

CITY OF ELKHART
BOARD OF PUBLIC WORKS MEETING
AGENDA

Common Council Chambers
9:00 A.M., Tuesday, April 2, 2024

<https://coei.webex.com/coei/j.php?MTID=mc0ad575dacab5b79b0abf0649273c52f>

Join by phone: 1-415-655-0001

Meeting Number (access code): 2310 891 3166 Meeting password: BOW24

- I. Roll Call**
- II. Approve Agenda**
- III. Open Bids & Quotes**
 - Bid #24-06 Public Works Reroof Projects
 - Quote #24-14 McNaughton Park Concrete Pads
 - Quote #24-15 Pierre Moran Parking Lot Improvements
 - Quote #24-16 Property Maintenance
- IV. Public Hearing: Preliminary Engineering Report to Obtain Assistance from the Clean Water State Revolving Fund**
- V. Claims & Allowance Docket**
- VI. Minutes Regular Meeting March 19, 2024**
- VII. Utilities**
 - a.) Administration
 - 2024 Transfer Schedule for Water, Wastewater, and Stormwater Funds
 - CSO Operational Plan Update
 - 2024 Spring Watermain Flushing
 - b.) Water Quality
 - Heaton Lake Connection
- VIII. Engineering**
 - a.) Administration
 - Baker Tilly Contract Amendment- IURC Report
 - Baker Tilly Agreement- Oakland Tank Phase B
 - Barnes and Thornburg Agreement- Oakland Tank Phase B
 - Request Bid #24-08 Hively Ave. Overpass Demolition Contract #4
 - Request Quote #24-17 Gause Lot Repairs
 - Release of Easement Rights, Lots 7A & 8 Elkhart East Area D Phase II
 - Request Bid #24-07 2024 Asphalt Crack Seal Project
 - Request Quote #24-18 Benham Ave. Multiuse Path Solar Lighting
 - b.) Utility
 - Partial Payment SRF #20 to DLZ: Oakland Ave. Project B Storage Tank Design

- Partial Payment SRF #21 to DLZ: Oakland Ave. Project B Storage Tank Design
- Partial Payment #10 to C&E Excavating: Oakland Ave. Forcemain Phase A SA 7878
- BOW Resolution 24-R-09 Ames Lift Station No 20 Replacement Appropriation
- Award Bid #24-04 Lift Station 20 Replacement Project

c.) Summary

- Water Assessments
- Sewer Assessments
- Revocable Permits

IX. New Business

- Economic Development Partnership Grant- Elkhart Sister Cities Association
- Request Quote #24-13 Tree Removal North
- PSA with American Structurepoint for Public Safety Building Program Study Scope
- Board of Works Resolution 24-R-08 Concord Mall Parking Area Lease Agreement Addendum
- Request for Fixed Asset Unit Transfer between Cemetery Department and Central Garage Motor Pool
- Request to Send Vehicles and Equipment to Auctions
- ARP Subrecipient Grants with Good Will Industries and Heart City Health

X. Award Quotes:

- Quote #24-14 McNaughton Park Concrete Pads
- Quote #24-15 Pierre Moran Parking Lot Improvements
- Quote #24-16 Property Maintenance Services

XI. Public Participation

XII. Adjournment

Board of Public Works
CLAIM AND ALLOWANCE DOCKET

I HEREBY CERTIFY THAT EACH OF THE ABOVE LISTED VOUCHERS AND INVOICES OR BILLS ATTACHED THERETO ARE TRUE AND CORRECT AND I HAVE AUDITED SAME IN ACCORDANCE WITH IC 5-11-10-1.6. I ALSO HEREBY CERTIFY THAT THESE VOUCHERS AND INVOICES REPRESENT GOODS AND/OR SERVICES THAT ARE FOR THE BENEFIT OF THE CITY OF ELKHART AND THAT APPROPRIATIONS FOR THESE EXPENDITURES HAVE BEEN DULY MADE OR OTHERWISE AUTHORIZED BY THE CITY COUNCIL AND OTHER APPROPRIATE AUTHORITY.

March 27

,2024



JAMIE ARCE - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF \$6,183,381.28 AS LISTED ON THE REGISTER ATTACHED HERETO CONSISTING OF 27 PAGES, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 2ND DAY OF APRIL 2024 BY:

PRESIDENT

MICHAEL C. MACHLAN

VICE PRESIDENT

JAMIE ARCE

MEMBER

RON DAVIS

MEMBER

ROSE RIVERA

MEMBER

ANDY JONES

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE

City of Elkhart
Controller's Office

Board of Public Works

Accounts Payable Summary 4.2.2024

Individual Claims Over \$25,000 each:

Fund	Vendor	Description	Amount
6203	MISHAWAKA-F, LLC	FORD TRUCK	\$ 27,245.00
2201	MACALLISTER MACHINERY COM	Extensive repairs on Street Paver	\$ 32,446.79
4436	UNITED STATES AUTO CLUB, INC.	2024 EDIT GRANT	\$ 50,000.00
7739	ONB BENEFITS ADMINISTRATION LLC	Work comp claim funding	\$ 113,907.37
6203	WOLF PACK LLC	PROPERTY ACQUISITION - 907 FREMONT ST	\$ 121,500.00
6203	CAPSTONE II	PROPERTY ACQUISITION - 1007 FREMONT	\$ 132,500.00
4450	PREMIUM CONCRETE SERVICES, INC.	Cassopolis St Improvements	\$ 206,975.04
2201	WEST SIDE TRACTOR SALES	JD Skid steer and JD excavator	\$ 207,482.49
7739	MCGOWAN & COMPANY, INC	2024 CITY GENERAL LIABILITY INSURANCE - 2ND PMT	\$ 325,407.01

Total Claims over \$25,000	\$ 1,217,463.70
Regular Claims under \$25,000:	\$ 495,347.83
Total Regular Departmental Claims:	\$ 1,712,811.53

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

7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS-PHARMACY	\$ 25,126.35
7704	ANTHEM INSURANCE COMPANIES INC	ADMINISTRATIVE FEES - MEDICAL	\$ 39,894.52
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS-MEDICAL	\$ 59,454.82
7704	ANTHEM INSURANCE COMPANIES INC	SPECIFIC STOP LOSS - MEDICAL	\$ 87,971.15

Total Pre-Approved over \$25,000:	\$ 212,446.84
Total Pre-Approved Claims under \$25,000:	\$ 153,545.49
Total Pre-Approved Claims:	\$ 365,992.33

American Rescue Plan Claims:

2474

Total American Resuce Plan Claims: \$ -

UTILITY REFUNDS

\$ 1,142.98

Payroll and Pension Payments:

Police & Fire Pension	\$ 388,245.77
Bi-weekly Payroll	\$ 3,715,188.67
Total Payroll:	\$ 4,103,434.44

Total All Claims, Internal Payments, and Payroll: \$ 6,183,381.28

(a) Claims with rigid payment deadlines. As provided for in the Elkhart Municipal Code §33.415, certain payments may be made prior to review and approval by the Board of Public Works. Typically such payments include utility bills, credit card bills, central services, association dues, employer-paid benefits, training, and employee reimbursements. Unusual items in excess of \$25,000 are noted in detail.

BOARD OF PUBLIC WORKS

Tuesday, March 19, 2024

Vice- President Jamie Arce called a regular meeting of the Board of Public Works to order at 9:00 a.m., Tuesday, March 19, 2024. Clerk of the Board Nancy Wilson called the roll. Jamie Arce, Ron Davis, Andy Jones, and Rose Rivera attended in person. Mike Machlan was absent. Jamie noted the time was after 9:00 a.m. and no more bids or quotes would be accepted.

1. Approve Agenda

A motion was made by Rose Rivera and seconded by Ron Davis to approve the agenda. On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the agenda was amended by adding under New Business items 5,6, and 7 Short Term Disability Plan with Reliance Standard, Request to Quote #24-16 Property Maintenance Services, and Award the Purchase of a Ford Maverick. The amended agenda carried 4-0.

2. Open Bids and Quotes

Bid #24-04 Lift Station 20 Replacement

Proof of publication was presented which appeared in The Elkhart Truth on March 2 and March 9, 2023. The following bids were received:

Selge Construction submitted a signed and certified bid summary form with all items checked. The base bid was \$829,647.50.

HRP Construction submitted a signed and certified bid summary form with all items checked. The base bid was \$1,056,800.00.

TGB Unlimited Inc. submitted a signed and certified bid summary form with all items checked. The base bid was \$1,251,350.00.

Niblock Excavating submitted a signed and certified bid summary form with all items checked. The base bid was \$935,727.50.

John Boettcher Sewer & Excavating submitted a signed and certified bid summary form with all items checked. The base bid was \$1,200,547.85.

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board referred the bids to the staff of Public Works and Utilities for their review and recommendation at a future meeting.

Quote #24-10 Goshen Avenue and Blazer Blvd. River Greenway Intersection Improvement

Premium Concrete Services submitted a quote for \$38,368.00. Selge Construction Company submitted a quote for \$73,957.00. On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board referred the bids to the Engineer for his review and recommendation at a future meeting.

3. Claims & Allowance Docket

On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board approved the claims and allowance docket in the amount of \$3,528,939.89, consisting of 25 pages as prepared on March 13, 2024 at 10:19 a.m.

4. Minutes Regular Meeting March 5, 2024

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved the minutes from the Regular meeting on March 5, 2024.

BOARD OF PUBLIC WORKS
Tuesday, March 19, 2024

5. Utilities

(A.) Administration

Board of Works Resolution 24-R-06 Appropriation

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved Board of Works Resolution 24-R-06, a Resolution to appropriate \$8,000.00 to 6201-5-813-7360000 and \$8,000.00 to 6101-5-733-6360000 for the SCADA software provider contract with Q-Mation.

Water Utility MRO for February 2024

On motion by Rose Rivera, seconded by Ronnie Davis and carried 4-0, the Board accepted and placed on file the Water Utility MRO for February 2024.

(B.) Pretreatment

2023 Significant Industrial Users- Significant Noncompliance (SNC)

Pretreatment Manager Steve Brown explained the requirement to publish the SNC's as defined in the City's Sewer Use Ordinance. On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board granted the Pretreatment staff permission to move forward with the publication process in order to publish in the Elkhart Truth the Significant Industrial Users that were in Significant Non Compliance in 2023.

6. Engineering

(A.) Administration

2024 Position Title Modernization

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved the Modernized 2024 Position Titles for the Utility.

Declaration of Emergency- Tornado Siren Repairs and Replacements

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board declared an emergency for the repairs to the City's Tornado Siren System.

Release the Joint Access Easement from Lot 5B of "SECOND REPLAT OF LOT 5 FRANK'S ADDITION"

On motion by Rose Rivera, seconded by Ronnie Davis and carried 4-0, the Board released the Joint Access Easement from Lot 5B of "SECOND REPLAT OF LOT 5 FRANK'S ADDITION" and authorized the staff to record the document.

Temporary Traffic Control: "STOP ALL WAY" East Jackson Blvd. and Clark Street

On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board approved the temporary traffic control for East Jackson Blvd. and Clark Street, and authorized the installation of "STOP ALL WAY" signs at each approach.

PSA with DLZ Indiana for the ADA Transition Plan Update- Buildings

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board authorized the Board Vice-President to execute the Professional Services Agreement with DLZ Indiana for the ADA Transition Plan Update- Buildings with a contract price of \$37,000.00.

Request Quote #24-14 McNaughton Park Concrete Pads

On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board granted permission to Request Quote #24-14 McNaughton Park Concrete Pads.

Request Quote #24-15 Pierre Moran Parking Lot Improvements

On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board

BOARD OF PUBLIC WORKS

Tuesday, March 19, 2024

granted permission to Request Quote #24-15 Pierre Moran Parking Lot Improvements.

(B.) Utility

Board of Works Resolution 24-R-07 Appropriation Oakland Avenue Project B Property Acquisition

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved Board of Works Resolution 24-R-07 appropriating \$254,000.00 to the Sewer Project Coordination Fund 6203-5-999-7999999 for the Oakland Avenue Project B Property Acquisitions.

Change Order #6 Elkhart WWTP Capacity Upgrades Phase 2 Bid #21-13 QA7634

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved Change Order #6 for the Elkhart WWTP Capacity Upgrades Phase 2 project in the amount of \$48,096.00, bringing the new Contract Price to \$27,346,047.96.

7. New Business

Updated 2024 Use & Event Permit

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved the revised 2024 Use and Events Permit.

Disposal of Fixed Assets- Elkhart Police Department

On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board granted permission for the Elkhart Police Department to dispose of computer items that are beyond their service life.

Economic Development Partnership Grant- The United States Auto Club Grand Prix Event

On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board approved the Economic Development Partnership Grant for The United States Auto Club Grand Prix Event in the amount of \$50,000.00.

Economic Development Partnership Grant- The Center for Business Excellence

On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board approved the Economic Development Partnership Grant for the Center for Business Excellence in the amount of \$15,000.00.

Short Term Disability Insurance with Reliance Standard

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved the change in the contract with Reliance Standard for the Short-term Disability benefit.

Request Quote #24-16 Property Maintenance Services

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board granted permission for Permit Development Services to request Quote #24-16 Property Maintenance Services.

Award Quote #24-12 Ford Lightning for E.E.C.

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board awarded Quote #24-12 to Jordan Ford for the purchase of one Ford F150 Lightning electric vehicle in the amount of \$70,170.00 for the Elkhart Environmental Center.

BOARD OF PUBLIC WORKS
Tuesday, March 19, 2024

8. Use & Event Permits

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved the following permits:

- Curbside Concerts 5/10-6/28- Special Exception from Noise, Plaza Sign
- Junk in the Trunk 6/23- Street Closure, Plaza Sign
- National Day of Prayer 5/2- Central Green Park, Special Exception from Noise, Public Assembly, Plaza Sign
- Front Line Pivotal Prayer Gatherings 6/30,7/28,8/25,9/29- Central Green Park, Special Exception from Noise, Public Assembly, Plaza Sign
- Heinniefest 8/2-8/3 Special Exception from Noise
- Hoosier Harley Davidson
3/23,4/12,4/27,5/10,5/18,6/7,6/22,7/12,7/27,8/9,8/24- Special Exception from Noise
- Leroy Robinson Fest on the Green 8/17- @ Central Green Park, Fencing, EPD, Temporary Street Closure, Special Exception from Noise, Public Assembly, Plaza Sign
- South Side Parade 8/17- Golf Carts, Risers, ESS, Plaza Sign, Public Assembly, Special Exception from Noise, Temporary Street Closures
- Cinco de Mayo 5/4- Central Green Park, City Plaza, Electric, Water, Fencing, EPD, Plaza Sign, Special Exception from Noise, Public Assembly, Temporary Street Closures, Plaza Sign
- Flags from the Heart 5/24-5/27- Lundquist- Bicentennial Park- Public Assembly
- Prayer on the Plaza 4/12- City Plaza, Electric, Public Assembly, Plaza Sign
- A Taste of Excellence 6/1- Roosevelt Park, Temporary Street Closure, Special Exception from Noise, Public Assembly
- First Fridays Community fest 5/3,6/7,7/5,8/2,9/6- Ulery Park, tents, Temporary Street Closures, Special Exception from Noise, Public Assembly
- Peace Officer Memorial Service 5/15- Chairs, Podium, Speaker/Sound System, Plaza sign, Public Assembly, Special Exception from Noise
- Corpus Christi Procession 6/2- ESS, Temporary Street Closure, Public Assembly, Special Exception from Noise
- Garcia Birthday Party 3/30- Special Exception from Noise

9. Adjournment

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board of Works adjourned at 9:54 a.m.

_____ Rose Rivera, member

Attest: _____ Nancy Wilson, Clerk of the Board

Memo



To: Board of Works
From: Timothy D. Reecer; Assistant Director of Public Works *TR*
Date: March 27, 2024
Re: Approval of 2024 Transfer Schedule

The attached schedule was established to facilitate the transfers for the Water, Wastewater, and Stormwater utilities from their respective revenue accounts to their respective expense accounts. These transfers are necessary to cover the monthly expenditures of the Utilities.

It is requested that the Board of Public Works:
Approve the 2024 Transfer Schedule for Water, Wastewater, and Stormwater funds.

**City of Elkhart
Monthly Transfers
FY 2024**

6101-5-731-6750000

6106 Water Revenue

Month	Operating Transfer-Out To 6101	(Capital) Water Depreciation Transfer-Out To 6103	Main Extension Transfer-Out To 6105	Tank Maintenance Transfer-Out To 6108	Pilot Transfer-Out To 1101 from 6101	Admin Fees Transfer-Out To 1101 from 6101
Jan	550,000	20,000	-	-	-	166,644.00
Feb	550,000	20,000	-	-	-	-
Mar	550,000	20,000	-	-	-	-
Apr	550,000	20,000	-	-	-	-
May	550,000	20,000	-	-	-	-
Jun	550,000	20,000	-	-	-	-
Jul	550,000	20,000	-	-	-	-
Aug	550,000	20,000	-	-	-	-
Sep	550,000	20,000	-	-	-	-
Oct	550,000	20,000	-	-	-	-
Nov	550,000	20,000	-	-	-	-
Dec	550,000	20,000	-	-	-	-
Annual Total	6,600,000	240,000	-	-	-	166,644

Above Total	6,600,000	240,000	-	-
1/1/2024	1,785,834	1,457,177	695,359	1,135,925
2023 Encumbered	(359,322)	(752,682)	(635,000)	(530,100)
2024 Budget	(7,545,363)	(934,000)	-	(550,000)
2024 Appropriations	(72,800)	-	-	-
12/31/24 est Bal	408,348	10,494	60,359	55,825

Water Revenue Fund 6106	
As of 1/1/2024	
\$	1,015,989.35 Current Balance
\$	7,800,767.00 Estimated 2024 Revenue
\$	(6,840,000.00) Remaining 2024 Transfers
\$	1,976,756.35

**City of Elkhart
Monthly Transfers
FY 2024**

6206 Wastewater Revenue

6201-5-811-7750000

Month	Transfer-Out To 6201	Transfer-Out To 6203	Transfer-Out To 6204	Transfer-Out To 6207	Bond and Interest To 6202	Bond Reserve To 6208	Pilot Transfer-Out To 1101	Admin Fees Transfer-Out To 1101
Jan	755,000	226,000	-	75,000	316,242	39,609	-	208,305.00
Feb	755,000	226,000	-	75,000	316,242	39,609	-	-
Mar	755,000	226,000	-	75,000	316,242	39,609	-	-
Apr	755,000	226,000	-	75,000	382,052	39,609	-	-
May	755,000	226,000	-	75,000	382,052	39,609	-	-
Jun	755,000	226,000	-	75,000	382,052	39,609	-	-
Jul	755,000	226,000	-	75,000	382,052	39,609	-	-
Aug	755,000	226,000	-	75,000	382,052	39,609	-	-
Sep	755,000	226,000	-	75,000	382,052	39,609	-	-
Oct	755,000	226,000	-	75,000	382,066	39,609	-	-
Nov	755,000	226,000	-	75,000	382,066	39,609	-	-
Dec	755,000	226,000	-	75,000	382,066	39,609	-	-
Annual Total	9,060,000	2,712,000	-	900,000	4,387,236	475,308	-	208,305

Above Total 9,060,000.00 2,712,000 900,000 4,387,236 475,308

1/1/2024 Bal	2,687,009	5,845,279	1,011,334	4,485
2023 Encumbered	(263,797)	(5,616,507)	(324,003)	-
2024 Budget	(9,596,450)	(1,577,820)	-	(420,000)
2024 Appropriations	(8,000)	(1,291,577)	-	-
12/31/24 est Bal	1,878,762	71,376	687,331	484,485

*Operating fund must remain at 2 months projected disbursements

Wastewater Revenue Fund 6206	
As of 1/1/2024	
\$	2,222,636.03 Current Balance
\$	16,045,855.00 Estimated 2024 Revenue
\$	(17,534,544.00) Remaining 2024 Transfers
\$	733,947.03

Operating Fund Reserve	
2024 Budget	9,868,247
2 Months	16.67%
Positive var.	1,644,708
12/31/24 est Bal	234,054
	1,878,762

**City of Elkhart
Monthly Transfers
FY 2024**

6501 Stormwater Revenue		6501-5-931-7750000	
Month	To 6501	Transfer-Out To 6504	Admin Fees Transfer-Out To 1101
Jan	-	-	41,661.00
Feb	-	-	-
Mar	-	-	-
Apr	-	-	-
May	-	-	-
Jun	-	-	-
Jul	-	-	-
Aug	-	-	-
Sep	-	-	-
Oct	-	-	-
Nov	-	-	-
Dec	-	-	-
Annual Total	-	-	41,661

Above Total	-	-
01/01/2024 Bal	1,343,321	921,280
2023 Encumbered	(37,535)	(302,282)
2024 Budget	(967,378)	-
12/31/24 est Bal	338,408	618,997

Stormwater Revenue Fund 6506	
As of 1/1/2024	
\$	1,343,321.00 Current Balance
\$	1,011,850.00 Estimated 2024 Revenue
\$	- Remaining 2024 Transfers
\$	2,355,171.00



M E M O R A N D U M

Date March 26, 2024
To Board of Public Works
From Bryan Cress, Regulatory Compliance Manager *Bgc*
RE CSO Operational Plan Update

Public Works and Utilities is requesting the approval of the attached Combined Sewer Overflow Operational Plan (CSO Op Plan). This is an update to the CSO Op Plan. Maintaining a current CSO Op Plan is a requirement of our Consent Decree and our National Pollutant Discharge Elimination System permit. The changes are mainly minor updates and corrections to processes, equipment, budgets, and preventative maintenance activities. I have included a full copy of the updated plan and a changes-tracked copy of those pages that were changed.



M E M O R A N D U M

DATE: March 27, 2024
TO: Board of Public Works
FROM: Martin Noffsinger, Network System Supervisor *MON*
RE: **2024 Spring Watermain Flushing**

The Elkhart Public Utilities will begin the 2024 spring watermain flushing on Sunday April 28th at 6:00 a.m. and will continue through Wednesday May 15th at 3:00 p.m. Operations will begin daily at 6:00 a.m. and continue until darkness in some areas. Watermain flushing will not take place on Election Day Tuesday May 7th.

Please find attached the flushing schedule, a press release, and an overview map for your review.

2024 SPRING WATERMAIN FLUSHING SCHEDULE

As a courtesy to our customers, we want to inform you that Elkhart Public Utilities will begin the spring watermain flushing on Sunday April 28th at 6:00 a.m. and will continue through Wednesday May 15th at 3:00 p.m. Watermain flushing will not take place on Election Day Tuesday May 6nd.

The utility warns residents that on the day when flushing is scheduled for their area, residential drains should be plugged in flood prone areas. All residents can help by making sure inlets and catch basins near their homes are clear of debris.

Since flushing will discolor the water, it is advised not to launder clothing when flushing is in progress within the area. Some discoloration will occur in areas not on the schedule that particular day.

Operations will begin daily at 6:00 am and continue until darkness in some areas. Please use extra caution when driving through flushing areas.

Pressures will be reduced in certain areas as a result of the flushing. This will be a temporary condition.



M E M O R A N D U M

Date: 03/26/2024
To: Board of Public Works
From: Daragh Deegan, Water Quality Manager
RE: Heaton Lake Connection

Public Works and Utilities respectfully requests the Board's approval for the proposed connection of 23023 CR 4 to the Heaton Lake System. The Elkhart County Regional Sewer District (ECRSD), who owns and operates the Heaton Lake System has requested approval of this connection. Per the City of Elkhart's Inter-local Agreement with the ECRSD, any non-residential connections to the Heaton Lake System require Board of Public Works approval.

The connection in question is a small non-profit named Catsnip, who is partnering with the Elkhart County Humane Society to humanely reduce the feral cat population in the County. Public Works staff has reviewed this request, has determined that the property in question is within the area serviced by the Heaton Lake System, and is in favor of allowing them to connect.

The following is requested from the Board of Public Works:

Approve the connection of the proposed Catsnip facility, located at 23023 CR 4, to the Heaton Lake Sewer System.

Elkhart County Regional Sewer District

March 18th, 2024

City of Elkhart

1201 South Nappanee St.

Elkhart, IN 46516

Attention: Tory Irwin

To whom it may concern,

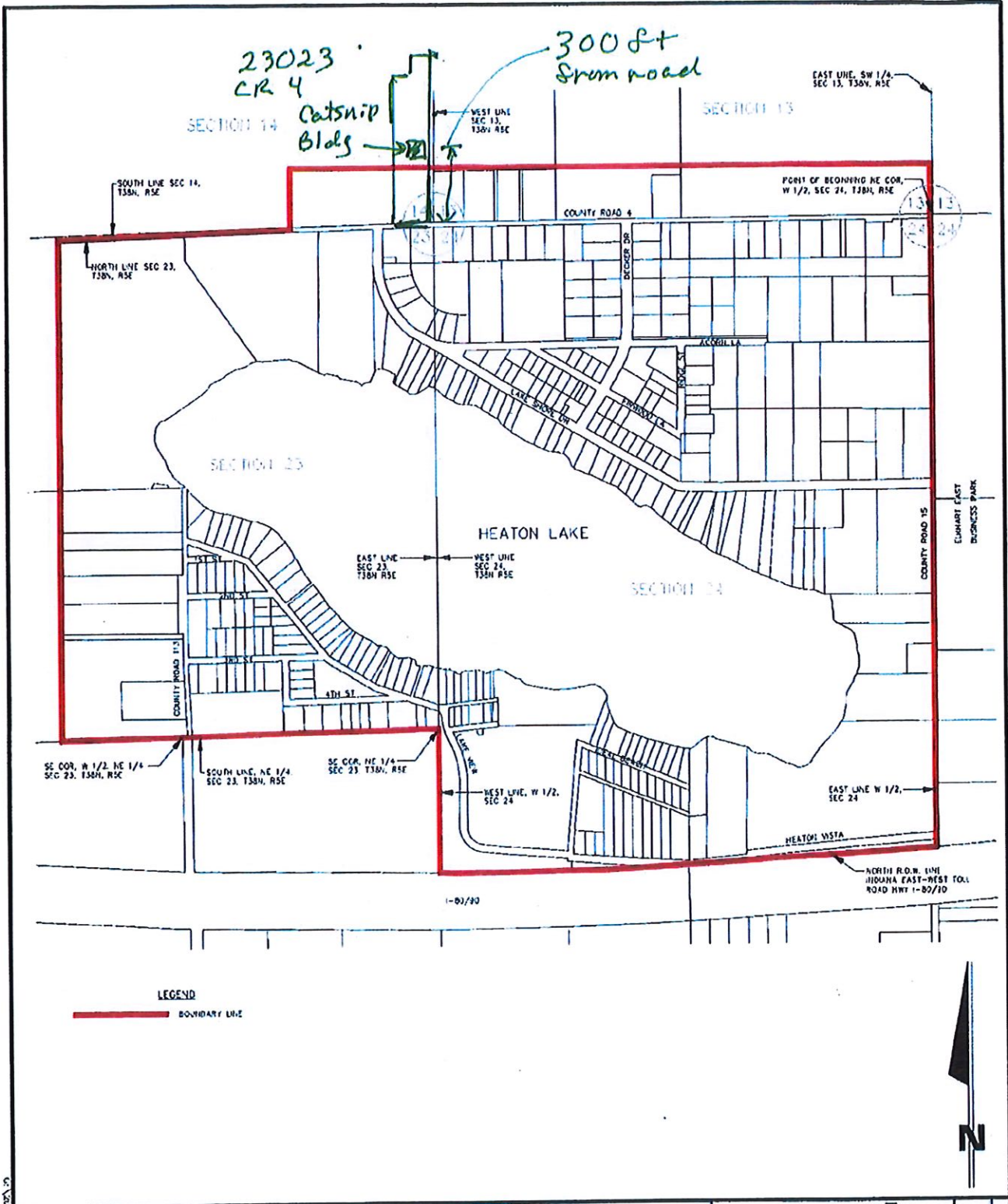
Catsnip Etc. is a small non-profit organization whose main goal is to humanely reduce and stabilize the free-roaming cat population. They are current owners of 23024 CR 4, Elkhart, IN 46514, which is partially located in the Heaton Lake Service Area.

During our March 6th Board Meeting, a Catsnip Etc. representative presented their site project plan to our Board members. After all questions were answered, the Board was informed of the partial land located outside of our service area, with an approximate 300 ft. from the road. We are reaching out to request permission for expansion and confirmation of capacity to provide our services to this organization. Attached to this email you will find more information regarding their project plans, if any further information is needed, please contact our Utilities Coordinator, Jackie Masters at 574-971-4583 or at JMasters@elkcutility.in.gov. As always, we appreciate your considering our request.

Sincerely,

Scott Robinia, *President*

Elkhart County Regional Sewer District



HEATON LAKE SEWER DISTRICT BOUNDARY LINE

NOT TO SCALE



WIGHTMAN PETRIE, INC.
CONSULTING ENGINEERS &
LAND SURVEYORS
4703 CHESTER DAM
ELKHART, IN 46516
PHONE: (874)-293-7702
FAX: (874)-294-9117

DRAWING TITLE
EXHIBIT



M E M O R A N D U M

DATE: March 22, 2024
TO: Board of Public Works
FROM: Tory Irwin, Director of Public Works *TI*
RE: **Engagement Contract Amendment - Baker Tilly - IURC Report**

The Utility is requesting to engage Baker Tilly Municipal Advisors (Baker Tilly) for assistance with the Indiana Utility Regulatory Commission (IURC) Annual Report. Baker Tilly will provide accounting assistance with the water utility annual report as required by the IURC.

The assistance will provided on an as-needed, hourly rate. This Amendment to the previous Contract with Baker Tilly has been reviewed and approved by the Controller's Office and Legal.

It is requested the Board of Public Works:

Approve the Engagement Contract Amendment with Baker Tilly Municipal Advisors for the IURC Annual Report assistance.

RE: Indiana Utility Regulatory Commission Annual Financial Report – Water Utility
DATE: February 20, 2024

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

SCOPE OF WORK

Baker Tilly Municipal Advisors (BTMA) agrees to furnish and perform the following services as requested.

A. Indiana Utility Regulatory Commission (IURC) Annual Report

1. Client will provide BTMA a detailed trial balance and any supporting schedules necessary to support the trial balance totals.
2. Client will provide BTMA with non-depreciable and depreciable capital asset additions and deletions for the reporting year. BTMA will assist Client to compute depreciation expense and accumulated depreciation based on IURC capital asset requirements.
3. Assist Client with the preparation of necessary accrual conversion adjustments to meet IURC reporting requirements for assets, receivables, payables and other liabilities.
4. Assist Client with the preparation of necessary revenue and expense classification adjustments to meet IURC reporting requirements.
5. Obtain billing details to provide revenue information by IURC Uniform system of Accounts (USoA) number.
6. Analyze expense accounts to provide necessary IURC USoA classification.
7. Summarize data request for executive summary and operational section of the report and work with appropriate contacts to gather data.
8. Prepare IURC annual report for review and submission to the IURC.

COMPENSATION AND INVOICING

BTMA's fees for services set forth in the Scope Appendix will be billed at BTMA's standard billing rates based upon the actual time and expenses incurred and will not exceed Thirty Thousand Dollars (\$30,000) without further authorization from the Client.

Standard Hourly Rates by Job Classification
12/1/2023

Title	Hourly Rate
Partners / Principals / Directors	\$400 - \$600
Managers / Senior Managers	\$275 - \$400
Consultants / Analysts / Senior Consultants	\$175 - \$275
Support / Paraprofessionals / Interns	\$110 - \$175

- *Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred by BTMA except for direct, project-related expenses such as travel costs.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

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

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

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

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

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

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

Termination

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

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

Sincerely,



Andre J. Riley, Principal

Signature Section:

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

Name: _____

Title: _____

Date: _____

Approved as to
form and legality





M E M O R A N D U M

DATE: March 22, 2024
TO: Board of Public Works
FROM: Tory Irwin, Director of Public Works *TI*
RE: **Oakland Tank Phase B – Baker Tilly Municipal Advisors Agreement**

Per the City's CSO Consent Decree, the Oakland Tank project is moving forward. We have broken the project into 4 components for affordability and constructability purposes.

Phase B of the 4 part Oakland Project is well underway. Design is wrapping up this year, and bid documents will be going out in the Fall of 2024. Phase B of the project is the Tank and piping in and around the Tank site.

In order to move forward, we will require Sewage Works Revenue Bonds. We have reached out to Baker Tilly Municipal Advisors, LLC (Baker Tilly) to provide the Bond Financial/Accounting Services. The costs for this Agreement will be requested for reimbursement through an SRF loan, if we are granted an SRF loan.

This Agreement has been reviewed and approved by the Controller's Office and Legal.

It is requested the Board of Public Works:

approve the Agreement between the City and Baker Tilly for the Oakland Tank, Phase B Sewage Work Revenue Bonds.

RE: Municipal Advisory Services - Debt Issuance, Arbitrage, Attestation – Municipal Sewage Works
DATE: February 13, 2024

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

SCOPE OF WORK

Baker Tilly Municipal Advisors, LLC (BTMA) agrees to furnish and perform the following services for the Client.

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a Project), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
4. Assist the Client in selecting an approach for a Project.
5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
7. Assist Client in coordinating the activities of the working group for a Project as needed.
8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
9. Assist the Client with other components of a Project as requested and agreed upon.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a Transaction), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the issuance (the Debt Obligation).
2. Assist the Client in determining an appropriate method of sale for the Debt Obligation (e.g., competitive, negotiated, private placement.)
3. Provide for the Client's consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.
4. Advise the Client on current market conditions, financial impacts of federal, state, or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.

5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
6. Assist the Client in the analysis of utilizing credit enhancement and aid in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.
7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
8. Assist Client in identifying other professional services that may be necessary for the issuance or post -issuance requirements of the Debt Obligation.
9. Assist the Client in connection with the preparation, composition, review, and distribution of an offering document (e.g., Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project, and the Debt Obligation.
10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, and official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.
13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

C. Accounting Report for Official Statement (Compilation Accounting Services)

In conjunction with the issuance of the Bonds, BTMA will compile forecasted financial statements and supplementary data for each calendar year through project completion, in accordance with standards established by the American Institute of Certified Public Accountants for inclusion in the Official Statement, taking into consideration the forecasted impact of the revision in rates and charges and a new test year, if necessary, which is anticipated to be not less than four (4) months old at the time of issuance of the Bonds.

D. State Revolving Fund (SRF) Application (Compilation Accounting Services)

1. Assist with the preparation of the financial portions of the application to the SRF disclosing technical data, information and schedules concerning the Bonds and the Client needed by the SRF.
2. Issue a compilation accounting report in connection with the issuance of the Bonds compiling a projection of debt service coverage resulting from the first full year of operation of the newly constructed improvements. The report will be prepared in accordance with standards established by the American Institute of Certified Public Accountants for inclusion in the SRF Financial Due Diligence if the SRF is the funding source of the improvements.
3. Provide additional information to the SRF or others as may be needed throughout the period between filing the application and closing the Bonds.
4. Analyze the terms proposed by the SRF and, when appropriate, suggest modifications of such terms for the Bonds.

5. Make recommendations to the Client for options to finance non-eligible project costs.
6. Prepare and submit at pre-closing, on behalf of the Client, the initial disbursement request form and supporting documentation.

E. Arbitrage Monitoring Services

BTMA shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service (IRS) Code and related U.S. Treasury regulations with respect to specified Debt Obligations for the reporting period designated for any such Debt Obligation.

In carrying out its duties, BTMA shall periodically, for each specified Debt Obligation:

1. Determine the arbitrage yield limit on the applicable Debt Obligation;
2. Determine the amount of any arbitrage payment due the IRS while taking into consideration applicable exceptions;
3. Notify Client and/or its designee of any liability amount;
4. Prepare for submission by Client the form(s) with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation.

Client agrees to timely provide BTMA with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
 - a. Date of purchase or acquisition;
 - b. Purchase price of investments including any accrued interest;
 - c. Face amount and maturity date;
 - d. Stated rate of interest;
 - e. Interest payment dates;
 - f. Date of sale, transfer, or other disposition;
 - g. Sale or disposition price; and
 - h. Accrued interest due on the date of sale or disposition.
4. The Client will provide copies of Debt Obligation offering or legal documents, including, but not limited to, the official statement, the information return filed upon issuance (Form 8038 or 8038-G), the arbitrage certificate, verification report and the bond ordinance/trust indenture.
5. Any other information necessary for BTMA to make the calculations required for the specified Debt Obligation.

The Client is responsible for notifying BTMA of any of the following:

- > additional or subsequent Debt Obligations that would require arbitrage compliance services;
- > redemptions/refundings of Debt Obligations that would affect the designated reporting period.

Our engagement will not include verifying that: proceeds were used for purpose expenditures; investments were purchased at market price; no amounts were paid to any party in order to reduce the yield on any investment; the Debt Obligation was appropriately structured or qualified as a tax-exempt offering; or information provided to us is complete and accurate.

During the performance of these procedures, it may become necessary for us to consult with your bond counsel and/or obtain information from them concerning interpretations of the above information as affected by applicable sections of the Internal Revenue Code. We will consult with you before any such action is initiated.

Subsequent changes in official interpretations of the tax law may require or permit revision of calculations by requiring or permitting a different methodology for the calculation of arbitrage rebate and yield reduction. We will be under no obligation to update our report for any events occurring, or data or information coming to our attention, subsequent to the issuance of our report.

Calculation and payment of any arbitrage rebate liability and yield reduction payment due is the responsibility of the Client. As such, management has the primary responsibility for the arbitrage rebate and/or yield reduction payment return which the Client may be required to file. You should review the report and calculations carefully upon receipt.

F. Parity Report (Agreed Upon Procedures)

1. Determine the provisions of the Bond Ordinance of the now outstanding bonds which govern the issuance of the subsequent debt debentures on parity with the existing bonds.
2. Advise the Client of the requirements necessary for meeting the parity provisions of the above documents.
3. Conduct such test, if eligible, of the Client's records as are necessary for the issuance of the proposed Bonds on parity with the now outstanding bonds.
4. Prepare a written report of the above tests for submission to the Client's attorneys for the inclusion in official transcripts of the proceedings in connection with the issuance of the Bonds.

COMPENSATION AND INVOICING

BTMA's fees for services set forth in the Scope Appendix will be billed at BTMA's standard billing rates based upon the actual time and expenses incurred unless otherwise noted below.

Scope Sections	Fee
A – D	\$70,000
E	Time & Expense
F	\$ 5,000

Standard Hourly Rates by Job Classification
12/1/2023

Title	Hourly Rate
Partners / Principals / Directors	\$400 - \$600
Managers / Senior Managers	\$275 - \$400
Consultants / Analysts / Senior Consultants	\$175 - \$275
Support / Paraprofessionals / Interns	\$110 - \$175

The above fees shall include all expenses incurred by BTMA except for direct, project-related expenses such as travel costs and charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity®.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

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

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

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

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

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

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

Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage, parity, (Sub-engagements) as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

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

Sincerely,



Andre J. Riley, Principal


Signature Section:

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

Name: _____

Title: _____

Date: _____

Approved as to
form and legality


COMPILATION AND PROJECTION REPORT APPENDIX

This Appendix is applicable to sections C and D in the Scope of Work.

Services and Related Report

We will compile, from information management provides, the Elkhart, Indiana, City Utilities' projected receipts, disbursements and debt service coverage as of December 31, 2025, 2026 and 2027, for the calendar years then ending, including the related summaries of significant assumptions and accounting policies. Upon completion of our compilation of the projection, we will provide the Elkhart, Indiana, City Utilities with our accountants' compilation report. If, for any reasons caused by or relating to the affairs or management of the Elkhart, Indiana, City Utilities we are unable to complete our compilation of your projection, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

A projection presents, to the best of management's knowledge and belief, the Elkhart, Indiana, City Utilities' expected financial position, results of operations and cash flows for the projection period. It is based on management's assumptions reflecting conditions it expects to exist and the course of action it expects would be taken during the projection period.. The projection is designed to meet Indiana State Revolving Fund Loan Program due diligence requirements and might not be useful for other purposes.

Our Responsibilities and Limitations

The objective of our compilation engagement is to apply accounting and financial reporting expertise to assist you in the presentation of the projection based on management's assumptions without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the projection in order for it to be in accordance with guidelines for presentation of a projection established by the AICPA.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence and due care.

A compilation of a projection differs significantly from an examination of projection. A compilation does not contemplate performing analytical procedures, obtaining an understanding of the Elkhart, Indiana, City Utilities' internal control, assessing risks of material misstatement, tests of accounting records or other procedures ordinarily performed in an examination.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the projection.

In order for us to complete the engagement, management must provide assumptions that are appropriate for the projection. If the assumptions provided are inappropriate and have not been revised to our satisfaction, we will be unable to complete the engagement, and, accordingly, we will not issue a report on the projection. Our engagement cannot be relied upon to identify or disclose any misstatements in the projection, including those caused by fraud or error, or to identify or disclose any wrongdoing within the Elkhart, Indiana, City Utilities or noncompliance with laws and regulations, and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, evidence that fraud may exist, illegal acts or noncompliance with laws or regulations that come to our attention, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Our Report

As part of our engagement, we will issue a report that will state that we did not examine or review the projection and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on it. It will also state that there will usually be differences between the projected and actual results because events and circumstances frequently do not occur as expected, and those differences may be material; and (2) we have no responsibility to update the report for events and circumstances occurring after the date of the report.

There may be circumstances in which the report differs from the expected form and content. You agree to include our compilation report in any document containing the projection that indicates that we have performed a compilation engagement on the projection and, prior to inclusion of the report, to ask our permission to do so.

Management's Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to assist you in developing the presentation of the projection in accordance with guidelines for presentation of a projection established by the AICPA. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1. The selection of the accounting principles applied in the preparation of the projection.
2. The preparation and presentation of the projection in accordance with guidelines for presentation of a projection established by the AICPA, the inclusion of all informative disclosures that are appropriate for the projection under those guidelines, and the development of assumptions that reflect your plans and expectations regarding events and circumstances for the projection period.
3. The design, implementation and maintenance of internal control relevant to the preparation and presentation of the projection and that it is free from material misstatement whether due to fraud or error.
4. The prevention and detection of fraud.
5. To ensure that Elkhart, Indiana, City Utilities complies with the laws and regulations applicable to its activities.
6. The accuracy and completeness of the records, documents, explanations and other information, including significant judgments, you provide to us for the engagement.

To provide us with:

- > Access to all information of which you are aware is relevant to the presentation of the projection, such as records, documentation and other matters.
- > Additional information that we may request from you for the purpose of the compilation engagement.
- > Unrestricted access to persons within Elkhart, Indiana, City Utilities of whom we determine it necessary to make inquiries.

AGREED-UPON PROCEDURES APPENDIX

This Appendix is applicable to section F in the Scope of Work.

Services and Related Report

We currently expect to perform the agreed-upon procedures specified and agreed to by you with respect to evaluating compliance by the City of Elkhart Sewage Works with certain conditions outlined in its outstanding bond ordinances which must be met before additional obligations, payable from the net revenues of the Sewage Works may rank on parity with its outstanding bonds (the "Parity Test"). The compliance with these conditions is the responsibility of the City of Elkhart Sewage Works (the responsible party). The intended purpose of this engagement is evaluate compliance by the responsible party. Prior to the completion of the engagement, you agree to provide us with written agreement and acknowledgement that the procedures performed are appropriate for this intended purpose.

We expect to issue a written report addressed to you upon the completion of our engagement that lists the procedures performed and our findings. You understand that our report is intended solely for your information and use and should not be used by anyone else and that this restriction will be indicated in a separate paragraph in our report. Our report will also contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. If, for any reason, we are unable to complete any of the procedures, or if we determine in our professional judgment the circumstances necessitate, we will describe in our report any restrictions on the performance of the procedures, or may withdraw and decline to issue a report as a result of this engagement.

Our Responsibilities and Limitations

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Determining the sufficiency of the procedures performed and their relationship to the intended purpose of the engagement is solely your responsibility. Consequently, we make no representation regarding the sufficiency of the procedures performed as a part of this engagement either for the intended purpose for which this report has been requested or for any other purpose.

Because the agreed-upon procedures specified do not constitute an examination or review, we will not express an opinion or conclusion on the responsible party's compliance with the provisions of the Parity Test. In addition, we have no obligation to perform any procedures beyond those specified by you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the Parity Test that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the Parity Test, we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

Management's Responsibilities

You are responsible for providing us with (1) access to all information of which the appropriate parties are aware is relevant to the performance of the agreed-upon procedures, (2) additional information that we may request from the appropriate parties for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the appropriate parties from whom we determine it necessary to obtain evidence related to the performance of the agreed-upon procedures.

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

At the conclusion of our engagement, you agree to provide certain representations in the form of a representation letter.

If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, you agree to provide a written representation that you have obtained from those additional specified parties, agreement to the procedures performed and acknowledgment that those procedures are appropriate for their purposes.



M E M O R A N D U M

DATE: March 22, 2024
TO: Board of Public Works
FROM: Tory Irwin, Director of Public Works *TI*
RE: **Oakland Tank Phase B - Barnes and Thornburg Agreement**

Per the City's CSO Consent Decree, the Oakland Tank project is moving forward. We have broken the project into 4 components for affordability and constructability purposes.

Phase B of the 4 part Oakland Project is well underway. Design is wrapping up this year, and bid documents will be going out in the Fall of 2024. Phase B of the project is the Tank and piping in and around the Tank site.

In order to move forward, we will require Sewage Works Revenue Bonds. We have reached out to Barnes and Thornburg to serve as Bond Counsel. The costs for this Agreement will be requested for reimbursement through an SRF loan, if we are granted an SRF loan.

This Agreement has been reviewed and approved by legal.

It is requested the Board of Public Works:

approve the Agreement between the City and Barnes and Thornburg for the Oakland Tank, Phase B Sewage Work Revenue Bonds.

BARNES & THORNBURG LLP

201 S. Main Street, Suite 400
South Bend, IN 46601-2130 U.S.A.
(574) 233-1171
Fax (574) 237-1125

www.btlaw.com

Randolph R. Rompola
(574) 237-1244
randy.rompola@btlaw.com

March 6, 2024

John M. Espar, Corporation Counsel
CITY OF ELKHART, INDIANA
229 S. Second Street
Elkhart, Indiana 46516

Re: City of Elkhart, Indiana, Sewage Works Revenue Bonds, Series 2024

Dear John:

The purpose of this letter is to set the terms and conditions under which our Firm will serve as bond counsel to the City of Elkhart, Indiana (the "City") in connection with the proposed issuance of the above-referenced sewage works revenue bonds of the City (the "Bonds") for the purpose of funding improvements to the City's sewage collection system and the payment of the costs of issuance of the Bonds (the "Transaction"). It is our understanding that Baker Tilly Municipal Advisors, LLC will be serving as municipal advisor for the City in the Transaction (the "Municipal Advisor").

I am enclosing our Standard Terms of Engagement for Legal Services dated October 2021, setting forth the standard terms upon which our Firm accepts client engagements. Our engagement by you in this matter will be governed by these standard terms to the extent not expressly modified by this letter. In particular, by signing this letter, you agree that we may represent other clients in certain matters adverse to you as described in the Standard Terms of Engagement for Legal Services under the caption "**Waiver of Certain Potential Conflicts of Interest.**"

Identity of Client

It is important from the outset of our relationship that we have a clear understanding as to the identity of our client. Our only client in this matter is the City, and not any of its agencies, instrumentalities, boards, commissions, officials, officers, employees or other affiliates. You have agreed that our representation of the City in this matter will not give rise to any attorney-client relationship between our Firm and any agency, instrumentality, board, commission, official, officer, employee or other affiliate of the City. You have also agreed that, during the course of our representation of the City in this matter, our Firm will not be given any confidential information regarding any agency, instrumentality, board, commission, official, officer, employee or other affiliate of the City. Accordingly, our Firm's representation of the City in this matter will not give rise to any conflict of interest in the event other clients of our Firm are adverse to any

agency, instrumentality, board, commission, official, officer, employee or other affiliate of the City.

Services

Bond counsel is engaged to render an objective legal opinion with respect to the authorization and issuance of bonds. As bond counsel in the Transaction, we advocate the interests of the City and not any other party to the Transaction. We also assume that the other parties to the Transaction, including, but not limited to any underwriter (the "Underwriter"), will retain such counsel as they deem necessary and appropriate to represent their interests in this Transaction.

As bond counsel, we will provide the following services as and when requested by the City:

1. We will assist the City and the Municipal Advisor in structuring the Transaction, preparing a detailed timetable establishing the duties and obligations of each party to the Transaction and assisting with the representatives of the City in understanding all of the City's financial options for the Transaction.
2. We will prepare the documentation for the Transaction, including all legal notices, ordinances, and resolutions of the Board of Public Works and the Common Council of the City, and related affidavits and certificates.
3. We will assist City officials in preparing for and attending required meetings, including the required public hearings.
4. We will prepare the documentation for the financing, including the necessary resolutions, ordinances and internal working group agenda, all legal notices and related affidavits and certificates.
5. We will attend any meetings, as requested by the City.
6. We will assist the Municipal Advisor in preparing or reviewing certain sections of the official statement or offering circular that may be used to market the Bonds, specifically, the portions that describe the Bonds and other legal documents, federal tax matters, and our legal opinion.
7. We will assist the City in its continuing disclosure undertaking, if necessary, under federal securities law to allow an underwriter to purchase the Bonds.
8. We will prepare or assist in preparing for and participate in any meetings with any rating agency, municipal bond insurer or other credit provider concerning the Transaction.
9. We will coordinate the scheduling and supervise the closing of the Transaction, including preparation of required closing documents.

Subject to the completion of proceedings to our satisfaction with respect to the Bonds, we will render our opinion to the effect that: (i) the Bonds are the valid and binding obligation of the issuer of the Bonds, enforceable against such issuer in accordance with their terms, and (ii) the interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from taxation in the State of Indiana (all subject to certain limitations which will be expressed in the opinion).

The opinion for the Bonds will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us, without undertaking to verify the same by independent investigation.

Upon delivery of the opinion for the Bonds, our responsibilities as bond counsel will be concluded with respect to the Transaction. Specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide continuing advice to the City or any other party concerning any actions necessary to ensure that interest on the Bonds will continue to be excludable from gross income for federal income tax purposes.

As bond counsel, we will not provide the following services in connection with the Transaction:

1. We will not review the financial condition of the City, the feasibility of the projects to be financed with the proceeds of the Bonds or the adequacy of the security provided to owners of the Bonds, and we will express no opinion relating thereto.
2. Except as specifically set forth above, we will not assume or undertake responsibility for the preparation of an official statement or any other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document.
3. We will not provide any other services not specifically set forth above.

Although I will be the lawyer responsible for this matter, I may assign portions of the work to be done to other Firm lawyers. In an effort to effect greater efficiencies and to reduce total fees, I may also ask one or more of our paralegals to assist in this matter as well in the areas of (1) filing certain documents, such as the UCC filing statements, with certain state and local agencies and (2) compiling the executed documents for the transcript.

Municipal Advisor Matters

We understand that the Municipal Advisor is an independent registered municipal advisor, and that the City will look primarily to the Municipal Advisor for financial advice in the

Transaction. We (a) are not a financial advisor or financial expert regarding the issuance of municipal securities or municipal financial products, and (b) are not subject to the fiduciary duty imposed on independent registered municipal advisors by the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Fees

We agree that we will provide services on an hourly basis until such time as the structure and budget of the Transaction is being finalized in connection with the pre-closing with the State Revolving Fund, at which time we agree to provide a fixed fee based upon: (i) our understanding of the terms and structure of the Transaction and the assumptions set forth in this letter, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the remainder of the Transaction, (iv) the responsibilities we assume, and (v) the then current structure of the Transaction. In addition to our fixed fee, we anticipate incurring expenses in the transaction (i.e., in connection with the publication of the required notices of public hearing and notices for the Bond sale as required by law, and the preparation of the bond transcript), all of which will be charged to the City. Our fee and expenses are usually paid shortly after the Closing out of the proceeds of the Bonds, and we customarily do not submit any statement until shortly after the Closing unless there is a substantial delay in completing the financing.

E-Verify Participation

In connection with this engagement, we agree that Barnes & Thornburg LLP is enrolled in and will verify the work eligibility status of all newly hired employees through the Federal E-Verify program (unless and until the E-Verify program no longer exists). This letter confirms that Barnes & Thornburg LLP has signed an affidavit stating that it does not knowingly employ an unauthorized alien, and we will provide a copy of that affidavit to you upon request.

Conclusion

If you agree to our service as bond counsel in the Transaction upon the terms set forth herein and acknowledge that the statements made in the heading "Municipal Advisor Matters" are accurate and true to your knowledge, please indicate your acknowledgement and agreement on behalf of the City by executing the enclosed copy of this letter in the space provided below and return the executed copy to me.

You may terminate our engagement as bond counsel at any time simply by notifying us. We may terminate our engagement for nonpayment of our fees and other charges and where we are required or permitted to do so by the Rules of Professional Conduct after giving you reasonable notice and allowing time for you to engage successor counsel, if necessary.

We ask you to acknowledge that, in reviewing and executing this letter, you have not relied on any advice provided by our Firm but instead have acted solely in reliance upon the advice of other legal counsel.

John M. Espar, Corporation Counsel
CITY OF ELKHART, INDIANA
March 6, 2024
Page 5

We are pleased to have this opportunity to be of service to you.

Sincerely yours,

BARNES & THORNBURG LLP



Randolph R. Rompola

RRR/bej
Enclosure
cc: Tory S. Irwin, P.E.

AGREED TO AND ACCEPTED:

CITY OF ELKHART, INDIANA

By: _____

Printed: _____

Title: _____

DMS 41768325

Approved as to
form and legality



BARNES & THORNBURG LLP



MEMORANDUM

DATE: April 2, 2024

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering *JJS*

RE: **Permission to Advertise Bid #24-08 for Hively Avenue Overpass – Demolition Contract #4**

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

<u>PARCEL</u>	<u>ADDRESS</u>
26	1801 East Hively Avenue
27	1815 East Hively Avenue
28	1802 East Hively Avenue
29	1806 East Hively Avenue
30	1823 East Hively Avenue
32	1833 East Hively Avenue
33	1904 East Hively Avenue
60	1818 East Hively Avenue


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

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

Approve Bid Documents and Grant Permission to Advertise Bid #24-08 for Hively Avenue Overpass – Demolition Contract #4.



MEMORANDUM

DATE: April 2, 2024
TO: Board of Public Works
FROM: Jeffrey Schaffer, Engineering 
RE: **Permission to Request Quote #24-17, Gause Lot Repairs**

The Engineering Staff requests approval of quote documents for Quote #24-17, Gause Lot Repairs. This project will remove and replace damaged permeable concrete pavement that was placed as part of the CSO 6 & 7 Storage Tank project.

Funding for this project is to be determined.

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


Grant Permission to Request Quote #24-17, Gause Lot Repairs.



MEMORANDUM

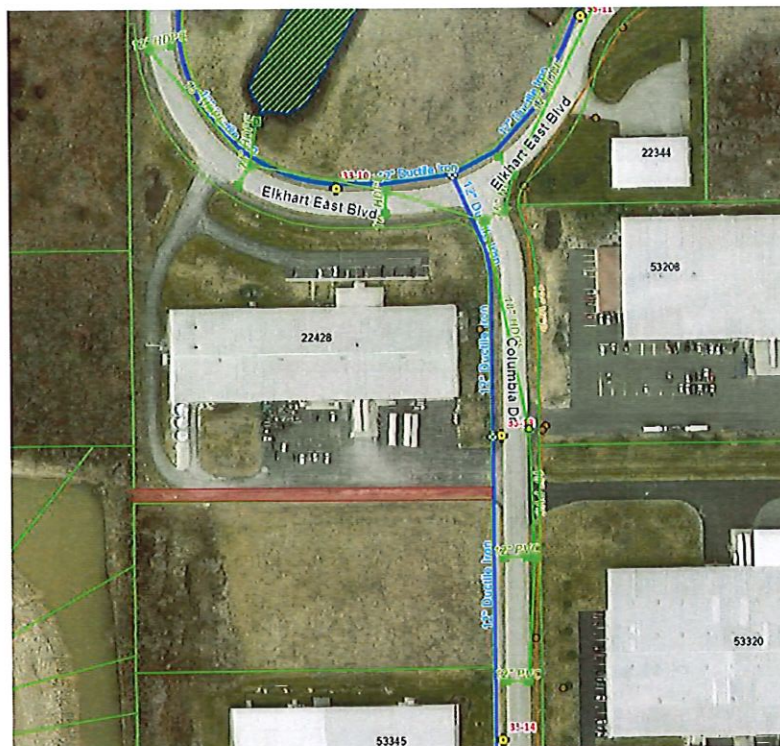
DATE: April 2, 2024

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering 

RE: Release of Easement Rights, Lots 7A and 8 Elkhart East Area D Phase II

The Engineering Staff has received a request from LAM Corporation, the owner of Lots 7A and 8 Elkhart East Area D Phase II, which located at 22428 Elkhart East Boulevard. The owner intends to combine the two lots into a single lot and construct an expansion to an existing building. The Elkhart County Planning and Zoning Staff is requiring that the two lots be platted into a single lot. This, then, requires the Board of Public Works to release its interest in an easement that is located between the two lots, as shown below (in red):



The City does not have any infrastructure in the easement and the Engineering Staff does not believe that it will be needed for future infrastructure.

Attached is a request letter from the property owner, proposed replat, and preliminary site plan for the proposed building expansion.

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


Release any rights to the easement located between Lots 7A and 8 Elkhart East Area D Phase II.



MEMORANDUM

DATE: April 2, 2024

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering 

RE: **Permission to Advertise Bid #24-07 for 2024 Asphalt Crack Seal Project**

The Engineering Staff requests approval of bid documents for Bid #24-07 for 2024 Asphalt Crack Seal Project. The streets included in the project have been identified by the Street Department and Engineering Staff through the Pavement Asset Management Plan process. This is an annual project that is funded by the Common Council appropriation for the Street Department.

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


Approve Bid Documents and Grant Permission to Advertise Bid #24-07 for 2024 Asphalt Crack Seal Project.



MEMORANDUM

DATE: April 2, 2024

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering 

RE: **Permission to Request Quote #24-18, Benham Avenue Multiuse Path Solar Lighting**

The Engineering Staff requests approval of quote documents for Quote #24-18, Benham Avenue Multiuse Path Solar Lighting. This project will add pedestrian scale solar lighting to a section of the Benham Avenue and Mishawaka Road Multiuse Path. The remaining sections of the path, particularly along Mishawaka Road, will be lit by I&M luminaires.

Funding for this project will be from the 2019 appropriation for Benham Avenue Improvements.

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

Grant Permission to Request Quote #24-18, Benham Avenue Multiuse Path Solar Lighting.



M E M O R A N D U M

DATE: March 28, 2024
TO: Board of Public Works
FROM: Paul Wunderlich, Utility Engineer *PW*
RE: **Oakland Avenue: Project B Storage Tank Design**
Approval of Partial Payment Request SRF#20 to DLZ Consulting *

Please see the attached invoice #3 from DLZ Consulting for professional services provided for the Oakland Avenue Project B Design for work performed between October 14, 2023 and December 15, 2023. This payment of \$307,635.00 has been rounded as required by SRF and represents the 20th cost incurred from the SRF loan.

* This payment was approved and was then found to have an incorrect value before payment was issued. This value has been corrected and the payment is now requested to be approved with the correction.

To date, including this payment, we have paid \$803,085.00 or 30.76% of the contract original contract price of \$2,610,500.

It is requested that the BOW:
approve partial payment request SRF #20 of SRF loan WW22162005 in the amount of \$307,635.00 to DLZ Consulting from the allocated SRF loan for professional services on the Oakland Avenue: Project B Storage Tank Design.



M E M O R A N D U M

DATE: March 28, 2024
TO: Board of Public Works
FROM: Paul Wunderlich, Utility Engineer *PW*
RE: **Oakland Avenue: Project B Storage Tank Design**
Approval of Partial Payment Request SRF#21 to DLZ Consulting *

Please see the attached invoice #4 from DLZ Consulting for professional services provided for the Oakland Avenue Project B Design for work performed between December 16, 2023 and January 12, 2024. This payment of \$103,516.00 has been rounded as required by SRF and represents the 21st cost incurred from the SRF loan.

* This payment was approved and was then found to have an incorrect value before payment was issued. This value has been corrected and the payment is now requested to be approved with the correction.

To date, including this payment, we have paid \$906,601.00 or 34.73% of the contract original contract price of \$2,610,500.

It is requested that the BOW:

approve partial payment request SRF #21 of SRF loan WW22162005 in the amount of \$103,516.00 to DLZ Consulting from the allocated SRF loan for professional services on the Oakland Avenue: Project B Storage Tank Design.



M E M O R A N D U M

DATE: March 20, 2024
TO: Board of Public Works
FROM: Jason Simnick, Project Manager JS
RE: **Oakland Avenue Forcemain – Phase A – SA7878: Approval of Partial Payment Request #10 to C&E Excavating**

Please see the attached partial pay application #9 from C&E Excavating for construction services provided for the Oakland Avenue Forcemain – Phase A project for work performed during the period thru February 29th, 2024. This partial pay application, in the amount of \$174,734.00, includes a payment for pavement removal, materials stored, preparatory work for water main installation, and as payment for retainage. It will be paid through the two SRF loans for this project. The partial payment this application breaks down as follows:

	WW22162005	DW22232001
Payment Due	\$ 96,243.00	\$69,753.00
Retainage Held	\$ 5,065.00	\$ 3,672.00
Total Amount	\$101,309.00	\$73,425.00

To date, including this payment and all retainage, we have paid \$3,748,455.00, or 33.87% of the \$11,065,861.38 current contract price for Division I (WW22162005) and \$98,966.00, or 12.10% of the current \$818,195.00 current contract for Division II (DW22232001).

This will be SRF Disbursement Request #22 from WW22162005 and Request #2 from DW22232001.

It is requested that the BOW:

approve partial payment request #9 in the amount of \$101,309.00 to C&E Excavating from SRF loan WW22162005 and 73,425.00 from loan DW22232001 for construction on the Oakland Avenue Forcemain – Phase A project.



M E M O R A N D U M

DATE: March 25, 2024
TO: Board of Public Works
FROM: Paul Wunderlich, Utility Engineer *PW*
RE: **Ames Lift Station No 20 Replacement - Appropriation Request**

As part of the asset management program, Elkhart Engineering maintains facilities in need of repair or replacement as they reach the end of their service life. Lift station 20 is quickly reaching the end of its life as it partially failed last month in February. Temporary maintenance is keeping the system running for the moment. As a permanent solution Elkhart Engineering is replacing this lift station with a submersible type lift station and force main in accordance with city standards. Engineering selected LFA to design the lift station, associated force main, and structures. The plans for this project are complete, the project has been advertised, and bids have been received.

Based on the lowest responsive and responsible bid with a 20% construction contingency, it is requested that an appropriation of \$995,577.00 be made to the Asset Management account line.


This appropriation request has been approved by the Controller's Office.

It is requested the Board of Public Works:

appropriate \$995,577.00 to the Asset Management Fund 6203-5-999-7990604 for the Ames Lift Station No 20 Replacement



M E M O R A N D U M

DATE: March 28th, 2024
TO: Board of Public Works
FROM: Paul Wunderlich, Utility Engineer 
RE: **Award Recommendation for the Lift Station 20 Replacement Project - Bid #24-04**

On March 19, 2024, bids were opened for the Lift Station 20 Replacement project at the regular Board of Works meeting. Five (5) bids were received at that time and given to the City's Engineering Department for review.

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

Contractor	Total Bid
Selge Construction Co., Inc.	\$829,647.50
Niblock Excavating, Inc.	\$935,727.50
HRP Construction Inc.	\$1,056,800.00
John Boettcher Sewer & Excavating	\$1,200,547.85
TGB Unlimited, Inc.	\$1,251,350.00

There were/were no discrepancies with any of the bids except with TGB Unlimited, who did not provide a signed Addendum Number 2. Of the five bidders, Selge Construction Co., Inc. was the lowest responsive and responsible bidder, and they have successfully completed projects in the past for the City of Elkhart.

There are sufficient sewer funds now appropriated for this project.

It is recommended the Board of Public Works:

Award the Lift Station 20 Replacement project, Bid #24-04, to Selge Construction Co., Inc., who was the lowest, responsive and responsible bidder with a contract price in the amount of \$829,647.50.

B.O.W. SUMMARY

April 2nd, 2024

Water Assessment:

Susan Houghton
24925 CR 4
Elkhart, IN. 46514
Property: 1800 Moyer
Paid in full, \$1020.00

Sewer Assessment:

Michael Tudor
2041 Anna Dr.
Elkhart, IN. 46514
Property: 2041 Anna Dr.
Paid in full, \$7500.00

Susan Houghton
24925 CR 4
Elkhart, IN. 46514
Property: 1800 Moyer
Paid in full, \$3655.00

Derek Hubartt
123 Superior St.
Elkhart, IN. 46516
Property: 123 Superior Blvd
Paid in full, \$7500.00

Revocable Permit:

#6573, Placed by: Diana Gibson
Property: 231 N. Main St.
Permit Holder: The Topsy Biscuit
23522 CR 4
Elkhart, IN. 46514

#6574, Placed by: John Smeltzer (owner)
Property: 1410 Kilbourn St.
Permit Holder: Owner
1410 Kilbourn St.
Elkhart, IN. 46516

Rod Roberson
Mayor



Office of Mayor Rod Roberson
229 S. Second St.
Elkhart, Indiana 46516

March 20, 2024

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

Dear Board of Works Members,

As part of the City of Elkhart's commitment to provide excellent quality of place, diversity, and dedication to generating opportunity for positive economic impact within the City, I am requesting your approval of the Elkhart Sister Cities Association, Inc.'s application for an Economic Development Partnership Grant in the amount of \$10,000.00.

The Elkhart Sister Cities Association, Inc. has the mission to promote international awareness and education within the community; to foster understanding and friendship among diverse cultures; to promote cooperation among citizens and nations of the world; to create informed, meaningful, and disciplined citizen action on world issues; to initiate, sponsor and manage activities as part of Elkhart's established Sister City relationships; to encourage, support, and coordinate Sister City activities of other organizations within the community; and to establish new international Sister City relationships between Elkhart and other cities and towns throughout the world. With anticipated attendance of 7,000 to 10,000 participants, the Hispanic Heritage Festival will increase the use of downtown businesses and increase opportunities for exposure for businesses of different cultures to others in the community.

Thank you for your consideration of this Elkhart Economic Development Partnership Grant.

Sincerely,

A handwritten signature in black ink, appearing to be "R. Roberson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Rod Roberson
Mayor



FORESTRY

MEMORANDUM

Date: 22MAR2024

To: Board of Public Works

From: Chip Tallman, City Forester

Re: Permission to Quote Tree Removal North – Quote #24-13

The Forestry Division of The Buildings & Grounds Department requests permission to quote the Tree Removal North project.

The project will consist of the removal of 24 street trees deemed hazardous due to structural insufficiency and/or declining health. Trees are located through-out the City of Elkhart, north of the St. Joseph River. See attached list for specific locations.

Funding for this project will come from the Buildings & Grounds budget under Contract Services.

It is requested that the Board of Works grant permission to quote:

Tree Removal North Project Quote #24-13.



City of Elkhart

Board of Works

M E M O R A N D U M

DATE: March 26, 2024

TO: Board of Public Works

FROM: Mike Huber, Development Service Director

RE: **Public Safety Building Program Study Scope**

The City wishes to engage American Structurepoint to perform program and space planning activities related to furthering the development of a downtown public safety building that would accommodate Police, Fire Department Administration and 911 Emergency Communications departments in a combined facility. The attached contract has received legal approval.

Staff requests the Board approved the attached contract.



AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580
FAX 317.543.0270

March 14, 202

Mr. Mike Huber
Development Services Director
City of Elkhart
300 NIBCO Parkway, Suite 201
Elkhart, Indiana 46516

Re: Proposed Public Safety Building
Program/Concept Plan Study

Dear Mr. Huber:

American Structurepoint, Inc. is pleased to submit this proposal for a preliminary study of the proposed Downtown Public Safety Building. The goal of this effort is to evaluate the current police program at the "North Facility" and the "Downtown Facility" and determine what program can be placed in the proposed Public Safety Building.

SCOPE OF SERVICES

1. **Building Tour: (Wednesday March 20, 2023. Time TBD)**
 - A. A single visit to the proposed Downtown Public Safety Building to review existing conditions and review of interior space.
2. **Virtual Call with the Chief of Police, Dan Milanese:**
 - A. Review established program of "North Facility" and "Downtown Facility."
 - B. Discuss his thoughts on what program could work in the proposed Public Safety Building.
3. **Virtual Call with the director of the 911 call center**
 - A. Review the established program against current needs.
4. **Virtual Call with the Fire Chief**
 - A. Discuss administrative program needs.
5. **Program Sketches**
 - A. Prepare plan sketches of how the police, fire administration, and 911 program might be utilized in the building.

SCHEDULE

1. The goal is to have the Program Sketches available for the April 9, 2024, RDC meeting.
2. Our intent will be to have the rough program sketches for review by April 2, 2024, and use the time up to April 8, 2024 to refine and create the "presentation" program sketches.

2024.00658

Mr. Mike Huber
March 14, 2024
Page 2

Design Investment

Compensation for services rendered will be as indicated below and invoiced when complete.

Total..... \$29,150

REIMBURSABLES

The only anticipated reimbursable expense would be the cost of travel expenses to Elkhart to tour the facility.

ASSUMPTIONS/CLARIFICATIONS

American Structurepoint assumes the following with regard to the scope of services outlined in this proposal.

- A. Able to tour the proposed Downtown Public Safety Building on Wednesday March 20, 2024.
- B. The shooting range will not be located in the proposed Downtown Public Safety Building.

Mike, we appreciate the trust you have in our team and look forward to helping you further evaluate the proposed Public Safety Building for use as the new police headquarters. If this proposal meets with your approval, please return a signed copy of the attached agreement.

Very truly yours,
American Structurepoint, Inc.



Michael R. Hoopingarner, AIA, LEED AP, NCARB
Municipal/Industrial Practice Leader

MRH:mma



City of Elkhart

Board of Works

M E M O R A N D U M

DATE: March 26, 2024

TO: Board of Public Works

FROM: Adam Fann, Assistant Director of Redevelopment

RE: **Concord Mall Parking Area Lease Agreement Addendum**

The City entered into a Development and Loan Agreement with Elkhart Concord LLC on November 21, 2023 (the "Agreement"), and desires to amend the terms of the Agreement to provide an additional project incentive through a lease of certain space on the Concord Mall property by the City Department of Redevelopment (the "DOR") and add the DOR as an additional party to the Agreement, all as set forth in the attached Addendum No. 1 to the Agreement (the "Addendum").

Staff requests the Board approved the attached resolution to approve the Development and Loan Agreement, and the instant Addendum.

RESOLUTION NO. 24- R-08

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF
ELKHART, INDIANA APPROVING THE ELKHART CONCORD LLC
DEVELOPMENT AND LOAN AGREEMENT AND ADDENDUM NO. 1
TO THE DEVELOPMENT AND LOAN AGREEMENT**

WHEREAS, the City entered into a Development and Loan Agreement with Elkhart Concord LLC on November 21, 2023 (the "Agreement"), and desires to amend the terms of the Agreement to provide an additional project incentive through a lease of certain space on the Concord Mall property by the City Department of Redevelopment (the "DOR") and add the DOR as an additional party to the Agreement, all as set forth in the attached Addendum No. 1 to the Agreement (the "Addendum"); and

WHEREAS, the City of Elkhart, Indiana, Board of Public Works (the "Board") has received and reviewed the Development and Loan Agreement with Elkhart Concord LLC, dated November 21, 2023 (the "Agreement") and the Addendum No. 1 to the Agreement, and finds that it is in the best interest of the City and its citizens that the Concord Mall be repurposed to a mixed use project, the Agreement and Addendum will incentivize additional development of the Project consistent with the goals of the Development Plan for the Area, and the Addendum should be approved.

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

1. The Addendum and addition of DOR as a party to the Agreement be and hereby are authorized and approved.
2. The Officers of the Commission and/or the Mayor of the City are authorized to execute and deliver the Addendum and do all other acts they deem necessary and appropriate in furtherance of this Resolution.
3. This Resolution shall be in full force and effect upon its adoption.

ADOPTED at a meeting of the Elkhart Board of Public Works held on _____ 2024,
at 229 South Second Street, Elkhart, Indiana 46516.

**CITY OF ELKHART
BOARD OF PUBLIC WORKS**

Michael Machlan, President

Jamie Arce, Vice-President

Andy Jones, Member

Ronnie Davis, Member

Rose Rivera, Member

ATTEST:

Debra Barrett, Clerk

ADDENDUM NO. 1 TO DEVELOPMENT AND LOAN AGREEMENT

The Addendum No, 1 to the Development and Loan Agreement dated November 21, 2023 (the "Agreement"), is entered into by Elkhart Concord LLC ,(the "Owner"), the City of Elkhart, Indiana (the "City"), and City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission (the "DOR") as of *March 20* , 2024 (the 'Effective Date').

RECITALS

1. The Concord Mall (the "Property") lost a majority of its tenants, was not generating sufficient revenue to cover the operational and maintenance costs, was unable to attract new tenants that would revitalize the space, was no longer a viable business operation and became an area in need of redevelopment as defined under the Act.
2. The Owner has purchased the Property and is converting the Mall space to a mixed use space. Owner plans to complete such conversion consistent with (i) an amendment to Ordinance No. 5029, Concord Mall Planned Unit Development District (the "PUD Amendment"), approved on or around July 10, 2023, which amended the zoning district affecting the Property from B-4, Regional Business District and established the zoning district affecting the Property as R-4, Multi-Family Residential District, B-2, Community Business District, and M-1, Manufacturing District, subject to certain limitations set forth in the PUD Amendment, and (ii) the master use and development plan attached hereto as **Exhibit 1** (the "Master Development Plan").
3. The Property contains substantial open space outside and surrounding the existing structures as shown on **Exhibit 2** hereto (the "Open Area") which needs to be improved to ensure that there is proper parking area available for the present and future tenants, their guests and invitees, as well as the public at large.
4. It is essential that all or portions of the existing parking area be improved, the building connector between the JC Penney building and main mall building be demolished, new signage be designed, constructed and installed for the Owner and tenants, landscaping improvements be designed and installed, and the US 33 Connector bridge be improved (the "Additional Improvements"), none of which items are in the current budget of Owner, included in its available financing nor scheduled for timely completion without the additional redevelopment incentives provided herein.
5. It is in the public interest that the portions of the Open Area available for future development be identified and marketed in order to take advantage of the current economic development opportunities generated by the enhancements planned and commenced for the existing structures, and that those future uses be consistent with the Development Plan for the Area and geared to stimulate further development in the area surrounding the Property.
6. In order to facilitate and obtain the Additional Improvements on a timely and needed basis, and to insure that those improvements are performed in accordance with specifications and designs approved by the Redevelopment Commission, and future development on the Open Area is consistent with and meets the goals of the Consolidated South Elkhart Economic Development/Redevelopment Area Plan, the DOR, subject to approval of the Common Council, proposes to lease the Open Area from the Owner substantially in accordance with the terms set forth in the Lease Agreement attached hereto as **Exhibit 3**.

IN CONSIDERATION OF THE RENT TO BE PAID UNDER THE LEASE , THE FINANCING PROVIDED THE OWNER BY CITY AND THE MUTUAL TERMS AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE TO THE FOLLOWING AMENDMENT TO THE AGREEMENT:

ADDITIONAL TERMS


1. Subject to approval by the Elkhart Common Council, the DOR will lease the Open Area from the Owner for an initial term of 36 months, subject to extension as set forth in the lease, or until the outstanding loans by City to Owner have been fully paid, whichever first occurs, at a gross rental of \$2 Million. Said rent shall be paid exclusively from the funds in the Consolidated South Elkhart Economic Development/Redevelopment Area Tax Allocation Area Special Fund, and shall not constitute a debt or general obligation of the City of Elkhart or the district.
2. Prior to the commencement of construction of the Additional Improvements, the Owner will prepare and submit specifications, plans and drawings for installation of the applicable Additional Improvements to the Redevelopment Commission for review and written approval, provided, however, that, subject to the receipt of any required municipal approvals, the Redevelopment Commission hereby approves modifications to the Property consistent with the Master Redevelopment Plan.
3. The Owner, upon receipt of the approval, will commence and complete construction of the Additional Improvements as required landlord lease improvements subject to the terms of the Lease.
4. Solely with respect to the areas designated "Commercial Outparcel – 1.67 Acres" and "Commercial Outparcel – 1.93 Acres" on the Master Development Plan (collectively, the "Outparcels"), the Owner will, in consultation with the Redevelopment Commission, implement a mutually acceptable marketing plan for those spaces during the term of the Lease, provided, however, that if Owner submits any such plan to the Redevelopment Commission for approval and the Redevelopment Commission fails to respond within thirty (30) days, then such failure to respond shall be deemed as the Redevelopment Commission's approval.
5. The Owner will give the Redevelopment Commission the full opportunity to participate in the planning process for improvements to the Outparcels during the term of the Lease, will provide detailed plans for any such improvements to the Redevelopment Commission in advance of any commitment to make such improvement, and will not proceed with any improvement in the absence of written approval of such improvement from the Redevelopment Commission, which approval will not be unreasonably withheld, provided, however, that if Owner submits any such plan to the Redevelopment Commission for approval and the Redevelopment Commission fails to respond within thirty (30) days, then such failure to respond shall be deemed as the Redevelopment Commission's approval.
6. Owner commits that all designated parking areas, as the same may be modified from time to time in connection with the implementation of the Master Redevelopment Plan, in the Open Area will be designated for, and remain available as, free public parking during its period of ownership, provided, however, that (i) subject to the Redevelopment Commission's approval

of the subject area, Owner shall be permitted to designate select parking spaces as reserved for tenants, or a specific tenant of, the Property, and (ii) Owner and the Redevelopment Commission shall mutually agree upon reasonable rules and regulations with respect to the use and security of the public parking areas.

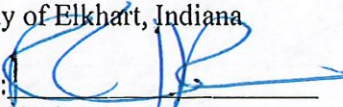
7. The parties agree that all the terms contained in the Agreement shall continue in full force and effect, as amended by the addition of the terms set forth herein, and shall apply equally to the terms herein as if these additional terms were originally included in the Agreement and the Department of Redevelopment had been a party and signatory thereto.

In witness whereof, the parties have executed this Addendum as of the Effective Date.

Elkhart Concord LLC

By: 
R. Chris Salata, COO

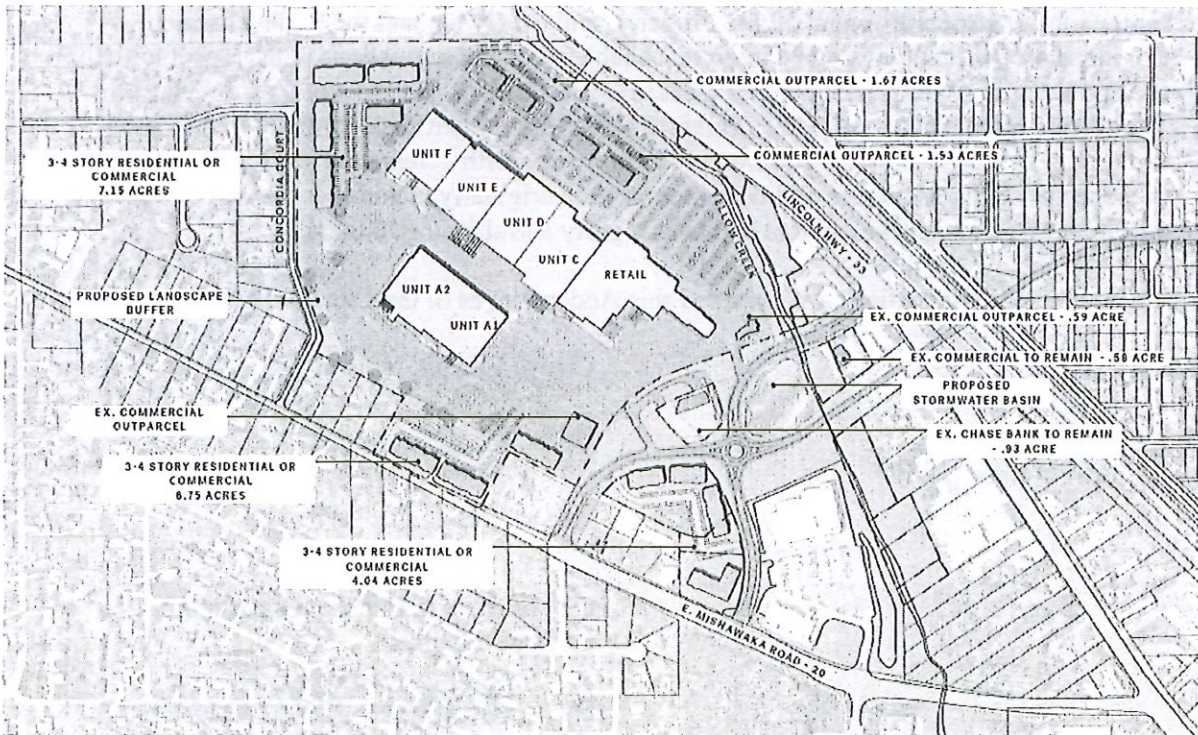
City of Elkhart, Indiana

By: 
Rod Roberson, Mayor

City of Elkhart, Indiana, Department
Of Redevelopment

By: 
Sandra Schreiber, President

Exhibit 1





MEMORANDUM

From: Josh Holt, City of Elkhart Fleet Manager

Date: March 28th, 2024

To: Elkhart Board of Works

RE: Request for Unit transfer between Cemetery Department and Central Garage Motor Pool

Dear Members of the Elkhart Board of Works,

I am writing to formally request permission for a vehicle transfer between the Cemetery Department and the Central Garage Motor Pool. Specifically, we propose exchanging Unit 800 from the Cemetery Department with Unit 605 from the Central Garage Motor Pool. This exchange has been thoroughly discussed and approved by both Mr. Charles Choate, the Cemetery Director, and myself, Josh Holt, the City's Fleet Manager.

This proposed swap is beneficial for both parties involved. The Cemetery Department is in need of a pickup truck capable of transporting workers, tools, and trimmers between various locations. Unit 800, currently assigned to the Cemetery Department, does not meet these needs, and is largely unused. Meanwhile, Unit 800 from the Cemetery Dept. will be more effectively utilized within the city's fleet. It will serve as a versatile vehicle available for use by others while their vehicles are undergoing maintenance or for out-of-town needs.

By facilitating this exchange, we aim to enhance the efficiency and functionality of both the Cemetery Department and the Central Garage Motor Pool. The utilization of vehicles will be optimized to better serve the needs of our community while ensuring prudent resource allocation.

We assure you that both parties have thoroughly assessed the implications of this swap and are in agreement regarding its benefits and feasibility. We are committed to ensuring a seamless transition process and to address any concerns or questions the Board of Works may have regarding this request.

Thank you for considering our proposal. We look forward to your favorable response and are available to provide any additional information or clarification as needed.

Sincerely,

Joshua J. Holt, City of Elkhart Fleet Manager

A handwritten signature in blue ink, appearing to read "Joshua J. Holt".

CITY OF ELKHART

DISPOSAL OR TRANSFER-TO OF FIXED ASSET

DESCRIPTION OF ASSET Unit# 605

LOCATION OF ASSET Central Garage

TYPE OF FIXED ASSET:

LAND IMPROVEMENTS OTHER THAN BLDG

BUILDING MACHINERY & EQUIPMENT

CONSTRUCTION-IN-PROGRESS INFRASTRUCTURE

C.I.P. # _____

C.I.P. LOCATION _____

SERIAL NUMBER OR VIN 1FT7X2BT6EEA34810

DESCRIPTION/COMMENTS Unit is an extra truck, more useful as a Cemetery Dept. plow truck. Traded unit CM800

BRAND OR MAKE Ford MODEL# F-250 ext-cab 4x4

YEAR 2014 LICENSE# 90148

DISPOSAL METHOD: SOLD \$ _____ TRADED \$ _____

JUNKED _____ SCRAPPED _____ END-OF-LEASE _____ STOLEN/WRECKED _____
TRANSFERRED TO: Cemetery Department (ATTACH PD REPORT)

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

DATE MAYOR APPROVED _____ SIGNATURE _____
(REAL PROPERTY ONLY)

DATE CONTROLLER APPROVED _____ SIGNATURE _____

SIGNATURE OF PERSON RESPONSIBLE [Signature]
PRINTED NAME Josh Holt, Fleet Manager

SIGNATURE OF DEPARTMENT HEAD _____

IF TRANSFERRED:
RECEIVING PERSON'S SIGNATURE [Signature]
PRINTED NAME Carles Choate

CONTROLLER'S USE ONLY

RECEIVED _____ FIXED ASSET ENTERED _____

INSURED _____ CONTROLLER'S INITIAL _____

CITY OF ELKHART

DISPOSAL OR TRANSFER-TO OF FIXED ASSET

DESCRIPTION OF ASSET Unit# 800

LOCATION OF ASSET Cemetery Department

TYPE OF FIXED ASSET:

LAND IMPROVEMENTS OTHER THAN BLDG

BUILDING MACHINERY & EQUIPMENT

CONSTRUCTION-IN-PROGRESS INFRASTRUCTURE

C.I.P. # _____

C.I.P. LOCATION _____

SERIAL-NUMBER OR VIN 1FMCU9HD5JUA90653

DESCRIPTION/COMMENTS Unit is un-needed and is more useful as a pool car. Traded for truck, unit#605

BRAND OR MAKE Ford MODEL# Escape SEL AWD

YEAR 2018 LICENSE# 90148

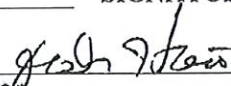
DISPOSAL METHOD: SOLD \$ _____ TRADED \$ _____

JUNKED _____ SCRAPPED _____ END-OF-LEASE _____ STOLEN/WRECKED _____
TRANSFERRED TO: Central Garage Motor Pool (ATTACH PD REPORT)

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

DATE MAYOR APPROVED _____ SIGNATURE _____
(REAL PROPERTY ONLY)

DATE CONTROLLER APPROVED _____ SIGNATURE _____

SIGNATURE OF PERSON RESPONSIBLE 
PRINTED NAME Josh Holt, Fleet Manager

SIGNATURE OF DEPARTMENT HEAD _____

IF TRANSFERRED:
RECEIVING PERSON'S SIGNATURE 
PRINTED NAME Charles Choate

CONTROLLER'S USE ONLY

RECEIVED _____ FIXED ASSET ENTERED _____

INSURED _____ CONTROLLER'S INITIAL _____



Central Garage

To: Board of Works
From: Josh Holt
Date: March 28th, 2024
RE: Auction

Dear Board Members,

I Josh Holt, Central Garage Fleet Manager, am asking your permission to send City Vehicles & Equipment to Broyles Auction, based in Elkhart, Indiana and Bright Star Auctions in Goshen IN.

The following vehicles and pieces of equipment below are to be disposed of. The proceeds from the auction, will be sent to the General Fund & Public Works Fund. These vehicles have surpassed their useful life, and/or are too costly to keep in our fleet.

Sincerely,
Joshua J. Holt
Elkhart Central Garage & Fleet Manager



City of Elkhart

Board of Works

M E M O R A N D U M

DATE: March 26, 2024

TO: Board of Public Works

FROM: Mike Huber, Development Service Director

RE: **ARP Sub-Recipient Grants**

The City of Elkhart Development Services Department is requesting consideration and approval of the enclosed sub-recipient agreements with Heart City Health and Goodwill Industries of Northern Indiana. The primary focus of the activities included in these agreements will be to expand direct services to neighborhood residents through existing our partners and increase organizational capacity to deliver on the neighborhood HUB services as outlined in both the THRIVE plan and the follow-up Living Road Map.


Currently, these two organizations are in negotiations to acquire and renovate the former Sears retail space at Woodland Crossing, and are committed to expanding programming to residents of South Central Elkhart. Increased access to basic work readiness, job skill enhancement and affordable quality health care services were all identified as priority issues by the residents in the Living Road Map prepared in 2022. We have engaged both of Goodwill Excel (job training) and Heart City Health to discuss opportunities to expand their services as partners in the Sears Building. We are anticipating that \$150,000 of the funds will be split and provided to each to support increased access to their respective programs specifically by resident of South Central Elkhart. This will allow our partners to incrementally begin increasing their capacity to meet the additional community needs driven by the expanded operations at the new redeveloped Sears facility.

I am requesting that the Board of Works approve a sub-recipient agreement with Good Will Industries in the amount of \$75,000 and a sub-recipient agreement with Heart City Health for \$75,000.

TO BE AWARDED AT THE END
OF THE APRIL 2, 2024 MEETING



MEMORANDUM

DATE: April 2, 2024
TO: Board of Public Works
FROM: Jeffrey Schaffer, Engineering 
RE: Award Quote #24-14, McNaughton Park Concrete Pads

At the April 2, 2024, Board of Public Works meeting, quotes were opened for Quote #24-14, McNaughton Park Concrete Pads. The results are as follows:

Contractor	Quote

The project is funded by the 2024 Common Council Appropriation for ADA Improvements.

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

Award Quote #24-14, McNaughton Park Concrete Pads, to _____, who submitted the lowest responsive quote, with a contract price in the amount of \$_____.

TO BE AWARDED AT THE END
OF THE APRIL 2, 2024 MEETING



MEMORANDUM

DATE: April 2, 2024
TO: Board of Public Works
FROM: Jeffrey Schaffer, Engineering
RE: Award Quote #24-15, Pierre Moran Parking Lot

At the April 2, 2024, Board of Public Works meeting, quotes were opened for Quote #24-15, Pierre Moran Parking Lot. The results are as follows:

Contractor	Quote

The project is funded by the 2024 Common Council Appropriations for Street Department and Buildings and Grounds.

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

Award Quote #24-15, Pierre Moran Parking Lot, to _____, who submitted the lowest responsive quote, with a contract price in the amount of \$ _____.