ppm	\$200
October 12-14, 2023	3 rd	98 ppm	\$300

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 \$300. This is the third 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 \$300 to Simonton Lake is recommended.

This memo has previously been reviewed by legal.



M E M O R A N D U M

Date November 11, 2023
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager,
RE Bimbo Bakeries – Permit # 2006-03

Pretreatment Staff received Bimbo Bakeries self-monitoring report on October 23, 2023 for the month of September 2023. The monitoring requirement for FOG in Bimbo Bakeries Industrial Wastewater Discharge Permit is to collect three FOG grab samples over a production day, and analyzed separately.

On September 7, 2023 the following three FOG grabs samples were collected:

- Grab # 1 at 7:00am with the analytical result of 250 mg/L
- Grab # 2 at 11:00am with the analytical result of 13 mg/L
- Grab # 3 at 2:00pm with the analytical result of 8 mg/L

Per the City of Elkhart Enforcement Response Plan, Penalty Matrix, Section 9.1.11, Discharging wastewater containing parameters in excess of established limits per parameter when no damage, recommended penalty \$200. This is Bimbo Bakeries second FOG exceedance this year, the first was in March.

Please find Bimbo Bakeries in violation of its permit and assign penalties. Per the City of Elkhart Enforcement Response Plan, a penalty of \$200 to Bimbo Bakeries- Permit # 2006-03 is recommended.

This memo has previously been reviewed by legal.



M E M O R A N D U M

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

On September 21-22, 2023 McDowell Enterprises collected a composite sample and the analytical results of 9.53 mg/L for nickel, and 3.26 mg/L for zinc both exceeded their daily max limits. McDowell Enterprises daily max limit for nickel is 3.98 mg/L at the end of process sample port riser pipe. McDowell Enterprises daily max limit for zinc is 2.61 mg/L at the end of process sample port riser pipe.

This is McDowell Enterprises third offense for **nickel** this year. Please see “Table 1” below:

Table 1

MONTH OF MONITORING IN 2023	OFFENSE NUMBER	DAILY MAX LIMIT 3.98 mg/L RESULT(S)	RECOMMENDED PENALTY AMOUNT
May	1 st	5.3 mg/L	\$100
June	2 nd	7.23 mg/L	\$200
September	3 rd	9.53 mg/L	\$300

This is McDowell Enterprises second offense for **zinc** this year. Please see “Table 2” below:

Table 2

MONTH OF MONITORING IN 2023	OFFENSE NUMBER	DAILY MAX LIMIT 2.61 mg/L RESULT(S)	RECOMMENDED PENALTY AMOUNT
May	1 st	26.3 mg/L	\$100
September	2 nd	3.26 mg/L	\$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, total recommended penalty \$500.

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 \$500 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 November 11, 2023
 To Mike Machlan, Board of Works President
 From Maggie Marnocha, PWU Attorney
 RE McDowell Enterprises – Permit # 85-01

At the last Board meeting, Ms. Loshbough requested that the staff review the balance of penalties that were assessed at the July 5, 2022 meeting of the Board. The Board directed staff to review. The penalties that were in question are as followings:

1. \$1,000 penalty for the violations from April 19-20, 2022 sampled by POTW. Reduced to half with the total of \$500, pending McDowell compliance from September 1, 2022 to August 31, 2023.

Sample Date	Parameter/Sample Type	Daily Max Limit (mg/L)	Monthly Average Limit (mg/L)	Concentration Result (mg/L)	Sample location
4/19-20/22	Chromium (comp)	2.77	1.71	14.200	Sample port riser pipe
4/19-20/22	Copper (comp)	3.38	2.07	3.160	Sample port riser pipe
4/19-20/22	Nickel (comp)	3.98	2.38	28.300	Sample port riser pipe
4/19-20/22	Zinc (comp)	2.61	1.48	236.00	Sample port riser pipe
4/19/22	pH (grab)	10.0 – 5.0	N/A	11.6	Lamella

Upon further review, we believe that the penalties were calculated incorrectly. The penalties should have had a recommendation of \$500, one \$100 penalty per parameter.

2. \$1,750 penalty for violations from self-monitoring event on May 18, 2022. Reduced to half with the total of \$875, pending McDowell compliance from September 1, 2022 to August 31, 2023.

Sample Date	Parameter/Sample Type	Daily Max Limit (mg/L)	Monthly Average Limit (mg/L)	Concentration Result (mg/L)	Sample location
5/18/22	Zinc (comp)	2.61	1.48	5.88	Sample port riser pipe
No analytical results for silver in this self-monitoring report					

Upon further review, we believe that the correct penalties should have been recommended at \$200 for the second Zinc exceedance within a twelve-month period, and \$100 penalty for failure to submit a self-monitoring report for silver, for a total recommendation of \$300.

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 \$800 to McDowell Enterprises - Permit # 85-01 is recommended.



M E M O R A N D U M

Date November 11, 2023
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager
RE Lippert Components Plant # 83 – Permit # 92-05

The Pretreatment group requests the Permit of Lippert Components, Plant # 83 - Permit # 92-05, located at 3308 Charlotte Ave., Elkhart, Indiana.

Lippert Components, Plant # 83 is a manufacturing assembly and coater for automotive and utility seating frames and parts. Manufacturing and coating of metal parts for the recreational vehicle industry. Raw steel is received into the facility and processed-cut bent, shaped, welded, or riveted together into assemblies, or left as individual parts. Parts and assemblies then flow into coating either e-coat or powder coat depending on the customer selection.

Lippert Components, Plant # 83 has been a very cooperative and compliant facility; the Pretreatment group recommends this Permit renewal.

Please issue Lippert Components, Plant # 83 five year Industrial Wastewater Discharge Permit Renewal.

This memo has previously been reviewed by legal.



M E M O R A N D U M

Date November 11, 2023
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager
RE MOR/Ryde International Inc. – Permit # 2006-01

The Pretreatment group requests the Permit of MOR/Ryde International Inc. Permit # 2006-01, located at 1536 Grant St., Elkhart, Indiana.

MOR/Ryde International is a metal fabrication and manufacturing firm for the recreational vehicle and other industries located in the City of Elkhart, Indiana. Raw steel will be initially washed and processed using automated Seven-stage Wash Line and series of acid/alkaline wash steps followed by a rinse cycle.

MOR/Ryde International Inc. has been a very cooperative and compliant facility; the Pretreatment group recommends this Permit renewal.

Please issue MOR/Ryde International Inc. five year Industrial Wastewater Discharge Permit Renewal.

This memo has previously been reviewed by legal.



M E M O R A N D U M

Date November 15, 2023
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager *SB*
RE Cobus Green – Consent Order

This memo is following the discussion at the previous Board of Public Works meeting dated, November 8, 2023. During this meeting it was mentioned that Pretreatment Staff in conjunction with Cobus Green had been working together to settle on an appropriate Consent Order that Pretreatment Staff is asking for the Board to approve.

Pretreatment Staff and Cobus Green requesting the Board of Public Works approval for the Consent Order for Cobus Green.

This memo has previously been reviewed by legal.

*The Honorable
Rod Roberson
Mayor*

*Laura Kolo
Utility Services Manager*

*Tory Irwin
City Engineer*



*Public Works &
Utilities Department
Administration, Engineering
& Laboratory
574 293-2572
Utility Billing
574 264-4273
1201 S Nappanee St.
Elkhart, IN 46516*

November 2, 2023

Cobus Green Mobile Home Communities a/k/a Sun Communities, Inc.

CONSENT ORDER

WHEREAS, the City of Elkhart (City) pursuant to its powers, duties and responsibilities vested in and imposed upon the by provisions of the City's Sewer Use Ordinance, have conducted an ongoing investigation of Cobus Green Mobile Home Communities a/k/a Sun Communities, Inc. (Cobus), and have determined that:

1. The City owns and operates a publically owned treatment works, which may be adversely impacted by discharges from users, including Cobus.
2. Cobus has occasionally violated the hydrogen sulfide limits in the City's Sewer Use Ordinance.
3. Therefore, to ensure that Cobus is brought into compliance with the City's hydrogen sulfide limits at the earliest possible date, IT IS HEREBY AGREED AND ORDERED, BETWEEN COBUS AND THE CITY OF ELKHART, THAT COBUS SHALL:
 - a. By 11/21/23, present this Consent Order to the Board of Public Works meeting for approval.
 - b. By 12/1/2023, Cobus's consultant, Astbury, will begin trials of alternative hydrogen sulfide treatment products. It is understood that during these trials, Astbury will continuously monitor hydrogen sulfide concentrations at the discharge point and will communicate regularly with Elkhart regulatory personnel. Cobus will have immunity from fines related to exceedances of hydrogen sulfide limits during such trials. Astbury and Cobus will take all reasonable precautions to limit any such exceedances. The results of these trials will be used to determine whether or not infrastructure additions or improvements will be required. In no such case, shall this Consent Order relieve Cobus of any liabilities for any known or unforeseen damages to the City's publicly owned treatment works.
 - c. By 2/8/24, submit plans and specifications for the proposed pretreatment modifications to the City for review.
 - d. By 2/23/24, City to complete review and approve proposed modifications.
 - e. By 3/4/24, Cobus's consultant, Astbury to order supplies and materials.
 - f. Astbury to complete installation(s) in accordance with the plans, specifications, and timelines submitted and approved in items b, c, and d above.

- g. Astbury to complete any and all necessary adjustments needed to implement proposed plan within timeline approved in item c above.
- h. Cobus shall achieve compliance with the hydrogen sulfide limits set forth in City's Sewer Use Ordinance within timeline approved in item c above.
- i. By 12/31/24, Cobus and the City shall close-out this Consent Order at Board of Public Works meeting.
- j. Cobus shall pay \$100 per day for each and every day it fails to comply with the schedule set out in items a-i above.

November 2, 2023

Cobus Green Mobile Home Communities a/k/a Sun Communities, Inc.

- 4. In the event Cobus fails to comply with any of the deadlines set forth, Cobus shall notify the city in writing, within one (1) working day after expiration of the deadline. This notice shall describe the reasons for Cobus's failure to comply, the additional amount of time needed to complete the remaining work, and the steps to be taken to avoid future delays. This notification in no way excuses Cobus from its responsibility to meet any later milestones required by this Consent Order.
- 5. Compliance with the terms and conditions of this Consent Order shall not be construed to relieve Cobus of its obligation to comply with all other requirements of the Sewer Use Ordinance.
- 6. Violation of the Consent Order shall constitute a further violation of the City's Sewer Use Ordinance and subjects Cobus to all penalties described therein.
- 7. Nothing in this Consent Order shall be construed to limit any authority of the City to issue any other orders or take any other action, which it deems necessary to protect the publically owned treatment works, the environment or the public health and safety.

SIGNATORIES

FOR COBUS GREEN MOBILE HOME COMMUNITIES A/K/A SUN COMMUNITIES, INC.

11/15/2023

Date

DocuSigned by:

 COO
 [Name], [Title]

FOR CITY OF ELKHART

Michael Machlan, President

Ronnie Davis, Member

Chad Crabtree, Vice President

Rose Rivera, Member

ATTEST:

Jamie Arce, Member

Nancy Wilson, Clerk



M E M O R A N D U M

From: Josh Holt, City of Elkhart Fleet Manager

Date: November 10, 2023

To: Elkhart Board of Works

RE: Request for Ratification of Signatory Action - BW/Cook Heating and Cooling Services

Dear Board Members,

I am writing to inform the Board of Works of a recent signatory action I took and to seek your ratification regarding the procurement of services from BW/Cook Heating and Cooling.

Earlier this year, my office initiated a process to obtain quotes for the repair and replacement of heaters in our shop. We reached out to four companies for this purpose. Regrettably, only two of the companies, namely Griffen Plumbing and Heating and BW/Cook, provided us with quotes.

After a thorough evaluation of the received quotes, it became evident that BW/Cook offered the most competitive and responsible proposal for the required services. Not only did they present the lowest quote, but their reputation for delivering high-quality work and reliability further supported our decision.

In light of these considerations, I took the signatory action to engage BW/Cook Heating and Cooling for the repair and replacement of heaters in our shop. The decision was made in the best interest of the organization, taking into account both the financial implications and the commitment to ensuring a safe and functional working environment for our staff.

It is essential to note that the funds required for this undertaking are well within the confines of our existing budget allocated for the purpose of maintaining our facilities. Therefore, this action is in line with our financial planning and does not necessitate any additional appropriations.

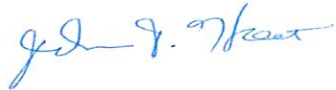
I understand the importance of transparency and accountability in such matters, and therefore, I am formally seeking the Board's ratification of the signatory action I took to authorize the purchase of services from BW/Cook Heating and Cooling.

I have attached copies of the received quotes, as well as a summary of the evaluation process for your review.

If any Board members have questions or require additional information, please do not hesitate to contact me or my office.

Sincerely,

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 horizontal line extending to the right.



PLUMBING & HEATING • AIR COMPRESSORS

Quotation #23183

February 2, 2023

Elkhart Central Garage
Attn: Josh Holt
1909 W. Mishawaka Rd.
Elkhart, IN 46517

Josh:

Per your request, we are pleased to provide a quote for labor and material to install a roof top make-up air.

Includes:

- Cambridge S800 Roof Top
- Roof Curb
- Mounting Rail
- Insulated duct work as required
- 2-Way Y-Branch with air deflectors
- Gas PVF
- Installation Materials
- Labor
- Crane/Lift
- Permit

Total Installed Price

\$43,158.00

Quote does not include 460v 3ph electrical.

Please Note: All work to be performed within the regular working hours
Of 7:30 a.m. to 4:00 p.m.

Thank you for the opportunity to quote on this project. As always, we assure you of a prompt, complete, and craftsman like installation.

Due to market volatility and rapid price increases from manufacturers equipment pricing can only be held for 30 days, after 30 days final cost will be provided upon equipment arrival.

Sincerely,

Mike Robertson
Griffen P&H, Inc.

Quote Valid for 10 Days

Terms: Net 30 Days

Upon your acceptance of this proposal, please sign and return one copy to me.

Authorized Representative: _____ Date: _____

Purchase Order # (if required): _____

2310 Toledo Road • Elkhart, Indiana 46516 • www.griffenph.com

Toll Free (866) 344-7602 • (574) 295-2440 • FAX (574) 295-2520

COMMERCIAL Client Investment AGREEMENT



BW/Cook
HEATING, AIR CONDITIONING &
PLUMBING | A Service Experts Company

574-338-2260

BWCOOK.COM

Branch 212 | 1835 Leer Drive | Elkhart, IN 46514 | License #: 7116994, 205

Business Elkhart Central Garage

Contact Name Josh Holt
Street Address 1909 W Mishawaka Rd
City Elkhart ST IN Zip 46517
Contact Phone (574) 293-0147 Contact Fax _____
Service Address (if different) _____
Email josh@coel.org

Proposal Information:

Proposal to remove Cambridge S800 form It's current location and move it to the North West corner of the building.

Remove Cambridge and all associated duct work.
Install one new PWI platform just outside of the North man door. Cut hole in wall and flash.
Anchor to concrete.
Use crane to lift unit up on platform and set in place. Connect small duct work on inside of building.
Extend gas/power to new Cambridge location.

Note- H&G electric will be use to run power to new location and wire Cambridge controls

Proposal to install one new
Heatstar 300,000 BTU Unit heater.
Install with Quick sling swivel flush mount bracket.
Lift Provided

**Note- Platform ETA is 4 weeks from date of signed proposal

APPROVED FOR PAYMENT

DATE: 10-30-23
DESCRIPTION: Furance Upgrades
ACCOUNT LINE: 43600100

*lowest quote
no one else to
give a quote.*

RECEIVED
City of Elkhart
Central Garage
Capitol 2023

Down Payment \$5,000.00 Total Investment \$ 31,500.00

Method of Payment: VISA MC AMEX DISC CHECK# _____

Acct# _____

Auth Code _____ Exp. Date _____

Customer Signature Josh Holt Date 10-27-23

Print Name _____

Consultant Signature _____ Date _____



Our Benefits

- ✓ Financing provided by Horizon Keystone
- ✓ 24/7/365 live customer support
- ✓ Anytime emergency repair service
- ✓ Official ENERGY STAR® retail partner
- ✓ ENERGY STAR® high-efficiency equipment
- ✓ High-efficiency air filtration
- ✓ Non-ozone depleting refrigerant
- ✓ Reliable warranties
- ✓ Advanced system and humidification controls
- ✓ Installation quality is critical to operation and efficiency
- ✓ Highly trained installers
- ✓ Expert logistical coordination
- ✓ On-site supervision

Expert, Service, Guaranteed

- ✓ Over 2,000 service & installation technicians
- ✓ Servicing thousands of businesses every day
- ✓ Largest NATE (North American Technical Excellence) contractor
- ✓ Accredited by the National Council of Better Business Bureau

Safety First

- ✓ Meets OSHA safety standards
- ✓ Weekly safety meetings
- ✓ Advanced chemical handling
- ✓ Ladder Safety
- ✓ Company-provided personal protective equipment
- ✓ Perform personal risk assessment

Affiliate Partner Program

- ✓ Exclusively for Service Experts commercial clients, vendors, suppliers
- ✓ Offers your employees exclusive coupons
- ✓ Mutual web site linking and advertising

*where applicable



WE SERVICE ALL MAKES AND MODELS, 24/7

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SERVICE EXPERTS COMMERCIAL HVAC TERMS AND CONDITIONS

DEFINITIONS: Where the context permits, the following words shall have the meanings indicated. These Service Experts Commercial HVAC Terms and Conditions, together with the Service Order (defined below) are collectively referred to herein as "Agreement." "Authorized Service Technician" means the person(s) authorized by Service Experts to furnish the Service hereunder, which may include third party subcontractors authorized by Service Experts. "Customer" or "you" means the person, partnership, company, or corporation purchasing the Service hereunder. "Equipment" means the HVAC unit or associated equipment that is the subject of the Service rendered hereunder. "Service" means the Installation, inspection, servicing, reconditioning, start-up, alteration, repair, replacement, or correction of Equipment, or a part thereof, or assistance with respect thereto. "Service Experts" or "our" or "us" or "we" means Service Experts LLC, a Delaware limited liability company, d/b/a Service Experts Heating & Air Conditioning and each of its subsidiaries. "Service Order" means the executed agreement between Service Experts and Customer setting forth the terms of the Service, which incorporates these Service Experts Commercial HVAC Terms and Conditions ("Terms and Conditions").

CONTRACT ACCEPTANCE: By accepting the Service or making a payment for all or part of the Service Customer accepts the Service pursuant to these Terms and Conditions ("Acceptance").

TERM & TERMINATION: This Agreement shall be effective for a period of one year from Acceptance ("Original Term") and if this Service Order is a Commercial Planned Service Agreement, it shall automatically renew for consecutive one year terms (each a "Renewal Term") thereafter unless you or we give at least thirty (30) days prior written notice of our intent to not renew for an additional Renewal Term. During the Original Term and any Renewal Term, Customer may terminate for cause (i) by providing Service Experts written notice (to the Service Experts address as indicated in the Service Order) of the said breach of this Agreement and (ii) if Service Experts fails to cure the breach within 60 days of its receipt of the said written notice. Service Experts may terminate this Agreement for cause or convenience upon notice.

WARRANTY AND 100% SATISFACTION GUARANTEE: Service Experts agrees to accept responsibility for your 100% complete satisfaction for one year following installation Service or Service performed in accordance with this Agreement. This means that for the first year following the execution of this Agreement, if you are not totally satisfied with the product installation Service, following written notice by you to the Service Experts address listed in the Service Order we will promptly (but no later than 60 days from our receipt of your written notice) address and perform to your complete satisfaction those issues regarding material or workmanship or we will remove the installed equipment and refund your money. If you are not totally satisfied for the first year following the Service performed by Service Experts, following written notice by you to the Service Experts address listed in the Service Order we will promptly (but no later than 60 days from our receipt of your written notice) address and perform to your complete satisfaction those issues regarding material and workmanship or we will refund your Service fee. This 100% Satisfaction Guarantee applies so long as: (i) the entire HVAC system (the "System") is maintained annually by a Service Experts Authorized Service Technician; (ii) all repairs recommended by Service Experts are performed on the System; and (iii) the System has been used solely for the purpose and under the conditions for which it was designed and has not been subjected to misuse, alteration, accident or abuse. The warranties herein and remedies for breach thereof are exclusive and conditioned upon Customer providing timely notification to Service Experts. They are given by Service Experts and accepted by Customer in lieu of any and all other remedies, warranties, and guarantees, express or implied, and IN LIEU OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, SERVICE EXPERTS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN THE CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL SERVICE EXPERTS, ITS AGENTS, AND ITS EMPLOYEES BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF PROFIT, LOST DATA RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT, LOSS OF OPERATING TIME OR LOSS OF, OR REDUCTION IN USE OF, ANY EQUIPMENT (INCLUDING EXISTING EQUIPMENT) OR ANY PORTION THEREOF, INCREASED EXPENSE OF OPERATION OR MAINTENANCE, OR EXPENSE OR REPLACEMENT PRODUCTS RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN OR THE INABILITY TO RENDER ANY SERVICE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL SERVICE EXPERTS BE RESPONSIBLE OR LIABLE FOR ANY LOSS, COST, OR DAMAGE ARISING FROM ANY SOURCE WHATSOEVER, INCLUDING NEGLIGENCE, IN EXCESS OF THE PRICE PAID BY CUSTOMER FOR THE SERVICE WHICH GIVES RISE TO THE LOSS, COST, OR DAMAGE.

INDEMNIFICATION: Customer will indemnify, defend and hold Service Experts harmless from and against any and all third party claims, demands, suits, actions, expenses, judgments, losses, settlements, liability, damages or costs (including, but not limited to attorneys', consultants' and experts' fees) payable to third parties arising from a claim directly resulting from: (i) Customer's negligent act(s) or omission(s), (ii) Customer's reckless or willful misconduct (iii) Customer's breach of this Agreement or (iv) Customer's violation of any applicable laws, codes, ordinances, rules, citations, orders, regulations, standards or statutes.

WHAT IS NOT COVERED/GUARANTEED: This Agreement does not cover: (a) any additional Equipment that is added to Your System, unless we agree that for an additional annual fee to cover same; (b) any maintenance to Equipment that has been altered or repaired by anyone other than an Authorized Service Technician, including any unauthorized alterations made by you to the Equipment; (c) damage or other Equipment failure due to causes beyond Service Experts' control including, but not limited to, repairs necessary due to operator negligence, Customer's failure to maintain the Equipment according to the owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, moisture or other unusual atmospheric conditions, acts of war or acts of nature; (d) consumable items defined as any part that is considered consumable by the manufacturer, including, but not limited to, nitrogen, torch, solder, carbon dioxide, process fluids, lubricants, glycol, additives, filters, media filters, humidifier filters (evaporator pad), spark plugs, engine oil, air, oil and fuel filters, and batteries; (e) damage or failure caused by animals or insects; (f) routine maintenance, including but not limited to "topping off" an air conditioner, replacing oil or gas nozzles, or any repairs which are made necessary because routine maintenance was not performed by you, maintenance parts such as filters, lubricants, or refrigerant gasses, unless specifically included in the description of the applicable Service; (g) failure and replacement caused by contamination of the sealed system such as Green Slime, Dirty Sock Syndrome, gumming and/or sludging of fuel lines, etc;

(h) repairs to correct failures or malfunctions that are not manufacturing defects such as rust, brownouts, environmental conditions outside of manufacturer's specifications, oxidation, corrosion, water, freezing, fire or other natural acts; (i) leaks; i.e. condenser/heat pump, evaporator coil and/or refrigeration unit at the evaporator, schrader cores, condenser and/or metering device as a result of loose valves and/or loose valve caps, interconnecting fittings and/or field piping (line sets/tubing), gas or fuel lines, changeover of chlorofluorocarbons (CFC) to non-CFC refrigerants due to governmental regulation; (j) miscellaneous items such as nitrogen that are used to detect or diagnosis failures unless specifically included in the description of the applicable Service; (k) alteration of the Equipment to meet changes in federal, state or local codes and regulations, or repairs which require additional parts and labor to bring the Equipment into working condition as a result of such government regulations; and/or (l) manual or digital thermostats unless specifically included in the description of the applicable Service.

COMPENSATION, INVOICING, AND PAYMENT: Payment is due upon completion of work. Delinquent accounts are subject to interest at the rate of 1 1/2% per month, but not in excess of the maximum rate permitted under applicable law. Customer agrees to pay all expenses incurred by Service Experts for collecting any delinquent accounts, including, but not limited to reasonable attorney's fees, filing fees and associated costs. Service Experts shall invoice the Customer for all charges incurred in accordance herewith and such invoices shall be due upon completion of work for any Service for the inspection, tune-up, or maintenance of Equipment to be performed in a single service call. For any Service to be performed on multiple service calls or over a specified term, Customer may authorize payment by "Automatic Checking Acct Debit" or "Automatic Credit Card Debit", whereby Customer authorizes Service Experts to charge a monthly installment from Customer's account beginning one month after the application is approved. The automatic monthly payment will continue until a written notice of termination is received by Service Experts. As permitted by applicable law, upon renewal of this agreement, Customer agrees that Service Experts may change or increase the monthly installment charge and automatically debit such charge in connection with any changes to standard service fees. Cancellation will be subject to Service Experts then current refund policy.

SCHEDULING: Customer shall schedule a date for Service at the time of purchase or else authorize Service Experts to contact Customer at a later time to schedule the appointment. If any Service is not scheduled at the time of purchase, or if the appointment is cancelled or otherwise prevented from occurring, Service Experts will make three (3) reasonable attempts to schedule the appointment to complete the applicable Service. To the extent permitted by applicable law, in the event Service Experts cannot reach Customer after three (3) reasonable attempts or is not permitted to perform the Service after three (3) attempts to schedule such Service, then Customer agrees that Service Experts shall have fulfilled its obligations as to such Service hereunder, and Service Experts shall retain all funds associated with the purchase of such Service and be relieved of any further obligations to provide the Services.

CONSENT TO CONTACT: By entering into this Agreement, you expressly consent and permit Service Experts to contact you by phone (via live operator or automated call) to schedule and provide products and services associated with your purchase or service. You consent to receive future communications and advertising about the products and services we offer via phone, email or mail. You consent and agree that we may provide your contact information to our third party partners for use in marketing related products, services and extended warranties to you.

LIEN RIGHTS: Service Experts hereby notifies Customer that persons or companies furnishing labor or materials for the construction on Customer's land may have lien rights on Customer's land and buildings if not paid.

GOVERNING LAW: This Agreement shall be construed and governed by the laws of the State of Texas.

WAIVER: Service Experts' waiver of any breach by Customer of any of the provisions contained herein shall not constitute a waiver of any other breach of the same or any other provision. Service Experts' rights and remedies under any provision contained herein shall be in addition to and not in substitution or limitation of any other rights and remedies available to Service Experts under applicable law.

HEADINGS AND SEVERABILITY: The headings of the paragraphs of this Agreement are for convenience only and shall not be construed as adding meaning to the provisions. If a court determines that any part of this Agreement is unenforceable, the parties agree that only the portion of this Agreement that is so determined to be unenforceable and shall be stricken and that the remaining parts shall be unaffected.

ENTIRE AGREEMENT: This Agreement is the entire agreement of the parties and shall not be modified except by written change order issued and signed by Service Experts. No prior representations, inducements, promises, or agreements between the parties, whether oral or written, shall be of any force or effect and any said prior representations, inducements, promises, or agreements are hereby revoked and superseded. No terms stated by Customer in accepting or acknowledging this offer or otherwise shall be binding except as expressly incorporated herein by Service Experts. THIS OFFER IS EXPRESSLY LIMITED TO ACCEPTANCE UPON THE TERMS AND CONDITIONS CONTAINED HEREIN.

INDIANA ADDENDUM TO SERVICE EXPERTS' SERVICE ORDER

Consumer Inquiries May Be Directed To:

Customer Service Department
BW/Cook Service Experts
1835 Leer Drive
Elkhart, IN 46514
PHONE NUMBER: 877.628.2665

INDIANA'S OPPORTUNITY TO REPAIR ACT

INDIANA CODE ANNOTATED § 32-27-3 CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR OR BUILDER OF YOUR HOME. SIXTY (60) DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR OR BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR OR BUILDER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE BUILDER OR CONTRACTOR. HOWEVER, IF YOU UNREASONABLY REJECT A REASONABLE WRITTEN OFFER AND COMMENCE AN ACTION AGAINST THE BUILDER OR CONTRACTOR, A COURT MAY AWARD ATTORNEY'S FEES AND COSTS TO THE BUILDER OR CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.



MEMO

Date: November 13, 2023
To: Board of Public Works
From: James Gerald, IT Director
RE: Cisco security enterprise agreement

Board Members,

Attached you will find a contract approved by legal for a Cisco security enterprise agreement to be purchased through Indiana State QPA 12921, EDS #D20-3-12921. This agreement bundles our multifactor authentication and VPN services. The total cost of the agreement is \$203,837.15 with a duration of five years, resulting in an annual payment of \$40,767.43 per year. This agreement will save the city over \$14,000 per year.

It is requested that the Board of Public Works approves the attached Cisco security enterprise agreement and to grant James Gerald authority to sign and execute said agreement.

Thank You for your consideration.

James Gerald
IT Director



M E M O R A N D U M

From: Josh Holt, City of Elkhart Fleet Manager

Date: November 14, 2023

To: Elkhart Board of Works

RE: Request for Approval to Send Assets to Brolyn's Auction Company

Dear Board Members,

I am writing to request permission to send the listed assets to Brolyn's Auction Company, based in Elkhart, IN.

These assets are no longer serving the operational needs of our organization and are considered surplus. To maximize their value and facilitate their efficient disposal, we propose sending them to Brolyn's Auction Company. This company, located in Elkhart, IN, has a proven track record and is well-regarded for its expertise in handling auctions.

The timing for sending these assets aligns well with Brolyn's Auction Company's upcoming "Black Friday" auction, which is known to attract a significant audience. This event is their most watched and utilized auction of the year, providing an excellent opportunity to achieve optimal returns on the surplus assets.

We believe that auctioning these items during the Black Friday sale will not only streamline our asset management but also contribute to the fiscal well-being of our organization. The funds generated from this auction can be redirected to support other essential projects and initiatives.

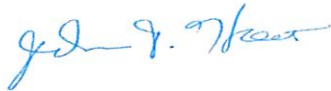
We assure the Board that all necessary precautions will be taken to comply with legal and ethical considerations throughout the auction process. Additionally, we will work closely with Brolyn's Auction Company to ensure a smooth and transparent transaction.

We kindly request the Board's approval to proceed with sending these assets to Brolyn's Auction Company.

If any Board members have questions or require additional information, please do not hesitate to contact me or my office.

Sincerely,

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 blue ink color.



M E M O R A N D U M

DATE: November 11, 2023
TO: Board of Public Works
FROM: Jacob Wolgamood, TIF Infrastructure Project Supervisor
RE: **Service Agreement for Digital Kiosks**

The Redevelopment Department, on behalf of the City of Elkhart, requests the approval of the Service Agreement (Agreement) between Blue Dot Equity, LLC and the City of Elkhart.

The Agreement provides the city digital displays for the purpose of transmitting city messaging, wayfinding, and ads for approved vendors. The service provider will produce all client content for digital display, work with city staff to regularly update content with events, notices, and alerts; supply analytic monthly reports, and other services as outlined in the Agreement.

The Agreement requires the City (Client) to provide for the costs of permits, inspections, site preparation, concrete sidewalk, concrete pedestal foundation, electrical supply, and electric service as outlined in the Agreement.

It is requested the Board of Public Works:

Approve the Service Agreement between Blue Dot Equity, LLC and the City of Elkhart for the installation and usage of digital displays.

Department of Law

John M. Espar
Corporation Counsel

Rose Rivera
City Attorney

Kevin Davis
Deputy City Attorney

Gina Jachimiak
Paralegal

Maria L. Leon
Paralegal



City of Elkhart

City with a Heart

Rod Roberson
Mayor

City Hall

229 S. Second St.
Elkhart, Indiana 46516

Fax: 574.522.6794

Tel: 574.294.5471 Ext. 1057

www.elkhartindiana.org

MEMORANDUM

November 16, 2023

To: Board of Works

From: Kevin Davis, Deputy City Attorney

RE: Settlement Jacqueline Deppe & Scott Williamson, 131 South Shore Drive, Elkhart, IN.

Dear Board:

On October 18, 2023, the City, through its Building and Street Departments, executed a property cleanup at 131 South Shore Drive, Elkhart, IN. This cleanup was performed without proper notice given to the resident.

The resident was able to recover their property with the exception of damage sustained to a solar panel. The residents state the value of the solar panel to be Three Hundred dollars (\$300.00).

The City, in an effort to resolve this matter and to make the defendant whole, has offered to replace the damaged solar panel. Settling this matter is in the best interest of the City since the agreed upon amount is well below the City's Twenty Five Thousand dollars (\$25,000) insurance deductible.

As such, I am requesting that the Board execute the settlement Agreement or in the alternative grant the Building Commissioner permission to execute the agreement. Thank you for your continued assistance in these matters.

Respectfully,

By: /s/ Kevin Davis
Kevin Davis
Deputy City Attorney



1717 E. Lusher Avenue, Elkhart, IN 46516 • (574) 293-5070 • EECmail@coei.org • www.elkhartindiana.org

MEMORANDUM

Date November 21st, 2023
 To Mike Machlan, Board of Works President
 From Jeff Zavatsky, Elkhart Environmental Center, Director
 Re EEC Cabin Siding replacement award, Quote #23-13

On November 8th, 2023, quotes were opened for Quote #23-13, EEC Cabin Siding Replacement project at the regular Board of Works meeting and tabled for review. The contract is to remove old siding and replace with concrete style; log siding. (1) Quote was received at the date and given to City staff for review.

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

Contractor	Quote Total
Helman Custom Carpentry	\$115,500

There were no discrepancies with the quotes.

Helman Custom Carpentry was the lowest responsive and responsible quote, and fulfilled the quote requirements.

Staff recommends the Board of Public Works:

Award the EEC Cabin Siding Replacement #23-13 , to Helman Custom Carpentry, who was the lowest, responsive and responsible quote with a contract price in the amount of \$ \$115,000



City of Elkhart



ELKHART
Environmental
— CENTER —

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MEMORANDUM

Date November 21st, 2023
To Mike Machlan, Board of Works President
From Jeff Zavatsky, Elkhart Environmental Center, Director
Re Cabin Doors, Glass and Windows Replacement Award, Quote #23-14

On November 8th, 2023, quotes were opened for Quote #23-14, EEC Cabin Doors, Glass, and Windows Replacement project at the regular Board of Works meeting and tabled to the next meeting. The contract is to replace all windows, doors, glass for the EEC and if feasible, use “bird safe” glass where appropriate. (1) quotes were received at the date and given to City staff for review.

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

Contractor	Quote Total
Helman Custom Carpentry	\$72,200

There were no discrepancies with the quotes.

Helman Custom Carpentry was the lowest responsive and responsible quote, and fulfilled the quote requirements.

Staff recommends the Board of Public Works:

Award the Cabin Doors, Glass and Windows Replacement, Quote #23-14 , to Helman Custom Carpentry, who was the lowest, responsive and responsible quote with a contract price in the amount of \$ 72,200.



City of Elkhart



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MEMORANDUM

Date November 21st, 2023
To Mike Machlan, Board of Works President
From Jeff Zavatsky, Elkhart Environmental Center, Director
Re Vault Toilets, Quote #23-04

On November 21st, 2023, quotes were opened for Quote #23-04 , Vault Toilets, at the regular Board of Works meeting. The contract is to purchase two (2) vault toilets (single stall and double stall units) for the EEC. () quotes were received at the date and given to City staff for review.

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

Contractor	Quote Total

There were no discrepancies with the quotes.

_____ was the lowest responsive and responsible quote, and fulfilled the quote requirements.

Staff recommends the Board of Public Works:

Award the purchase of Vault Toilets, Quote #23-04 , to _____, who was the lowest, responsive and responsible quote with a contract price in the amount of \$ _____



City of Elkhart

To be awarded at the end of the meeting.



MEMORANDUM

DATE: November 21, 2023
TO: Board of Public Works
FROM: Jeffrey Schaffer, Engineering *JTS*
RE: **Award Quote #23-18, Hively Avenue Overpass Demolition Contract #1
2701 South Main Street**

At the November 21, 2023, Board of Public Works meeting, quotes were opened for Quote #23-18, Hively Avenue Overpass Demolition Contract #1. The results are as follows:

Contractor	Quote

The project is funded through a previous Council appropriation for the Hively Avenue Overpass project.

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

Award Quote #23-18, Hively Avenue Overpass Demolition Contract #1 (2701 South Main Street), to _____, who submitted the lowest responsive quote, with a contract price in the amount of \$ _____.