

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

Common Council Chambers

9:00 A.M., Tuesday, April 16, 2024

<https://coei.webex.com/coei/j.php?MTID=m38d4b9000860821bdfd28ee3e7dd4bd8>

Join by phone: 1-415-655-0001

Meeting Number (access code): 2314 262 2649 Meeting password: BOW24

- I. Roll Call**
- II. Approve Agenda**
- III. Open Bids & Quotes**
 - Bid #24-05 Grace Lawn Cemetery Bank Restoration Phase II
 - Quote #24-17 Gause Lot Repairs
 - Quote #24-18 Benham Avenue Multiuse Path Solar Lighting
- IV. Tabled Items:**
 - Award Quote #24-16 Property Maintenance
- V. Claims & Allowance Docket**
- VI. Minutes Regular Meeting April 2, 2024**
- VII. Utilities**
 - a.) Administration
 - Award Bid #24-06 Public Works Reroof Project
 - Wastewater MRO for February 2024
 - Water MRO for March 2024
 - BOW Resolution 24-R-13 Appropriation
 - Amendment #1 PSA with DLZ Indiana, LLC: Benham Water Tower Rehabilitation Project
 - BOW Resolution 24-R-12 Establishing the Terms and Conditions for Sale of 28864 W CR 16
 - b.) Water Quality
 - 2023 Aquatic Community Monitoring Report
 - c.) Pretreatment
 - Notice of Violation: Swift Prepared Foods Permit #2002-01
 - Notice of Violation: Bonnell Aluminum Permit #91-01
 - Consent Order Update: McDowell Enterprises, Inc. Permit #85-01
- VIII. Engineering**
 - a.) Administration
 - PSA with Lochmueller Group for Downtown Intersection Traffic Model and Report
 - Award Quote #24-10 Goshen Avenue and Blazer Boulevard River Greenway Intersection Improvement

b.) Utility

- BOW Resolution 24-R-11 PER Acceptance- Wastewater
- Oakland B Parcels 1&2 Warranty Deed Acceptance

IX.

Use & Event Permits

- Jazz Festival June 21-23, City Plaza and Central Green Stage, Portable Stage, Fencing, ESS, EMS, Golf Cars, EPD, Temporary Street Closures, Plaza Sign, Public Assembly, Special Exception from Noise, Fireworks
- Bags, Brews, Bikes Elkhart Indian Motorcycle 6/8- Special Exception from Noise
- Wild West Nights Elkhart Indian Motorcycle 6/5, 7/10, 8/7- Special Exception from Noise
- Coleman Birthday & Retirement 5/25- Special Exception from Noise, Temporary Street Closure
- Elkhart Farmers Market 5/4-9/28- Kardzhali Park, Public Assembly, Plaza Sign
- Summer Chill Series 6/21, 7/19, 8/16, 9/20 NIBCO Water & Ice Park, Mobile Stage, Event Fencing, Plaza Sign, Public Assembly
- Rhapsody Arts & Music Festival 6/7-6/8- Island Park, Stages, Event Fencing, ESS, EMS, Golf Cars, Trailer, EPD, Plaza Sign, Public Assembly, Special Exception from Noise
- Celebration of Life Spud Day 6/22- Ulery Park, Temporary Street Closure, Special Exception from Noise
- Elkhart Juneteenth Celebration 6/19- Roosevelt Park, EMS, EPD, Temporary Street Closure, Plaza Sign, Special Exception from Noise, Public Assembly

X.

Award Bid #24-05 Grace Lawn Cemetery Bank Restoration Phase II

XI.

Public Participation

XII.

Adjournment

TO BE AWARDED
AT THE END OF
THE APRIL 16,
2024, MEETING



MEMORANDUM

DATE: April 16, 2024
TO: Board of Public Works
FROM: Jeffrey Schaffer, Engineering *JDS*
RE: Award Bid #24-05, Grace Lawn Cemetery – Bank Restoration Phase II

At the April 16, 2024, Board of Public Works meeting, quotes were opened for Bid #24-05, Grace Lawn Cemetery – Bank Restoration Phase II. The results are as follows:

Contractor	Bid

The project is funded by a 2024 Common Council Appropriation specifically for this work.

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

Award Bid #24-05, Grace Lawn Cemetery – Bank Restoration Phase II, to _____
_____, who submitted the lowest responsive quote, with a
contract price in the amount of \$ _____.

FOR BID OPENING ONLY;
TO BE AWARDED AT THE
MAY 21, 2024 MEETING



MEMORANDUM

DATE: May 21, 2024
TO: Board of Public Works
FROM: Jeffrey Schaffer, Engineering *JSS*
RE: Award Quote #24-17, Gause Lot Repairs

At the April 16, 2024, Board of Public Works meeting, quotes were opened for Quote #24-17, Gause Lot Repairs. The results are as follows:

Contractor	Quote

The project is funded by a 2024 Common Council Appropriation for various projects.


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

Award Quote #24-17, Gause Lot Repairs, to _____, who submitted the lowest responsive quote, with a contract price in the amount of \$_____.

FOR BID OPENING ONLY;
TO BE AWARDED AT THE
MAY 7, 2024 MEETING



MEMORANDUM

DATE: May 7, 2024
TO: Board of Public Works
FROM: Jeffrey Schaffer, Engineering 
RE: Award Quote #24-18, Benham Avenue Multiuse Path Solar Lighting

At the April 16, 2024, Board of Public Works meeting, quotes were opened for Quote #24-18, Benham Avenue Multiuse Path Solar Lighting. The results are as follows:

Contractor	Quote

The project is funded by the 2019 Common Council Appropriation for Benham Avenue Projects.

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

Award Quote #24-18, Benham Avenue Multiuse Path Solar Lighting, to _____,
who submitted the lowest responsive quote, with a contract price in the amount of \$_____.



Tabled
4/2/24

DATE	<i>4/2/24</i>
APPROVED BY CITY OF ELKHART BOARD OF PUBLIC WORKS	
	<i>Ron Dan</i>
	<i>Andy Jones</i>
	<i>Talor</i>

M E M O R A N D U M

DATE: April 2, 2024
TO: Board of Public Works
FROM: Jacob Wolgamood, TIF Infrastructure Project Supervisor
RE: Award Recommendation for Property Maintenance Services, RFQ #24-16

The Department of Development Services requested permission to receive quotes for property maintenance of city-owned lots on March 15, 2024. The deadline for receiving quotes has past and the results are shown below.

Contractor	Total Bid
<i>FRANKENBURGER</i>	<i>\$ 2,975</i>
<i>DAVE GUNN</i>	<i>\$ 3,380</i>

After reviewing quotes for completeness, the Department of Development Services requests permission to award a contract to the lowest responsive and responsible submittal.

It is requested the Board of Public Works:
Permit Development Services to award Property Maintenance, RFQ #24-16, to ~~CONTRACTOR NAME~~ *FRANKENBURGER*
for the amount of \$ *2,975.00*

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.

April 10th, 2024 
ERIN KOONS - DEPUTY CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **\$3,635,429.21** AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 29 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 16TH 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

Board of Public Works

Accounts Payable Summary
4.16.2024

Individual Claims Over \$25,000 each:

Fund	Vendor	Description	Amount
4402	MISHAWAKA-F, LLC	2024 ESCAPE	\$ 30,160.00
2201	COMPASS MINERALS AMERICA, INC.	504.26 tons of road salt @ \$81.38 per ton	\$ 41,036.68
1101	YODER OIL COMPANY INC	GASOLINE MARCH	\$ 41,137.37
2201	MC EQUIPMENT, LLC	two Kenworth trucks	\$ 133,846.00
4436	BORDEN WASTE-AWAY SERVICE, INC.	TRASH SVCS 04/24	\$ 195,405.42

Total Claims over \$25,000	\$441,585.47
Regular Claims under \$25,000:	\$ 672,407.35
Total Regular Departmental Claims:	\$1,113,992.82

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

6201	INDIANA MICHIGAN POWER COMPANY	04656645704 1201 S NAPPANEE ST	\$ 38,919.71
8806	INDIANA PUBLIC RETIREMENT SYSTEM-POLICE	INPRS - POLICE 3.15.2024 PAYROLL	\$ 95,025.96
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS- MEDICAL	\$ 136,375.11
4453	ELKHART CONCORD LLC	CONCORD MALL PARKING LOT LEASE	\$ 2,000,000.00

Total Pre-Approved over \$25,000:	\$ 2,270,320.78
Total Pre-Approved Claims under \$25,000:	\$ 115,981.13
Total Pre-Approved Claims:	\$ 2,386,301.91

American Rescue Plan Claims:

2474	SILONG KAO	SMALL BUSINESS CONTINUITY	\$ 2,000.00
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Total American Resuce Plan Claims:	\$ 2,000.00
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UTILITY REFUNDS

\$ 1,187.48

Payroll and Pension Payments:

Police & Fire Clothing Allowance	\$ 131,947.00
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Police & Fire Pension

Bi-weekly Payroll

Total Payroll:	\$ 131,947.00
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Total All Claims, Internal Payments, and Payroll:	\$ 3,635,429.21
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(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, April 2, 2024

Member Rose Rivera called a regular meeting of the Board of Public Works to order at 9:00 a.m., Tuesday, April 2, 2024. Clerk of the Board Nancy Wilson called the roll. Ron Davis, Andy Jones, and Rose Rivera attended in person. Mike Machlan and Jamie Arce were absent. Proxy Tim Reecer attended in person. Rose noted the time was after 9:00 a.m. and no more bids or quotes would be accepted.

1. Approve Agenda

On motion by Ron Davis, seconded by Andy Jones and carried 4-0, the agenda was approved as presented.

2. Open Bids and Quotes

Bid #24-06 Public Works Roof Projects

Proof of publication was presented which appeared in The Elkhart Truth on March 9 and March 16, 2024. The following bids were received:

Green Improvements, LLC submitted a signed and certified bid summary form with all items checked. The base bid was \$89,369.00.

On motion by Tim Reecer, seconded by Ron Davis and carried 4-0, the Board referred the bid to the staff of Public Works and Utilities for their review and recommendation at a future meeting.

Quote #24-14 McNaughton Park Concrete Pads

Reith-Riley submitted a quote for \$92,197.20. Premium Concrete Services submitted a quote for \$59,180.00. Selge Construction Company submitted a quote for \$104,118.17. 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 later in the meeting.

Quote #24-15 Pierre Moran Parking Lot Improvements

Niblock Excavating submitted a quote for \$155,400.00. Premium Concrete Services submitted a quote for \$167,498.00. On motion by Andy Jones, seconded by Ron Davis and carried 4-0, the quotes were assigned to staff to review and report back later in the meeting.

Quote #24-16 Property Maintenance Services

Frankenberger Lawn Care LLC submitted a quote for \$2,975.00. Dave Gunn Lawn Service submitted a quote for \$3,280.00. On motion by Ron Davis, seconded by Andy Jones and carried 4-0, the quote were assigned to staff to review and report back later in the meeting.

3. Public Hearing: Preliminary Engineering Report to Obtain Assistance from the Clean Water State Revolving Fund

Nancy Wilson presented proof of publication of the Public Hearing that was advertised in the Elkhart Truth on March 23 and March 30, 2024. Rose Rivera opened the Public Hearing.

Paul Wunderlich, PE Elkhart Public Works & Utilities said we are here today to conduct a public hearing for the Clean Water State Revolving Fund Loan Preliminary Engineering Report. It has been prepared for the Oakland Avenue Long Term Control Plan Project B. He asked anyone in attendance to sign in on the attendance sheet located at the podium. Paul read the agenda of the hearing into the record. 1. Introduction of the project by members of the Engineering Consulting firm DLZ Indiana, LLC. 2. Opening of the public hearing for public comment. During this

BOARD OF PUBLIC WORKS
Tuesday, April 2, 2024

segment we ask that you come to the podium, state your name and address, and provide your comments. 3. Comments will be recorded and submitted to the State Revolving Fund as part of the Preliminary Engineering Reports. 4. A brief response to any questions will be provided by DLZ. We will answer your questions as best as possible. 5. Following public comment and response we will close the public hearing.

Samantha Rouhselang of DLZ Indiana thanked everyone in attendance for joining us today. We are here today to present the Oakland Avenue Long Term Control Plan Project B, a Preliminary Engineering Report, commonly referred to as the PER has been prepared and is currently available for review at the Public Works and Utilities office. This project is being submitted to the Indiana Clean Water State Revolving Fund for their review for potential funding of the project via a low interest loan. The City has a Consent Decree filed in November 2011 that requires the City to construct a new storage tank to reduce combined sewer overflows in the overall wastewater system. The Oakland Avenue Long Term Control Plan Project was identified within the City's Long Term Control Plan, which was finalized in September of 2011. The number of combined sewer overflows is to be reduced to no more than nine overflows in a typical year as defined by the plan. All work associated with the Oakland Avenue Project must be operational by November 15, 2028, in order to meet the schedule within the Long Term Control Plan and Consent Decree. The overall Oakland Long Term Control Project is being separated into four different projects. Project A is the Oakland Combined Sewer Overflow Forcemain. Project B is the Oakland Combined Sewer Overflow Storage Tank and local sewers. Project C is the Harrison Street sewer separation. Project D is the Combined Sewer Overflow 6&7 Improvements and Forcemain Extension. The Clean Water State Revolving Loan Fund for Project B includes a new storage tank, lift station, sewer separation, new water main, and service improvements. Work will be completed along Thomas Street, Lafayette Street, Indiana Avenue, and Oakland Avenue. This project provides a strategic purpose addressing the current needs in the public water and sewer system, and is scheduled to be bid later this summer/early fall of this year, with the potential for construction of both projects to begin in the spring of 2025. The construction is expected to be completed by December of 2026. This concludes the summary and need for the projects. Rose Rivera asked if anyone from the public wished to speak in favor. No one came forward. Rose asked if anyone from the public wished to speak against. Hearing none, she asked for questions or comments from the Board. Hearing none, Rose closed the public hearing.

4. Claims & Allowance Docket

On motion by Tim Reecer, seconded by Andy Jones and carried 4-0, the Board approved the claims and allowance docket in the amount of \$6,183,381.28, consisting of 27 pages as prepared on March 27, 2024 at 9:38 a.m.

5. Minutes Regular Meeting March 19, 2024

On motion by Andy Jones, seconded by Tim Reecer and carried 4-0, the Board approved the minutes from the Regular meeting on March 19, 2024.

6. Utilities

(A.) Administration

2024 Transfer Schedule for Water, Wastewater, and Stormwater Funds

On motion by Time Reecer, seconded by Andy Jones and carried 4-0, the

BOARD OF PUBLIC WORKS

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Board approved the 2024 Transfer Schedule for Water, Wastewater, and Stormwater funds.

CSO Operational Plan Update

On motion by Tim Reecer, seconded by Ronnie Davis and carried 4-0, the Board approved the CSO the Operational Plan Update as corrected.

2024 Spring Watermain Flushing

On motion by Tim Reecer, seconded by Ronnie Davis and carried 4-0, the Board approved the 2024 Spring Watermain Flushing.

(B.) Water Quality

Heaton Lake Connection

On motion by Tim Reecer, seconded by Ronnie Davis and carried 4-0, the Board approved the connection of the proposed Catsnip facility located at 23023 CR 4 to the Heaton Lake Sewer System.

7. Engineering

(A.) Administration

Baker Tilly Contract Amendment IURC Report

On motion by Tim Reecer, seconded by Ronnie Davis and carried 4-0, the Board approved the Engagement Contract Amendment with Baker Tilly Municipal Advisors for the IURC Annual Report assistance.

Baker Tilly Contract Oakland Tank Phase B Sewage Revenue Bonds

On motion by Tim Reecer, seconded by Andy Jones and carried 4-0, the Board approved the Contract with Baker Tilly Municipal Advisors for the Oakland Tank Phase B Sewage Revenue Bonds.

Barnes & Thornburg Agreement- Oakland Tank Phase B

On motion by Tim Reecer, seconded by Andy Jones and carried 4-0, the Board approved the Agreement between the City and Barnes & Thornburg for the Oakland Avenue Tank Phase B Sewage Works Revenue Bonds.

Request Bid #24-08 Hively Avenue Overpass Demolition Contract #4

On motion by Tim Reecer, seconded by Andy Jones and carried 4-0, the Board approved plans and specifications and granted permission to advertise Bid #24-08 Hively Avenue Overpass Demolition Contract #4.

Request Quote #24-17 Gause Lot Repairs

On motion by Tim Reecer, seconded by Ronnie Davis and carried 4-0, the Board granted permission to request Quote #24-17 Gause Lot Repairs.

Release of Easement Rights Lot 7A & 8 Elkhart East Area D Phase II

On motion by Tim Reecer, seconded by Ronnie Davis and carried 4-0, the Board released any rights to the easement located between Lots 7A and 8 Elkhart East Area D Phase II.

Request Bid #24-07 2024 Asphalt Crack Seal Project

On motion by Tim Reecer, seconded by Ronnie Davis and carried 4-0, the Board approved plans and specifications and granted permission to advertise Bid #24-07 Asphalt Crack Seal Project.

Request Quote #24-18 Benham Ave. Multiuse Path Solar Lighting

On motion by Tim Reecer, seconded by Ronnie Davis and carried 4-0, the Board granted permission to request Quote #24-18 Benham Avenue Multiuse Path Solar Lighting.

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(B.) Utility

Partial Payment SRF #20 to DLZ: Oakland Avenue Project B Storage Tank Design

On motion by Tim Reecer, seconded by Andy Jones and carried 4-0, the Board approved 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.

Partial Payment SRF #21 to DLZ: Oakland Avenue Project B Storage Tank Design

On motion by Tim Reecer, seconded by Andy Jones and carried 4-0, the Board approved 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.

Partial Payment #10 to C&E Excavating Oakland Avenue Forcemain Phase A SA7878

On motion by Tim Reecer, seconded by Andy Jones and carried 4-0, the Board approved partial payment request #10 in the amount of \$101,309.00 to C&E Excavating from SRF loan WW22162002 and \$73,425.00 from SRF loan DW22232001 for construction on the Oakland Avenue Forcemain Phase A project.

BOW Resolution 24-R-09 Ames Lift Station 20 Replacement Appropriation

On motion by Tim Reecer, seconded by Andy Jones and carried 4-0, the Board approved Board of Works Resolution 24-R-09 appropriating \$995,577.00 to the Asset Management Fund 6203-5-999-7990604 for the Ames Lift Station No 20 Replacement.

Award Bid #24-04 Lift Station 20 Replacement Project

On motion by Tim Reecer, seconded by Andy Jones and carried 4-0, the Board awarded 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.

(C.) Summary

On motion by Tim Reecer, seconded by Andy Jones and carried 4-0, the Board ratified the following permits:

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

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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

8. New Business

Economic Development Partnership Grant- Elkhart Sister Cities Association

On motion by Andy Jones, seconded by Ron Davis and carried 4-0, the Board approved the Elkhart Sister Cities Association Economic Development Partnership Grant in the amount of \$10,000.00.

Request Quote #24-13 Tree Removal North

On motion by Ron Davis, seconded by Tim Reecer and carried 4-0, the Board granted permission to request Quote #24-13 Tree Removal North for the Forestry Division of the Buildings and Grounds Department.

PSA with American Structurepoint for Public Safety Building Program Study Scope

On motion by Andy Jones, seconded by Tim Reecer and carried 4-0, the Board approved the PSA with American Structurepoint for Public Safety Building Program Study Scope in the amount of \$29,150.00.

BOW Resolution 24-R-08 Concord Mall Lease Agreement Addendum

On motion by Tim Reecer, seconded by Ron Davis and carried 4-0, the Board approved BOW Resolution 24-R-08 approving the Concord Mall Development and Loan Agreement and the Addendum to the Agreement.

Request for Fixed Asset Unit Transfer between the Cemetery Department and the Central Garage Motor Pool

On motion by Tim Reecer, seconded by Ron Davis and carried 4-0, the Board approved the vehicle transfer of a Ford F250 Extended Cab Unit #605 from the

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Central Garage to the Cemetery Department, and a Ford Escape Unit #800 from the Cemetery Department to the Central Garage Motor Pool.

Request to Send Vehicles and Equipment to Auctions

On motion by Tim Reecer, seconded by Andy Jones and carried 4-0, the Board granted permission to send City Vehicles & Equipment to Broylin's Auction in Elkhart and Bright Star Auctions in Goshen, Indiana.

ARP Subrecipient Grants with Good Will Industries and Heart City Health

On motion by Tim Reecer, seconded by Ron Davis and carried 4-0, the Board approved a Subrecipient Agreement with Good Will Industries for \$75,000.00 and a Subrecipient Agreement with Heart City Health for \$75,000.00.

9. Award Quotes

Quote #24-14 McNaughton Park Concrete Pads

On motion by Tim Reecer, seconded by Ron Davis and carried 4-0, the Board awarded Quote #24-14 McNaughton Park Concrete Pads to Premium Services who submitted the lowest responsive quote, with a contract price in the amount of \$59,180.00.

Quote #24-15 Pierre Moran Parking Lot

On motion by Tim Reecer, seconded by Ron Davis and carried 4-0, the Board awarded Quote #24-15 Pierre Moran Parking Lot to Niblock Excavating who submitted the lowest responsive quote with a contract price in the amount of \$155,400.00. Jeff Schaffer noted for the record that the estimate was less than \$150,000.00. The funds are available.

Quote #24-16 Property Maintenance

On motion by Tim Reecer, seconded by Andy Jones and carried 4-0, the award of Quote #24-16 Property Maintenance was tabled.

10. Adjournment

On motion by Ron Davis, seconded by Andy Jones and carried 4-0, the Board of Works adjourned at 9:59 a.m.


_____Rose Rivera, member

Attest: _____Nancy Wilson, Clerk of the Board



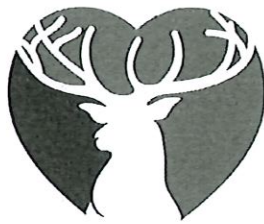
City of Elkhart
Public Works and Utilities

M E M O R A N D U M

Date April 10, 2024
To Mike Machlan, Board of Works President
From Laura Kolo, Utility Services Manager 
RE Request to Award Bid #24-06 – Public Works Reroof Project

Elkhart Public Works is respectfully requesting the Board of Works to award Bid #24-06 – Public Works Reroof Project to Green Improvements for a total project cost not-to-exceed \$240,499.00. Green Improvements is the lowest responsive, responsible bidder.

Funding has been appropriated in the 2024 budgets and the contract has been approved by Legal.



City of Elkhart
Public Works and Utilities

Date Mar 28, 2024
Memo To Board of Public Works
Memo From Laura Kolo, Utility Services Manager *UK*
Subject Wastewater Utility Monthly Report of Operations
for the month of February, 2024

Wastewater MRO Highlights

Parameter	Monthly Avg	Permit Limit
Suspended Solids mg/L	5	30
cBOD5 mg/L	3	25
Phosphorus mg/L	0.41	1.0
Ammonia mg/L	0.17	4.4 (Dec-Apr) 4.2 (May-Nov)
Avg Daily Flow MGD	13.81	Design - 20
Total Monthly Flow MGD	400	Report

Incident Reports Filed

Date	Location	Volume (gal)	Cause
02/09/24	WWTP	1000	operator error
02/20/24	1966 Sterling	< 10	unknown obstruction

Wet Weather Overflows

Number of Events	Total Overflow Volume (MG)
0	0



City of Elkhart
Public Works and Utilities

Memo To Board of Works
 Memo From Laura Kolo, Utility Services Manager *LK*
 Date Apr 08, 2024
 Subject Water Utility Monthly Report of Operations
 for the month of March, 2024

Water Produced

	Monthly Total MG	Daily Avg MGD	Daily Min MGD	Daily Max MGD
North Main	116.622	3.762	3.410	4.526
Northwest	61.581	1.986	1.492	2.533
South	83.937	2.708	0.638	32.176
System	262.14	8.46		

Finished Water Quality Information (Monthly Averages)

	Iron mg/l	Manganese mg/l	Fluoride mg/l	Chlorine mg/l	Orthophosphate mg/l
North Main	0.04	0.018	0.88	1.31	1.39
Northwest	0.06	0.020	0.86	1.32	0.92
South	0.05	0.021	0.85	1.39	1.02
Secondary Std / Target	0.30	0.050	0.8 - 1.0	0.9 - 1.5	0.5 - 1.0



City of Elkhart
Public Works and Utilities

M E M O R A N D U M

Date April 11, 2024
To Mike Machlan, Board of Works President
From Laura Kolo, Utility Services Manager *LK*
RE Resolution 24-R-13 - Appropriation Request

Elkhart Public Works is respectfully requesting approval of Resolution 24-R-13, a resolution to appropriate \$39,260 to 6108-5-000-6200500. The contractor on the Benham painting project, which took place in the fall of 2023, encountered challenges in completing the project. As a result, the inspection services which were conducted exhausted previously approved funding, despite the work not being completed. The contractor is currently planning to return this fall and complete the work.

This appropriation request is to provide inspection services necessary to compete the remaining work.

The resolution drafted by Legal and the appropriation request approved by the Controller's Office are attached.



City of Elkhart
Public Works and Utilities

BOW Public Works Appropriation & Transfer Request Form

Date: 03/28/2024

BOW Meeting Date: 04/16/2024

Requesting Division:

Engineering: Operations: Maintenance: Administration: Lab: Aquatics:

Distribution: Collections: Service:

Requesting Manager: Laura Koko

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

Fund Information:

Which fund is this appropriation being requested from?

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

Description: amendment for Benham Water tower paint inspection

Line # 6108-5-000-6200500 Line Name: Water Tank Maintenance Amount: \$ 39,260.00

Line # _____ Line Name: _____ Amount: \$ _____

Line # _____ Line Name: _____ Amount: \$ _____

Transfer Details:

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

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

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

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

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

Controller's Office Reassignment of Account if Necessary:

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

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

Approval:
Controller

Eigler

Date:

4/1/24

Resolution 24-R-13

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

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

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

WHEREAS, the contractor on the Benham Water Tank painting project, which took place in the fall of 2023, encountered challenges in completing the project and will not have the project complete until late 2024; and

WHEREAS, as a result, the inspection services included numerous additional man-hours and costs that were not contemplated when such inspection services were contracted; and

WHEREAS, the Water Utility is requesting an appropriation in the amount of \$39,260.00, to Line #6108-5-000-6200500 to pay for the additional inspection services work incurred; and

WHEREAS, the Board deems it proper and in the best interests of the City of Elkhart and its citizens to appropriate the funds to pay for the additional inspection services.

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

1. The Board approves the appropriation request in order pay for the additional cost of inspection services.
2. The Board appropriates \$39,260.00, to Line #6108-5-000-6200500.

RESOLVED _____, 2024.

Michael Machlan, President

Jamie Arce, Vice President

Andy Jones, Member

Ronnie Davis, Member

ATTEST:


Rose Rivera, Member

Nancy Wilson, Clerk

MEMORANDUM

DATE: March 27, 2024

TO: Board of Public Works

FROM: Laura Kolo, Utility Services Manager 

RE: Amendment #1: PSA with DLZ Indiana, LLC
Benham Water Tower Rehabilitation Project

Attached is Amendment #1 for the Benham Water Tower Rehabilitation Project. This amendment is for additional work to be provided by DLZ Indiana, LLC.

The additional work from this amendment includes:

- a) Providing additional services under:
 - a. Task 6 – Construction Administration
 - b. Task 7 – Limited Construction Observation Services and Testing

This amendment has been sent to Legal for their review.

This Amendment No. 1 includes Engineer's services anticipated through July 2024. The Project will be complete in the late Fall of 2024. Once the Contractor's schedule is provided, Engineer will develop another Contract Amendment for services through project completion.

It is requested the Board of Public Works:

Approve Amendment #1 with DLZ Indiana, LLC for the Benham Water Tower Rehabilitation Project, for an increase of \$39,260.00, bringing the current not-to-exceed fee to \$111,860.00.

CITY OF ELKHART INDIANA,
AMENDMENT NO. 1
BETWEEN CITY OF ELKHART AND DLZ INDIANA, LLC
FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 is effective as of _____

1. Background Data:

- a. Effective Date of Original Agreement: November 1, 2022
- b. Owner: City of Elkhart, Indiana, acting by and through its Board of Public Works
- c. Engineer: DLZ Indiana, LLC
- d. Project: Benham Water Tower Rehabilitation Project

2. Nature of Amendment:

No. 1 Additional Services to be performed by Engineer

No. 1 Additional Services to be performed by Subconsultants

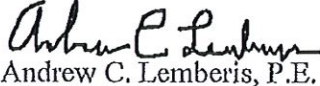
3. Description of Modifications

- a. Revise Article 9, paragraph 9.01 to modify Exhibit A, consisting of 7 pages
- b. Revise Engineers Services as generally described below:
 - i. Revise Part II - Basic services as generally described below:
 - a) Provide additional services under Task 6 –Construction Administration
 - b) Provide additional services under Task 7 –Limited Construction Observation and Testing Services
 - ii. Revise Part III – Schedule of Services
 - a) Extend the Engineer’s services through July 2024.
 - b) This Amendment No. 1 includes Engineer’s anticipated services through July 2024. The project will be complete in the late Fall of 2024. Once the Contractor’s schedule is provided, Engineer will develop another Contract Amendment for services through project completion.

See Attachment 1.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment No. 1. All provisions of the Agreement not modified by this Amendment remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1.

OWNER: City of Elkhart, Indiana, acting by and through its Board of Public Works		ENGINEER: DLZ Indiana, LLC	
By:	Michael Machlan	By:	 Andrew C. Lemberis, P.E.
Title:	President, Board of Works	Title:	Vice President
Date Signed:		Date Signed:	03/26/2024
Attest:		Engineer License or Certificate No.:	PE 10100882
	Clerk	State of:	Indiana
Address for giving notices:		Address for giving notices:	
Elkhart City Board of Public Works		DLZ Indiana, LLC	
229 S. Second Street		2211 E. Jefferson Blvd.	
Elkhart, Indiana 46516		South Bend, IN 46615	

	Designated Representative: Tory S. Irwin, PE		Designated Representative: Jamie Poczekay, P.E.
Title:	City Engineer/Director of Public Works	Title:	Project Manager
Phone Number:	574-293-2572	Phone Number:	574-236-4400
Facsimile Number:	574-293-7658	Facsimile Number:	574-236-4471
E-Mail Address:	tory.irwin@coei.org	E-Mail Address:	jpoczekay@dlz.com

This is Attachment 1, consisting of 1 page, to Amendment No. 1.

Modifications

1. Revise Article 9, paragraph 9.01 to include:
 - a. "A. Exhibit A "Engineer's Services," consisting of seven (7) pages."
2. Exhibit A – Engineer's Services - Modifications
 - a. Part II – Basic Services
 - i. Engineer shall perform the modifications or additions to the following tasks as shown in the attached Revised Exhibit A:
 1. Task 6 – Construction Administration
 2. Task 7 - Limited Construction Observation and Testing Services
 - b. Part III – Schedule of Services
 - i. The schedule shall be modified to extend the Engineer's services as shown in the Schedule of Services section in the Revised Exhibit A.
 - ii. This Amendment No. 1 includes Engineer's anticipated services through July 2024. The project will be complete in the late Fall of 2024. Once the Contractor's schedule is provided, Engineer will develop another Contract Amendment for services through project completion.
 - c. The Basic Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as indicated on the attached revised Exhibit A (7 pages total).
3. Exhibit C Modifications:
 - a. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer additional or modified compensation as indicated in the attached revised Exhibit C, one (1) page total.
4. Other portions of the Agreement (including previous amendments, if any) are modified as followed: No other changes.

(Remainder of this page intentionally left blank)

This is **EXHIBIT A**, consisting of seven (7) pages, referred to in and part of the
Agreement between Owner and Engineer for Professional Services

Engineer's Services

PART I – PROJECT DESCRIPTION

The project includes investigative services, design phase services, permitting, bidding phase services, construction administration and construction observation.

- 1) The 500,000-gallon Benham Cone Roof Water Storage Tank is a double ellipse, legged, elevated storage tank. The Owner desires to sandblast, repair and recoat the inside and outside of the water tower. The Owner also desires to make necessary repairs noted below, which are recommendations from the report entitled, "Maintenance Inspection – 500,000 Gallon Cone Roof (Benham)" by Dixon Engineering, Inc. in December 2015:
 - a) High- pressure water clean (5,000-10,000 psi), spot power tool clean and recoat the exterior with a polyurethane system.
 - b) Abrasive blast clean the pit piping to a commercial grade (SSPC-SP6) and apply a two coat epoxy system.
 - c) Repair the leg concrete foundations.
 - d) Loosen the flap gate hinge connection on the overflow pipe.
 - e) Reroute the antenna cables and electrical conduit under the balcony, the antenna cable relocation should be performed by the antenna owner/installer. The electrical conduit relocation could be performed with the next paint project and would be incidental to exterior painting.
 - f) Install rigging couplings under the bowl, halfway between each leg and the riser. The couplings would be used by contractors for rigging safety lines during exterior work.
 - g) Remove the riser tie bands from the riser rods, weld attachment lugs to the riser, and reconnect the riser rods.
 - h) Install a 30-inch diameter manway in the bottom of the riser.
 - i) Install a handhold at the roof openings for entering and exiting the opening.
 - j) Install a fall prevention device on the wet interior ladder.
- 2) The Engineer will subconsult with a steel tank inspection company to provide a new maintenance inspection report for the 500,000 gallon Benham Water Storage Tank.
- 3) The Engineer shall prepare construction documents, provide bid phase services, provide construction administration services, and provide construction observation and testing services. The construction documents will be based on the recommendation from the new maintenance inspections report noted in Item 2., above.
- 4) This Agreement has been developed assuming all lead-based paints have been previously removed from the water tower.
 - a) The design of lead-based paint abatement/remediation requirements are not included in this agreement and are considered an additional service.

- 5) The design of electrical, lighting, and communication improvements are not included in the contract.
- 6) The Engineer will evaluate a cathodic protection system. If requested by the Owner, the Engineer will design a cathodic protection system.

PART II – BASIC SERVICES

The Engineer will provide consulting engineering services necessary for the completion of the Benham Water Tower Rehabilitation Project (Project). The Engineer will complete investigative services, design phase services, bidding phase services, construction administration services and limited construction observation services.

Task 1 – Project Management

1. The Engineer will establish project management controls and procedures including: scheduling, budgeting, subcontractor management, and quality controls. Engineer will perform monthly invoicing and status reporting including progress updates.
2. Monthly meetings with the Owner will be conducted. Agendas will be submitted prior to the meeting and meeting minutes will be submitted to all attendees within seven (7) days of the meeting. Two (2) meetings are anticipated.

Task 2 – Tank Inspection

1. The Engineer shall procure the services of an experienced Subconsultant to perform a maintenance inspection for this project. This work shall include:
 - a) Inspect the tank's interior coating for remaining intactness and anticipated life. Submerged surfaces to be inspected by remotely operated vehicle (ROV).
 - b) Review interior surfaces for corrosion and/or damage and qualify damage for repairs.
 - c) Inspect the exterior coating.
 - d) Review exterior appurtenances for damage due to corrosion.
 - e) Review the exterior of the exposed foundations.
 - f) Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include conclusions and recommendations, base report, digital photographs with descriptions, and an edited inspection video.

Task 3 – Construction Documents

1. The Engineer shall prepare construction documents including sketches, front-end documents, and technical specifications for the project.
 - a) Utilize City of Elkhart front-end bid specifications assuming that the project is only funded through local funds. Development of bidding documents for other funding sources are considered additional services.

- b) Technical specifications will be based upon recommendations developed in a Maintenance Inspection Report to be prepared as part of this project.
- c) Sketches will be provided as attachments as necessary to convey the intent of the project to the Bidders.
- d) The Engineer will evaluate and provide guidance to the OWNER regarding a cathodic protection system.

Task 4 – Cathodic Protection System Design

If directed by the Owner, the Engineer will design a cathodic protection system and the incoming power feed/service.

Task 5 – Bid Phase Services

1. The Engineer shall assist the Owner in the following items during the bidding phase:
 - a) Advertising and obtaining bids for the contract for construction, materials, equipment and services described above by a prime contractor.
 - b) Issue addenda as appropriate to clarify, correct or change the bidding documents.
 - c) Attend the bid opening, prepare bid tabulation sheets and assist Client in evaluating bids or proposals and in assembling and awarding contracts.
2. Electronic documents will be provided by the Engineer to the City for placement onto the City of Elkhart online plan room for bidding purposes.

Task 6 – Construction Administration

1. The Engineer shall perform the following subtasks as part of the Construction Administration Phase through July 2024:
 - a) Facilitate pre-construction conferences and prepare agenda and meeting memorandum.
 - b) Prepare and issue Engineer’s Supplemental Instructions and Proposal Requests.
 - c) Review Contractor’s Payment Applications and prepare recommendations for payment.
 - d) Prepare and recommend Change Orders.
 - e) Review shop drawings for compliance to design intent.
 - f) Prepare punch list and issue additional comments as required.
 - g) Perform final inspection of Work.
 - h) Prepare Certificate of Substantial Completion.

Task 7 – Limited Construction Observation and Testing Services (through December 2023.)

1. It is estimated that the Engineer shall provide limited construction observation and testing services (weld, surface preparation, wet film, and/or dry film paint thickness) for the components listed below. Note that the final paint systems may vary slightly from what is

identified in the table below and will not be finally determined until the preparation of the construction documents. The Engineer shall provide the following services:

- a) Construction Observation services will consist of the following:
 - i. The ENGINEER shall provide one (1) periodic Project Representative throughout the construction period through project closeout. The Project Representative will coordinate with the Contractor in a sole effort to schedule weld and/or paint inspection and/or testing services.
 - ii. The Project Representative will take directions from and report to the OWNER and/or ENGINEER on all matters concerning contract compliance and administration.
 - b) Certified Weld Inspection/Testing
 - i. Review submitted installation procedures and qualifications of proposed field welders for approval.
 - ii. Perform visual inspection of prefabricated items prior to installation.
 - iii. Perform visual inspection of field welds and perform magnetic-particle inspection of up to 25% of said welds.
 - iv. Perform bolt-torque testing on newly installed critical bolted connections.
 - v. Tests/inspections will be documented, and any non-conformance will be submitted to the contractor for remediation and re-inspection/testing prior to painting. Any re-testing required shall be included in the construction documents to be reimbursed to the Owner for cost of said re-testing.
 - c) Paint Inspection/Testing
 - i. Perform inspection of abrasive blast cleaning of all interior and exterior surfaces for completeness and conformance to specifications prior to installation of prime and stripe coats.
 - ii. Perform testing and inspection of prime paint coats for dry film thickness and uniformity requirements prior to subsequent coat installations.
 - iii. Perform testing and inspection of intermediate paint coats for dry film thickness and uniformity requirements prior to subsequent coat installations.
 - iv. Perform testing and inspection of final paint coats for dry film thickness, uniformity, and performance (visual) requirements prior to final acceptance
 - v. Tests/inspections will be documented, and any non-conformance will be submitted to the contractor for remediation and re-inspection/testing prior to additional painting. Any re-testing required shall be included in the construction documents to be reimbursed to the Owner for cost of said re-testing.
2. It is estimated that the Engineer shall provide limited construction observation services up to 36 hours. In addition, up to 21 days are included for testing services, to be invoiced at the daily rate.

Task 8 – Warranty Observation

1. The Engineer shall procure the services of an experienced subconsultant to provide a one-year warranty observation, including ROV and/or exterior observation only. The Engineer shall provide the following services:

- a) Warranty Observation services will consist of the following:

- i. Review all wet or dry interior services for corrosion and/or damage, qualify and quantify damage for repairs. All coating repairs needed are to be quantified by extrapolation of a measured area and compared with warranty requirements.
- ii. Observe the exterior coating and quantify damages.
- iii. Review all repairs completed during the Construction Phase.
- iv. Review all exterior appurtenances for damage due to corrosion or construction.
- v. Review exterior of the exposed foundations.
- vi. Review screening of the vent, overflow pipe and other possible contamination sources.
- vii. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be in letter format.

(Remainder of this page intentionally left blank.)

PART III – SCHEDULE OF SERVICES

The Engineer understands the OWNER’s desire to complete the scope of services outlined above in an expeditious manner. The Engineer will complete the above work in accordance with the following schedule. Notice to Proceed (NTP), from the Owner, is anticipated to occur on October 4, 2022. The following summarizes the anticipated schedule, based on the NTP of October 4, 2022:

Notice to Proceed	October 4, 2022
Tank Inspection	75 days after Notice to Proceed
Preliminary Bid Package Submittal	15 days after receipt of Tank Inspection Report and Recommendations
Final Bid Package Submittal	January 2023
Board Approval of Bid Documents	January 2023
Bidding Opening	February 2023
Construction/Rehabilitation*	Anticipated Late Fall 2024

*** This Amendment No. 1 includes Engineer’s anticipated services through July 2024. The project will be complete in the late Fall of 2024. Once the Contractor’s schedule is provided, Engineer will develop another Contract Amendment for services through project completion.**

PART IV - ADDITIONAL SERVICES

Additional services that are not included in the above Project scope are available through the

resources of Engineer. It is not anticipated that these services will be required at this time. Additional services include, but are not limited to:

- A. Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project except as specifically set out in **Exhibit A Part II – Basic Services**.
- B. Preparing documents for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
- C. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing and assist Owner in obtaining process licensing; detailed quantity of surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by Owner.
- D. Lead based paint testing, analysis and design of abatement/remediation procedures.
- E. Services during out-of-town travel required of Engineer other than visit to the site or Owner's office.
- F. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services except as specifically set out in Article 6 of the Professional Services Agreement. Preparation of revised bid documents for rebidding in the event that bids as received are rejected except as specifically set out in Article 6 of the Professional Services Agreement.
- G. Preparation of operating, maintenance and staffing manuals.
- H. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration or other legal or administrative proceeding involving the project.
- I. Services to make measured drawings of or to investigate the accuracy of drawings or other information furnished by the Owner except as specially set out in **Exhibit A Part II – Basic Services**
- J. Preparation of an Environmental Assessment, Environmental Impact Statement, Section 4(f) Evaluation, Section 106 Evaluation, Section 6(f) Evaluation or other environmental compliance documentation, as required except as specifically set out in **Exhibit A Part II – Basic Services**.

- K. Unless otherwise specifically noted in **Exhibit A Part II – Basic Services**, design of electrical, lighting, communication improvements.
- L. Additional Services in connection with the project, including services which are to be furnished by Owner in accordance with **Exhibit B** and services not otherwise provided for in this Agreement.
- M. Preparation and submittal of an IDEM Construction Permit for Public Water System (IAC 327 8-3-3).
- N. All other services not specifically listed in the Engineer's Scope of Services.

(Remainder of this page intentionally left blank.)

A. This is **EXHIBIT C**, consisting of one (1) page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Payments to Engineer for Services and Reimbursable Expenses

Engineer's services will be billed monthly. Payment shall be made under the provisions of Article 5. If the Owner has questions or comments concerning our services or charges during the course of the work, they are to be brought to Engineer's attention immediate so that any problem can be resolved quickly.

In consideration of the Basic Services presented in **EXHIBIT A**, Engineer will be compensated on a lump sum basis, except as otherwise indicated, for a fee not to exceed **\$111,860.00** based on percentage of task completion.

Task	Description	Fee
1	PROJECT MANAGEMENT	\$1,000.00
2	TANK INSPECTION	\$5,500.00
3	CONSTRUCTION DOCUMENTS	\$12,500.00
4	CATHODIC PROTECTION SYSTEM DESIGN (If directed by OWNER)	\$5,500.00
5	BIDDING PHASE SERVICES	\$3,500.00
	DESIGN SERVICES TOTAL	\$28,000.00
6	CONSTRUCTION ADMINISTRATION (HOURLY RATE)	\$9,000.00 \$45,760.00
7	LIMITED CONSTRUCTION OBSERVATION AND TESTING SERVICES (DAILY AND HOURLY RATE)	\$30,600.00 \$33,100.00
8	WARRANTY OBSERVATION	\$5,000.00
	CONSTRUCTION SERVICES TOTAL	\$44,600.00 \$83,860.00
	PROJECT TOTAL	\$72,600.00 \$111,860.00

Invoices will be submitted on a monthly basis based upon percent of completion. For tasks designated as an Allowance, invoices will be based upon reimbursable expenses listed and actual hours worked at the hourly rates identified in **Exhibit H**.

The Owner shall reimburse the Engineer all fees paid to review agencies to secure permits and agreements necessary for the Project.

Additional services, as required or desired, will be negotiated and agreed upon before commencing work on those services.



M E M O R A N D U M

Date April 4, 2024
To Board of Public Works
From Bryan Cress, Regulatory Compliance Manager *BCC*
RE Resolution Establishing the Terms and Conditions for Sale of 28864 W County Road 16

Public Works respectfully requests that the Board of Public Works approve the attached resolution establishing the terms and conditions of the sale for the property at 28864 W County Road 16, Elkhart, IN 46516 (Second Replat of Lot 5A Frank's Addition).

The Board of Works and Mayor Roberson have already approved of the disposal of the property. The property must be put up for bid for a period of no more than 60 days. The property was appraised by two appraisers. The first appraisal valued the property at one hundred sixty thousand dollars (\$160,000) and the second valued the property at two hundred five thousand dollars (\$205,000). Public works is recommending that the minimum bid be set at the lower of the two property values based on the condition of the property.

Along with the minimum bid, other recommended conditions of the sale to make it compliant with State law:

- Submitting bids in writing to Clerk of the Board of Public Works,
- Accept bids from May 17, 2024, until July 16, 2024
- Open bids at each regularly scheduled Board meeting
- A bidder may raise the bidder's bid by submitting a new bid
- That raise takes effect after the board has given written notice of that raise to the other bidders
- Each bidders will be notified of the results by mail
- The highest and best bidder shall submit payment within 30 days of the postmarked date of the mailed result
- Requiring information about the bidder (name, address, etc.)

If the board elects to approve the resolution, Public Works will have a notice of the sale published in accordance with IC 5-3-1 setting forth the terms and conditions of the sale.

Resolution 24-R-12
**A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE
CITY OF ELKHART, INDIANA, TO SET TERMS AND CONDITIONS FOR THE SALE OF
THE PROPERTY AT 28864 COUNTY ROAD 16 W**

WHEREAS, the City of Elkhart, Indiana, ("City") is a political subdivision of the State of Indiana;

WHEREAS, the property at 28864 County Road 16 W, Elkhart, Indiana ("Property") is owned by the City of Elkhart and was purchased with funds from the Elkhart Municipal Water Works ("Utility");

WHEREAS, Mayor Rod Roberson, acting as the executive of the City, approved the disposal of the Property on November 29, 2023;

WHEREAS, the Board of Public Works ("Board"), acting as the fiscal body of the Utility and as the body authorized to transfer real property owned by the City, approved the disposal of the Property on November 21, 2023;

WHEREAS, Chris Niedbalski, an appraiser licensed in Indiana, appraised the Property to have a value of one hundred sixty thousand dollars (\$160,000) as of December 15, 2023;

WHEREAS, Iverson Grove, an appraiser licensed in Indiana, appraised the Property to have a value of two hundred five thousand dollars (\$205,000) as of December 22, 2023; AND

WHEREAS, the Board, acting as the disposal agent, has determined a minimum bid for the property based on the appraisals and the disposal agent's knowledge of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF ELKHART, INDIANA, THAT the following terms and conditions apply to the sale of the Property:

The minimum bid is one hundred sixty thousand dollars \$160,000. Each bid must be submitted in writing to Clerk of the Board of Public Works, City of Elkhart, 229 South Second St, Third Floor Elkhart, IN 46516. Bids will be accepted beginning on May 17, 2024, and continuing day to day up until 9:00 A.M. (ET), Tuesday, July 16, 2024 ("Deadline"). All unopened bids received by the Clerk of the Board before the start of each of the regularly scheduled Board of Public Works meetings on May 21, 2024, June 4, 2024, June 18, 2024, July 2, 2024, and July 16, 2024 shall be opened and read aloud

during the meeting. Each meeting begins at 9:00 A.M. (ET). Any bid received after the Deadline, will be returned to the bidder unopened. Each bid shall be open to public inspection. A bidder may raise the bidder's bid by submitting a new bid. That raise takes effect after the board has given written notice of that raise to the other bidders. Each bidder will be notified of the results by mail. The highest and best bidder shall submit payment within 30 days of the postmarked date of the mailed result.

Each bid must include the bid amount, name of the bidder (company, corporation, person, etc.), street address, city, state, and zip code of the bidder, telephone number of the bidder, name and title of agent (if applicable). A bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each beneficiary of the trust and settlor empowered to revoke or modify the trust. The bid must include the following certification statement with signature and date: "I am not an ineligible person under IC 36-1-11-16. I swear or affirm that the information I have provided is correct." The property may not be sold to a person who is ineligible under IC 36-1-11-16.

RESOLVED this _____ day of April, 2024.

Michael C. Machlan, President

Jamie Arce, Vice President

Ronnie Davis, Member

Rose Rivera, Member

ATTEST:

Andy Jones, Member

Nancy Wilson, Clerk

NOTICE OF SALE OF REAL PROPERTY

Notice is hereby given that, the City of Elkhart is accepting bids for the sale of the property at 28864 W County Road 16, Elkhart, IN 46516 (Parcel State ID: 20-05-12-154-009.000-001; Legal Description: Lot 5A Second Replat of Lot 5 Frank's Addition).

The minimum bid is one hundred sixty thousand dollars \$160,000. Each bid must be submitted in writing to Clerk of the Board of Public Works, City of Elkhart, 229 South Second St, Third Floor Elkhart, IN 46516. Bids will be accepted beginning on May 17, 2024, and continuing day to day up until 9:00 A.M. (ET), Tuesday, July 16, 2024 ("Deadline"). All unopened bids received by the Clerk of the Board before the start of each of the regularly scheduled Board of Public Works meetings on May 21, 2024, June 4, 2024, June 18, 2024, July 2, 2024, and July 16, 2024 shall be opened and read aloud during the meeting. Each meeting begins at 9:00 A.M. (ET). Any bid received after the Deadline, will be returned to the bidder unopened. Each bid shall be open to public inspection. A bidder may raise the bidder's bid by submitting a new bid. That raise takes effect after the board has given written notice of that raise to the other bidders. Each bidder will be notified of the results by mail. The highest and best bidder shall submit payment within 30 days of the postmarked date of the mailed result.

Each bid must include the bid amount, name of the bidder (company, corporation, person, etc.), street address, city, state, and zip code of the bidder, telephone number of the bidder, name and title of agent (if applicable). A bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each beneficiary of the trust and settlor empowered to revoke or modify the trust. The bid must include the following certification statement with signature and date: "I am not an ineligible person under IC 36-1-11-16. I swear or affirm that the information I have provided is correct." The property may not be sold to a person who is ineligible under IC 36-1-11-16.

M E M O R A N D U M

DATE: April 9, 2024
TO: Board of Public Works
FROM: Daragh Deegan, Water Quality Manager
RE: **2023 Aquatic Community Monitoring Report**

The 2023 Elkhart-South Bend Aquatic Community Monitoring Report has been prepared and is being presented for acceptance by the Board. I will email each board member an electronic version of the report prior to the Board Meeting. Once accepted by the Board, the report will be posted on the City website and will be distributed to our partners with the City of South Bend, along with other community partners and supporters.

The following is requested from the Board of Public Works:

Accept the 2023 Aquatic Community Monitoring Report.



M E M O R A N D U M

Date April 6, 2024
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager
RE Swift Prepared Foods – Permit # 2002-01

On February 26, 2024, Public Works & Utilities Collection crew conducted preventative maintenance cleaning of the City's sewer lines in the area of S. Main St. and Kulp Ave. During this cleaning it was observed that grease was the contributing factor causing the blockages in the City's sewer system at this specified location.

On February 26, 2024, Collections crew started cleaning/grease removal at manhole (MH) # 198-12 located on Kulp Ave. just east of Polo Ave. This cleaning/grease removal continued east towards S. Main St.

Collections crew continued this cleaning/grease removal at S. Main St. & Kulp Ave. north on S. Main St. to MH # 198-23 located just north of 3416 S. Main St.

Collections crew continued this cleaning/grease removal at S. Main St. & Kulp Ave. south on S. Main St. to MH # 197-5 located at 3504 S. Main St.

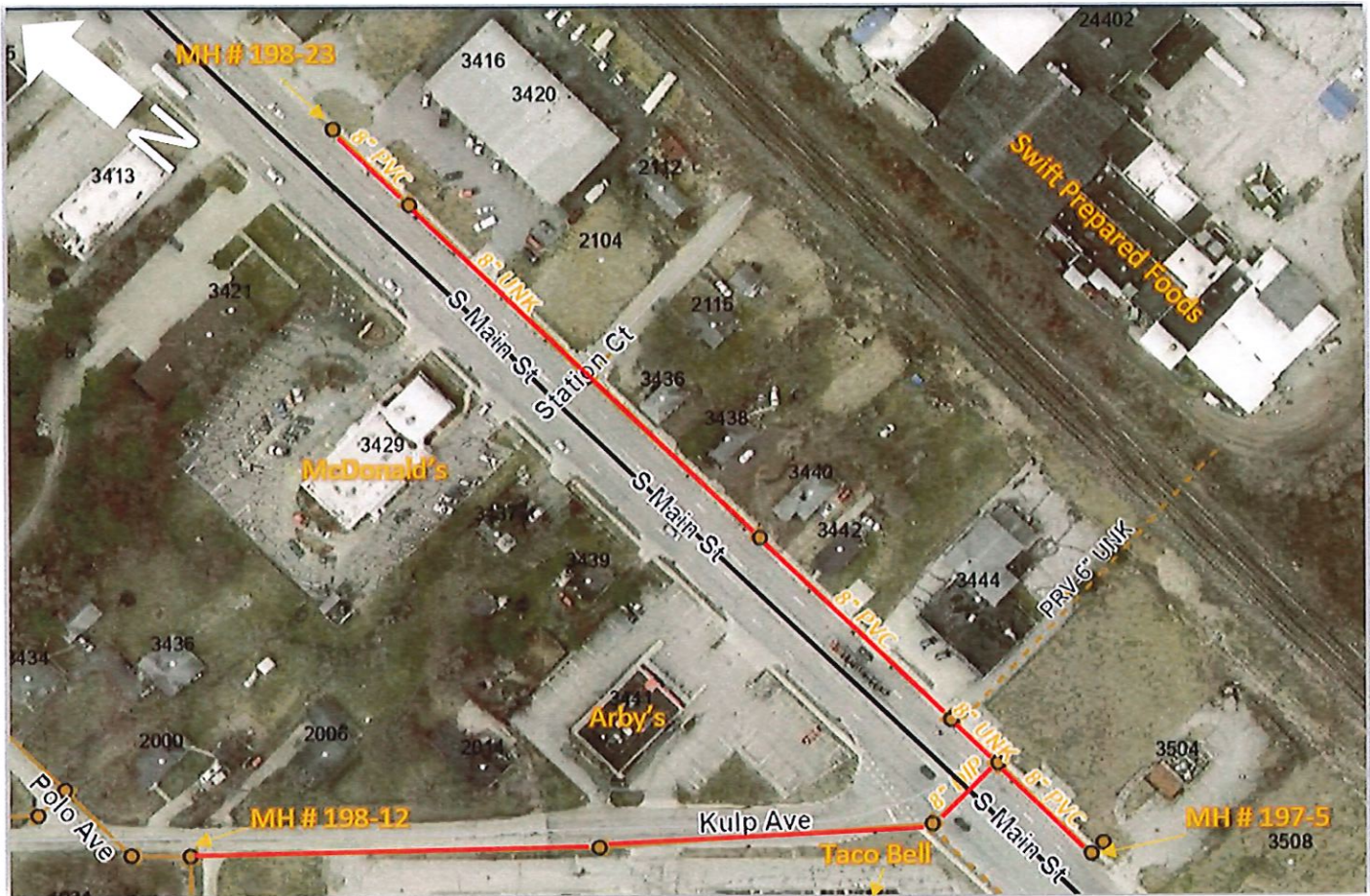
Collections crew concluded the cleaning/grease removal at this specified location on February 28, 2024.

The City of Elkhart Public Works & Utilities Wastewater Utility Enforcement Response Plan states the following:

§ 4.1 *“Violations are typically detected during an inspection, as a result of monitoring conducted by the POTW, or when reviewing a report. The POTW will take escalating enforcement responses to all anticipated types of violations. The process and requirements for enforcement actions are described in detail within the Use Ordinance.”*

§ 4.2 *“Damage to the POTW includes, but is not limited to, weakening, destruction, **blockage**, degradation, pass through, or **interference** of any structure or process of the POTW including, but not limited to, pipes, tanks, pumps, biology, manholes, grates, catch basins, or monitoring devices.”*

Please see the following map that shows the area of this event. The outline in red are the sections of cleaning/grease removal conducted by Collection crew.



Please find Swift Prepared Foods in violation of the Wastewater Use Ordinance and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$2,500 to Swift Prepared Foods - Permit # 2002-01 is recommended.

This memo has previously been reviewed by legal.



M E M O R A N D U M

Date April 6, 2024
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager_{SB}
RE Bonnell Aluminum – Permit # 91-01

Bonnell Aluminum failed to self-monitor lead, cadmium, copper, zinc, mercury and TTO's for the second half of 2023, resulting in significant non-compliance.

WASTEWATER UTILITY USE ORDINANCE:

SIGNIFICANT NONCOMPLIANCE (SNC). *The status of an industrial user that has caused or allowed a violation that meets 1 or more of the following criteria:*

(f) Failure to provide, within 30 calendar days after the due date, required reports such as:

1. Baseline monitoring reports;
2. 90-day compliance reports;
3. Periodic self-monitoring reports; and
4. Reports on compliance with compliance schedules.

(g) Failure to accurately report noncompliance; and

(h) Any other violation or group of violations that the Director determines will adversely affect the operation or implementation of the pretreatment program which may include a violation of BMPs.


Per the City of Elkhart Enforcement Response Plan, Penalty Matrix, 9.3.2 Failure to conduct required self-monitoring per parameter with recommended penalty of \$50 per parameter. For a total penalty of \$300.

Please find Bonnell Aluminum in violation of its Industrial Wastewater Discharge Permit and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$300 to Bonnell Aluminum - Permit # 91-01 is recommended.

This memo has previously been reviewed by legal.



M E M O R A N D U M

Date April 10, 2024
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager 
RE McDowell Enterprises, Inc. – Permit # 85-01

McDowell Enterprises, Inc. (MEI) would like to communicate to the Board of Public Works about McDowell Enterprise's progress with their current Consent Order.

Please hear McDowell Enterprises, Inc. (MEI) communication to the Board of Public Works pertaining to MEI's current Consent Order.

This memo has previously been reviewed by legal.

The Honorable
Rod Roberson
Mayor

Laura Kolo
Utility Services Manager

Tory Irwin
City Engineer



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

December 12, 2023

Re: McDowell Enterprises, Inc. – Industrial Wastewater Discharge Permit # 85-01

CONSENT ORDER- amended 2/20/24 please see bullet 4. E.

WHEREAS, the City of Elkhart ("City") pursuant to its powers, duties and responsibilities vested in and imposed upon by the provisions of the City's Sewer Use Ordinance and McDowell Enterprises, Inc.'s ("McDowell's") Industrial Wastewater Discharge Permit, and the provisions therein have determined that:

1. The City owns and operates a publically owned treatment works, which may be adversely impacted by discharges from its users, including McDowell.
2. McDowell has violated its categorical limits, as specified in Industrial Wastewater Discharge Permit # 85-01, seven times in the past twelve months.
3. The Board of Public Works has directed the Pretreatment Manager to negotiate a Consent Order with the McDowell representative.
4. Therefore, to ensure that McDowell is brought into consistent compliance with the City's Sewer Use Ordinance and its Industrial Wastewater Discharge Permit at the earliest possible date, IT IS HEREBY AGREED AND ORDERED, BETWEEN MCDOWELL ENTERPRISES, INC. AND THE CITY OF ELKHART, THAT MCDOWELL ENTERPRISES, INC. SHALL:
 - a. By 12/19/23, present this Consent Order to the Board of Public Works meeting for approval.
 - b. By 1/31/24, McDowell shall submit to the City its plans and specifications for the proposed pretreatment alterations to its current wastewater treatment system.
 - c. By 2/16/24, the City will complete its review of the plans and specifications and specify any objections.
 - d. By 2/29/24, McDowell shall begin implementing the plans after incorporating the City's objections into those plans. McDowell shall monitor in accordance with its Industrial Wastewater Discharge Permit and submit all sampling results/analyses to Pretreatment Staff.
 - e. By 3/31/24 4/30/24, McDowell shall complete the implementation. (On 2/20/24, the BOW granted McDowell Enterprises, Inc.'s request for a thirty day extension from 3/31/24 to 4/30/24.)
 - f. By 3/31/25, McDowell shall have no more than one violation of the City's Sewer Use Ordinance or McDowell's Industrial Wastewater Discharge Permit within the previous twelve-month period.
 - g. By 5/6/25, McDowell and the City shall closeout this Consent Order at Board of Public Works meeting.
 - h. McDowell shall pay \$100 per day for every day it fails to comply with the schedule set out in items a-e above.
 - i. McDowell shall pay \$500 per violation of the City's Sewer Use Ordinance or McDowell's Industrial Wastewater Discharge Permit in excess of the one violation specified in f above and may be subject to

an extension of this consent decree.

December 12, 2023

Re: McDowell Enterprises, Inc. – Industrial Wastewater Discharge Permit # 85-01

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

SIGNATORIES

FOR MCDOWELL ENTERPRISES, INC.

Date

[Name], [Title]

FOR CITY OF ELKHART

Michael Machlan, President

Ronnie Davis, Member

Chad Crabtree, Vice President

Rose Rivera, Member
ATTEST:

Jamie Arce, Member

Nancy Wilson, Clerk



DATE	2/20/24
APPROVED BY CITY OF ELKHART BOARD OF PUBLIC WORKS	
	<i>Ron Day</i>
	<i>Stacy Jones</i>
	<i>Rose Rivera</i>

M E M O R A N D U M

Date February 14, 2024
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager *SB*
RE McDowell Enterprises, Inc. -- Permit # 85-01

On December 19, 2023, the Board of Public Works approved McDowell Enterprises, Inc. (MEI) Consent Order. MEI has submitted to Pretreatment Staff its plans as prescribed in 4. b. "By 1/31/24, McDowell shall submit to the City its plans and specifications for the proposed pretreatment alterations to its current wastewater treatment system." of the Consent Order.

MEI plans to collect samples from each waste sump, at the end of treatment in each tank, and the end of pretreatment. Additionally, settling time data would be accumulated to ensure solids removal from the system is adequate. The collected data would then be utilized to ensure the system timing and solids collection are adequate to meet the new guidelines.

MEI is respectfully requesting a thirty day extension pertaining to 4. e. "By 3/31/24, McDowell shall complete the implementation." to 4/30/24 of the Consent Order. Due to the following reasons:

- The local economy is such that McDowell Enterprises, Inc. is only working approximately 30 hours a week--verses the normal 138 hours.
- Laboratory timelines are out of McDowell Enterprises, Inc. control. The City has experienced this time lag as well and should be familiar with the fact 30 days is the general turnaround.

Pretreatment Staff recommends approval of this request and believes it is reasonable.

Please approve the McDowell Enterprises, Inc. request for 30 day extension for laboratory analysis, interpreting data, and adjustments for timing and collection to be made to their wastewater treatment system from March 31, 2024 to April 30, 2024 of the Consent Order.

This memo has previously been reviewed by legal.

The Honorable
Rod Roberson
Mayor

Laura Kolo
Utility Services Manager

Tory Irwin
City Engineer



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

December 12, 2023

Re: McDowell Enterprises, Inc. – Industrial Wastewater Discharge Permit # 85-01

CONSENT ORDER

WHEREAS, the City of Elkhart ("City") pursuant to its powers, duties and responsibilities vested in and imposed upon by the provisions of the City's Sewer Use Ordinance and McDowell Enterprises, Inc.'s ("McDowell's") Industrial Wastewater Discharge Permit, and the provisions therein have determined that:

1. The City owns and operates a publically owned treatment works, which may be adversely impacted by discharges from its users, including McDowell.
2. McDowell has violated its categorical limits, as specified in Industrial Wastewater Discharge Permit # 85-01, seven times in the past twelve months.
3. The Board of Public Works has directed the Pretreatment Manager to negotiate a Consent Order with the McDowell representative.
4. Therefore, to ensure that McDowell is brought into consistent compliance with the City's Sewer Use Ordinance and its Industrial Wastewater Discharge Permit at the earliest possible date, IT IS HEREBY AGREED AND ORDERED, BETWEEN MCDOWELL ENTERPRISES, INC. AND THE CITY OF ELKHART, THAT MCDOWELL ENTERPRISES, INC. SHALL:
 - a. By 12/19/23, present this Consent Order to the Board of Public Works meeting for approval.
 - b. By 1/31/24, McDowell shall submit to the City its plans and specifications for the proposed pretreatment alterations to its current wastewater treatment system.
 - c. By 2/16/24, the City will complete its review of the plans and specifications and specify any objections.
 - d. By 2/29/24, McDowell shall begin implementing the plans after incorporating the City's objections into those plans. McDowell shall monitor in accordance with its Industrial Wastewater Discharge Permit and submit all sampling results/analyses to Pretreatment Staff.
 - e. By 3/31/24, McDowell shall complete the implementation.
 - f. By 3/31/25, McDowell shall have no more than one violation of the City's Sewer Use Ordinance or McDowell's Industrial Wastewater Discharge Permit within the previous twelve-month period.
 - g. By 5/6/25, McDowell and the City shall closeout this Consent Order at Board of Public Works meeting.
 - h. McDowell shall pay \$100 per day for every day it fails to comply with the schedule set out in items a-e above.
 - i. McDowell shall pay \$500 per violation of the City's Sewer Use Ordinance or McDowell's Industrial Wastewater Discharge Permit in excess of the one violation specified in f above and may be subject to an extension of this consent decree.

December 12, 2023

Re: McDowell Enterprises, Inc. -- Industrial Wastewater Discharge Permit # 85-01

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

SIGNATORIES

FOR MCDOWELL ENTERPRISES, INC.

12-13-23
Date

McDowell Enterprises, Inc. by Carol McDowell, President
[Name], [Title]

FOR CITY OF ELKHART

Michael Machlan, President

Ghad Grabtree, Vice President

Jamie Arce, Member

Ronnie Davis, Member

Rose Rivera, Member

ATTEST:

Nancy Wilson, Clerk



MEMORANDUM

DATE: April 16, 2024

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering *JTS*

RE: **Professional Services Agreement with Lochmueller Group for the Downtown Intersection Traffic Model and Report**

As the City moves forward with the Downtown Master Plan, there is a need to study the various proposals to change traffic patterns. These potential changes include one-way to two-way conversions, intersection controls, parking, and speed limits.

The Engineering Staff believes that a new model for traffic downtown can assist the Mayor and Common Council in reviewing and implementing these potential changes. The intent would be to create a model that is highly graphical and visual, using animation and other tools to look at very options and understand how those options will impact the downtown traffic patterns.

The Engineering Staff solicited proposals from ten firms and received proposals from the following: DLZ Indiana, Lochmueller Group, United Consulting, EMCS/HNTB, and Structurepoint. The proposals were reviewed and scored based on the following: qualifications of staff, local knowledge, project approach, previous experience, proposed fees, and proposed schedule. Based on the review and scoring, the Engineering Staff would recommend that the project is awarded to Lochmueller Group.

This work will be funded by the 2024 Common Council appropriation Engineering Professional Services.

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

Authorized the Board President to execute the Professional Services Agreement with Lochmueller Group for the Downtown Intersection Traffic Model and Report with a fee of \$74,000.00.



MEMORANDUM

DATE: April 16, 2024
TO: Board of Public Works
FROM: Jeffrey Schaffer, Engineering *JJS*
RE: **Award Quote #24-10, Goshen Avenue and Blazer Boulevard River Greenway Intersection Improvement**

At the March 19, 2024, Board of Public Works meeting, quotes were opened for Quote #24-10, Goshen Avenue and Blazer Boulevard River Greenway Intersection Improvement. The results are as follows:

Contractor	Quote
Premium Services	\$38,368.00
Selge Construction	\$73,957.00

The project is funded by an appropriation by the Redevelopment Commission.

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

Award Quote #24-10, Goshen Avenue and Blazer Boulevard River Greenway Intersection Improvement, to Premium Services, who submitted the lowest responsive quote, with a contract price in the amount of \$38,368.00.



M E M O R A N D U M

DATE: April 3, 2024
TO: Board of Public Works
FROM: Paul Wunderlich, Utility Engineer *PW*
RE: **Resolution 24-R-11 - Preliminary Engineering Report Acceptance (Wastewater)**

As a condition of approval for the State Revolving Fund loan, Engineering requests that the Board of Works accept the Preliminary Engineering Report for the Oakland Tank Project B – Wastewater 2024 project.

A public hearing for the PER was held at the BOW meeting on March 19, 2024, as required by SRF guidelines.

It is requested the Board of Public Works:
**adopt the Preliminary Engineering Report Acceptance Resolution (Wastewater),
No 24-R-11.**

**THE CITY OF ELKHART BOARD OF PUBLIC WORKS
PER ACCEPTANCE RESOLUTION**

WHEREAS, the City of Elkhart Board of Public Works of Elkhart, Indiana, has caused a Preliminary Engineering Report (“PER”), dated March 28, 2024, to be prepared by the consulting firm of DLZ Indiana, LLC; and

WHEREAS, said PER was presented to the public at a public hearing which was held on April 2, 2024, on the 2nd Floor, Council Chambers, Municipal Building located at 229 S. Second Street in Elkhart, Indiana, for public comment; and

WHEREAS, the City of Elkhart Board of Public Works finds that there was not sufficient evidence presented in objection to the recommended project in the PER to prevent the Board of Public Works to deny approval; and

WHEREAS, the City of Elkhart Board of Public Works finds that there was sufficient evidence presented in favor of approval and adoption of the recommended project in the PER; and

NOW, THEREFORE BE IT RESOLVED by the City of Elkhart Board of Public Works, the governing body of the Participant, that:

1. The Preliminary Engineering Reports, prepared by DLZ Indiana, LLC, dated March 28, 2024 be approved and adopted by the City of Elkhart Board of Public Works; and
2. The Preliminary Engineering Reports be submitted to the State Revolving Fund Loan Program for review and approval.

ADOPTED this _____ day of _____, of 2024.

**THE CITY OF ELKHART, INDIANA, ACTING
BY AND THROUGH ITS BOARD OF PUBLIC WORKS**

Michael Machlan, President

Jamie Arce, Vice-President

Ronnie Davis, Member

Rose Rivera, Member

Andy Jones, Member

Nancy Wilson, Clerk



M E M O R A N D U M

DATE: April 3, 2024
TO: Board of Public Works
FROM: Paul Wunderlich, Utility Engineer *PW*
RE: **Oakland B – Parcels 1 & 2 - Warranty Deed Acceptance**

The Oakland B Tank Project is acquiring two parcels from Capstone II, LLC and Wolf Pack, LLC for the project construction and future maintenance of the utility. The following warranty deeds are attached for approval.

Parcel Nos. 20-06-07-282-012.000-012
20-06-07-282-017.000-012

It is requested the Board of Public Works:
Accept and sign the attached warranty deeds

WARRANTY DEED

Form WD-1
Revised 8/2022

Project:	<u>Oakland Avenue</u>
Code:	<u>NA</u>
Parcel:	<u>1</u>
Page:	<u>1 of 2</u>

THIS INDENTURE WITNESSETH, That Capstone II, LLC, the Grantor(s) of Elkhart County, State of Indiana Convey(s) and Warrant(s) to the **CITY OF ELKHART BY ITS BOARD OF PUBLIC WORKS**, the Grantee, for and in consideration of the sum of One Hundred Thirty Two Thousand Five Hundred Dollars (\$132,500.00) (of which said sum \$132,500.00 represents land and improvements acquired and \$0.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Elkhart, State of Indiana, and being more particularly described in the legal description(s) attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

The undersigned represent and warrant that they are the Members of the Grantor; that the Grantor is a limited liability company validly existing in the State of its origin and, where required, in the State where the subject real estate is situated; that the Grantor has full company capacity to convey the real estate interest described; that pursuant to a resolution of the Members of the Grantor or the Operating Agreement of the Grantor they have full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that they are therefore, fully authorized and empowered to convey to the City of Elkhart real estate of the Grantor, and that on the date of execution of said conveyance instruments they had full authority to so act; and that all necessary company action for the making of this conveyance has been duly taken.

Interests in land acquired by the City of
Elkhart
Grantee mailing address:
1201 S. Nappanee St.
Elkhart, IN 46516

Form WD-1
Revised 8/2022

Project: Oakland Avenue
Code: NA
Parcel: 1
Page: 2 of 2

The grantor(s) assume(s) and agree(s) to pay the 2022 payable 2023 real estate taxes and assessments on the above described real estate. This obligation to pay shall survive the said closing and shall be enforceable by the State in the event of any non-payment.

IN WITNESS WHEREOF, the said Grantor(s) have executed this instrument
this 31 day of OCT, 2023.

Capstone II, LLC

[Signature]

Signature

RICHARD L SCHMUCKER MEMBER

Printed Name and Title

STATE OF: Florida :
COUNTY OF Sumter : SS:

Before me, a Notary Public in and for said State and County, personally appeared Richard L Schucker
MEMBER of Capstone II, LLC, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be their voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 31 day of October, 2023.

Signature Carrie Walker
Printed Name Carrie Walker
My Commission Number HH 2150108
My Commission expires 5/6/2026
I am a resident of Sumter County.



This instrument prepared by Margaret Mary Marnocha, #23249-71, Assistant City Attorney, Public Works & Utilities, 1201 S. Nappanee St., Elkhart IN 46516, 574-293-2572
I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless otherwise required by law. Margaret Mary Marnocha

EXHIBIT "A"

Project: Oakland Project B
Parcel 1 Fee Simple
Encumbers Key 20-06-07-282-016.000-012

Sheet 1 of 2

Lot 41 as designated on the recorded plat of Hiram D. Thomas Estate Addition to the City of Elkhart, said plat being recorded in Deed Record 103, Page 287, in the Office of the Recorder of Elkhart County, Indiana.

EXHIBIT "A"

Project: Oakland Project B
Parcel 1A Fee Simple
Encumbers Key 20-06-07-282-017.000-012

Sheet 2 of 2

Lot 42 as designated on the recorded plat of Hiram D. Thomas Estate Addition to the City of Elkhart, said plat being recorded in Deed Record 103, Page 287, in the Office of the Recorder of Elkhart County, Indiana.

Parcel: 1
Project: Oakland Project B
County: Elkhart
Section: 7
Township: 37N
Range: 5

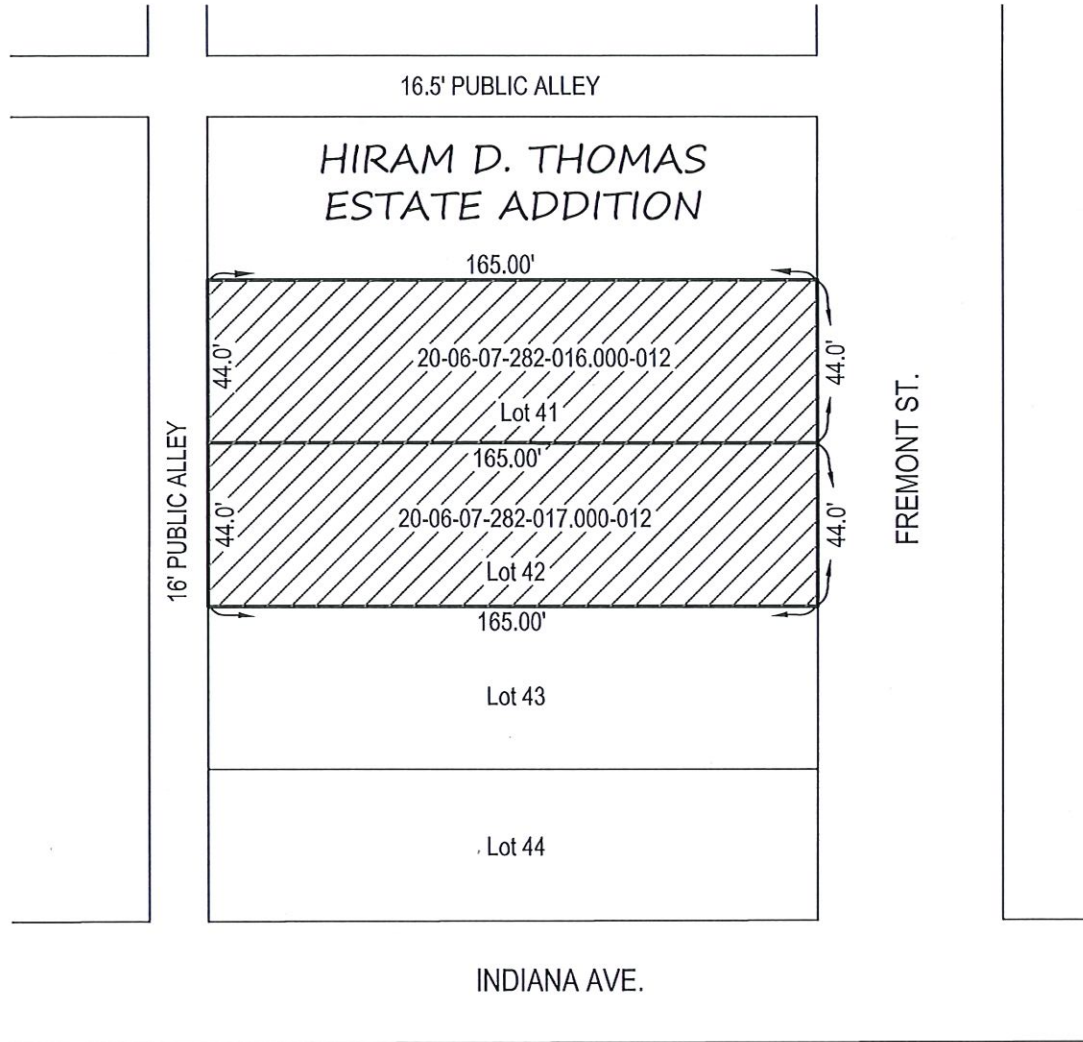
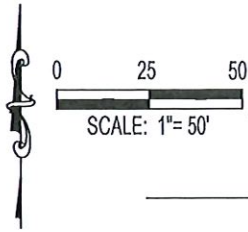
Exhibit "B"

Right of Way Parcel Plat

Owner: Capstone II, LLC
Sheriff's Deed: 2019-20543
Hiram D. Thomas Estate Addition: MR 27 P 478

Prepared by: GMW
Checked by: SAJ
DL Proj: 2361-5893-90-6100

 Hatched Area is the
Approximate acquisition



DLZ
DLZ INDIANA, LLC
2211 EAST JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46615
(574) 236-4400 www.dlz.com

ACCEPTANCE

The Grantee hereby accepts the foregoing Warranty Deed together with all conditions and requirements stated therein.

Executed this ____ day of _____, 2024.

ELKHART BOARD OF PUBLIC WORKS

Michael C. Machlan, President

Jamie Arce, Vice-President

Ronnie Davis, Member

Rose Rivera, Member

ATTEST:

Andy Jones, Member

Nancy A. Wilson, Clerk

STATE OF INDIANA, COUNTY OF ELKHART, SS:

Before me, the undersigned Notary Public, in and for said County and State, personally came Michael C. Machlan, Jamie Arce, Ronnie Davis, Rose Rivera and Andy Jones the members of the Elkhart Board of Public Works, and acknowledged their acceptance and execution of this dedication.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on this ____ day of _____, 2024.

My Commission Expires:

Nancy A. Wilson, Notary Public
Resident of Elkhart County, Indiana

WARRANTY DEED

Form WD-1
Revised 8/2022

Project:	<u>Oakland Avenue</u>
Code:	<u>NA</u>
Parcel:	<u>2</u>
Page:	<u>1 of 2</u>

THIS INDENTURE WITNESSETH, That Wolf Pack, llc, the Grantor(s) of Elkhart County, State of Indiana Convey(s) and Warrant(s) to the **CITY OF ELKHART BY ITS BOARD OF PUBLIC WORKS**, the Grantee, for and in consideration of the sum of One Hundred Twenty One Thousand Five Hundred Dollars (\$121,500.00) (of which said sum \$121,500.00 represents land and improvements acquired and \$0.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Elkhart, State of Indiana, and being more particularly described in the legal description(s) attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

The undersigned represent and warrant that they are the Members of the Grantor; that the Grantor is a limited liability company validly existing in the State of its origin and, where required, in the State where the subject real estate is situated; that the Grantor has full company capacity to convey the real estate interest described; that pursuant to a resolution of the Members of the Grantor or the Operating Agreement of the Grantor they have full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that they are therefore, fully authorized and empowered to convey to the City of Elkhart real estate of the Grantor, and that on the date of execution of said conveyance instruments they had full authority to so act; and that all necessary company action for the making of this conveyance has been duly taken.

Interests in land acquired by the City of
Elkhart
Grantee mailing address:
1201 S. Nappanee St.
Elkhart, IN 46516

Project: Oakland Avenue
Code: NA
Parcel: 2
Page: 2 of 2

The grantor(s) assume(s) and agree(s) to pay the 2022 payable 2023 real estate taxes and assessments on the above described real estate. This obligation to pay shall survive the said closing and shall be enforceable by the State in the event of any non-payment.

IN WITNESS WHEREOF, the said Grantor(s) have executed this instrument
this 23rd day of Oct, 2023.

Wolf Pack, llc

[Signature]
Signature

Ignacio Perez owner
Printed Name and Title

STATE OF: IN :

COUNTY OF Elkhart :

SS:

Before me, a Notary Public in and for said State and County, personally appeared Ignacio Perez
owner of Wolf Pack, llc, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be their voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 23rd day of Oct 2023.

[Signature]
Signature

Erika Clark
Printed Name

NP0747156
My Commission Number

2/26/2031
My Commission expires

I am a resident of Elkhart County.



This instrument prepared by Margaret Mary Marnocha, #23249-71, Assistant City Attorney, Public Works & Utilities, 1201 S. Nappanee St., Elkhart IN 46516, 574-293-2572

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless otherwise required by law. Margaret Mary Marnocha

EXHIBIT "A"

Project: Oakland Project B
Parcel 2 Fee Simple
Encumbers Key 20-06-07-282-012.000-012

Sheet 1 of 1

Lot 37 as designated on the recorded plat of Hiram D. Thomas Estate Addition to the City of Elkhart, said plat being recorded in Deed Record 103, Page 287, in the Office of the Recorder of Elkhart County, Indiana.

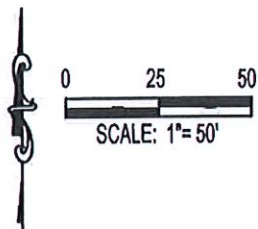
Parcel: 2
Project: Oakland Project B
County: Elkhart
Section: 7
Township: 37N
Range: 5

Exhibit "B" Right of Way Parcel Plat

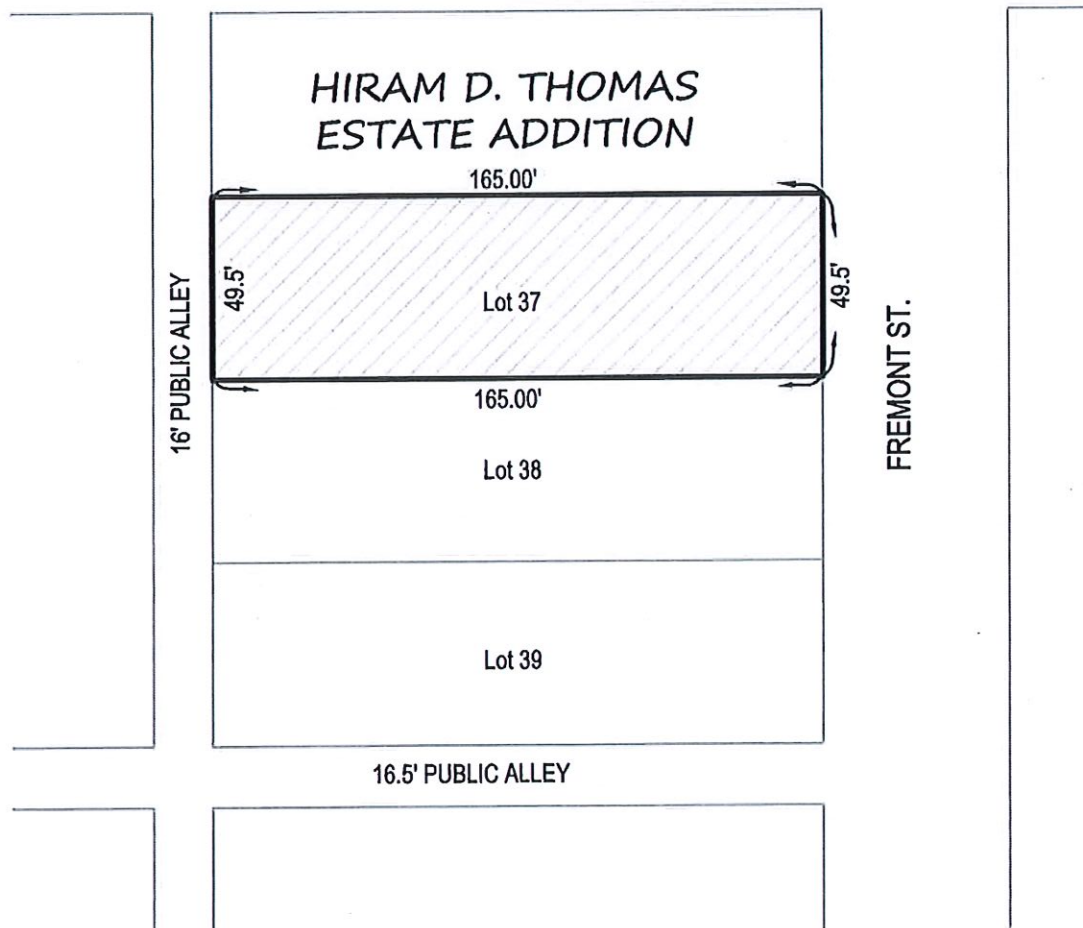
Owner: Wolf Pack LLC
Quit Claim Deed: 2022-11105
Hiram D.Thomas Estate Addition: MR 27 P 478
Tax ID No.: 20-06-07-282-012.000-012

Prepared by: GMW
Checked by: SAJ
DL Proj: 2361-5893-90-6100

 Hatched Area is the
Approximate acquisition



LAFAYETTE ST.



DLZ

DLZ INDIANA, LLC
2211 EAST JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46615
(574) 236-4400 www.dlz.com

ACCEPTANCE

The Grantee hereby accepts the foregoing Warranty Deed together with all conditions and requirements stated therein.

Executed this ____ day of _____, 2024.

ELKHART BOARD OF PUBLIC WORKS

Michael C. Machlan, President

Jamie Arce, Vice-President

Ronnie Davis, Member

Rose Rivera, Member

ATTEST:

Andy Jones, Member

Nancy A. Wilson, Clerk

STATE OF INDIANA, COUNTY OF ELKHART, SS:

Before me, the undersigned Notary Public, in and for said County and State, personally came Michael C. Machlan, Jamie Arce, Ronnie Davis, Rose Rivera and Andy Jones the members of the Elkhart Board of Public Works, and acknowledged their acceptance and execution of this dedication.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on this ____ day of _____, 2024.

My Commission Expires:

Nancy A. Wilson, Notary Public
Resident of Elkhart County, Indiana

Use & Event Permits: Event Committee 04-10-24, BOW 04-16-24

- Jazz Festival June 21-23, City Plaza and Central Green Stage, Portable Stage, Fencing, ESS, EMS, Golf Cars, EPD, Temporary Street Closures, Plaza Sign, Public Assembly, Special Exception from Noise, Fireworks
- Bags, Brews, Bikes Elkhart Indian Motorcycle 6/8- Special Exception from Noise
- Wild West Nights Elkhart Indian Motorcycle 6/5, 7/10, 8/7- Special Exception from Noise
- Coleman Birthday & Retirement 5/25- Special Exception from Noise, Temporary Street Closure
- Elkhart Farmers Market 5/4-9/28- Kardzhali Park, Public Assembly, Plaza Sign
- Summer Chill Series 6/21, 7/19, 8/16, 9/20 NIBCO Water & Ice Park, Mobile Stage, Event Fencing, Plaza Sign, Public Assembly
- Rhapsody Arts & Music Festival 6/7-6/8- Island Park, Stages, Event Fencing, ESS, EMS, Golf Cars, Trailer, EPD, Plaza Sign, Public Assembly, Special Exception from Noise
- Celebration of Life Spud Day 6/22- Ulery Park, Temporary Street Closure, Special Exception from Noise
- Elkhart Juneteenth Celebration 6/19- Roosevelt Park, EMS, EPD, Temporary Street Closure, Plaza Sign, Special Exception from Noise, Public Assembly