

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

**Common Council Chambers**

**9:00 A.M., Wednesday, May 8, 2024**

<https://coei.webex.com/coei/j.php?MTID=m304d00d5cb4f500dbe772b330b0c4e23>

Join by phone: 1-415-655-0001

Meeting Number (access code): 2300 990 4934 Meeting password: BOW24

- I. Roll Call**
- II. Approve Agenda**
- III. Open Bids & Quotes**
  - Bid #24-07 2024 Asphalt Crack Sealing Project
  - Bid #24-08 Hively Avenue Grade Separation Demolition Contract #4
  - Quote #24-13 Tree Removal North
- IV. Claims & Allowance Docket**
- V. Minutes** Regular Meeting April 16, 2024
- VI. Utilities**
  - a.) Administration
    - Wastewater MRO for March 2024
    - BOW Resolution 24-R-14 Appropriation Request
    - Request for Credit 1107 Pearl Street
  - b.) Pretreatment
    - Notice of Violation Swift Prepared Foods Permit #2002-01
    - Notice of Violation Temple Products Permit #2018-01
    - Notice of Violation Atlas Chem Milling Permit #85-16
  - c.) Summary
    - Water Assessments
    - Sewer Assessments
    - Revocable Permits
    - Driveway Permit
- VII. Engineering**
  - a.) Administration
    - Award Quote #24-18 Benham Avenue Multiuse Path Solar Lighting
    - Accept the Plans for the Bristol Street Reconstruction Project
    - Change Order #1 Benham Avenue and Mishawaka Road Multi-Use Path Project Bid #23-20
    - Change Order #1 Hively Avenue Overpass Project Demolition Contract #2 Bid #23-22
    - Change Order #1 Hively Avenue Overpass Project Demolition Contract #3 Bid# 24-03

- Request Bid #24-09 Contract Paving A Northwest Industrial Parks
- Request Bid #24-10 Contract Paving B East Industrial Parks
- Request Bid #24-11 Contract Paving C West Beardsley Ave.

b.) Utility

- Partial Payment #66 to Donohue & Associates Elkhart WWTP Capacity Upgrades Phase 2 QA7634
- Partial Payment #11 to C&E Excavating Oakland Avenue Forcemain Phase A SA7878

**VIII.**

**New Business**

- Economic Development Partnership Grant: Leroy Robinson Southern Soul Music Fest
- Economic Development Partnership Grant: The Elkhart Symphony
- Economic Development Partnership Grant: Greater Chamber of Commerce
- Economic Development Partnership Grant: Elkhart Festivals- Jazz Festival
- Request Permission to Advertise the Elkhart Police Department Evidence/Property Auction
- PSA with DLZ, Indiana, LLC: Central Garage Building Project
- St. John's Episcopal Church Parking Agreement
- Disposal of Fixed Assets: IT Department
- Request Quote #24-19 Purchase of 3 Ford Transit Vehicles for Public Works
- PSA with Roberts Environmental Service, LLC for Remediation Work at 1101 E. Beardsley Avenue
- PSA with JPR, Inc. for Surveying Services

**IX.**

**Public Participation**

**X.**

**Adjournment**

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



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**MEMORANDUM**

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**DATE:** May 21, 2024  
**TO:** Board of Public Works  
**FROM:** Jeffrey Schaffer, Engineering  
**RE:** Award Bid #24-07, 2024 Asphalt Crack Seal Program

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At the May 8, 2024, Board of Public Works meeting, bids were opened for Bid #24-07, 2024 Asphalt Crack Seal Program. The results are as follows:

<b>Contractor</b>	<b>Bid</b>

The project is funded by a 2024 Street Department Budget.

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

**Award Bid #24-07, 2024 Asphalt Crack Seal Program, to \_\_\_\_\_,**  
**who submitted the lowest responsive bid, with a contract price in the amount of \$\_\_\_\_\_.**



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



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**MEMORANDUM**

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**DATE:** May 21, 2024  
**TO:** Board of Public Works  
**FROM:** Jeffrey Schaffer, Engineering  
**RE:** **Award Bid #24-08, Hively Avenue Overpass – Demolition Contract #4**

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At the May 8, 2024, Board of Public Works meeting, bids were opened for Bid #24-08, Hively Avenue Overpass – Demolition Contract #4. The results are as follows:

Contractor	Bid

The project is funded by the 2024 Council Appropriation for the Hively Avenue Overpass Project.


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

**Award Bid #24-08, Hively Avenue Overpass – Demolition Contract #4, to \_\_\_\_\_,**  
**who submitted the lowest responsive bid, with a contract price in the amount of \$\_\_\_\_\_.**



**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 30<sup>th</sup>, 2024   
JAMIE ARCE -CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF \$7,076,612.41 AS LISTED ON THE REGISTER ATTACHED HERETO CONSISTING OF 31 PAGES, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 8TH DAY OF MAY 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  
5.8.2024

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

Fund	Vendor	Description	Amount
7739	LAPORTE CONSTRUCTION CO., INC.	GUARDRAIL AND ATTENUATOR REPAIR	\$ 25,106.57
7704	HEALTH RESOURCES	HR - Dental - April - Plan 3	\$ 25,397.70
6203	EWT HOLDINGS III CORP	PRIMARY CLARIFIER CHAIN	\$ 28,279.00
7739	ONB BENEFITS ADMINISTRATION LLC	Work Comp Claims Funding	\$ 29,553.31
7704	RELIANCE STANDARD LIFE INSURANCE CO	RSL - Life / Ancillary	\$ 29,855.60
7704	RELIANCE STANDARD LIFE INSURANCE CO	RSL - Life & Ancillary - May	\$ 30,262.07
2201	COMPASS MINERALS AMERICA, INC.	Bulk highway salt- 401.31 tons @ \$ 81.38 ton	\$ 32,658.61
6201	PEERLESS-MIDWEST INC	EAST WALL WWTP REPAIR	\$ 37,880.00
1101	MUNICIPAL EMERGENCY SERVICES, INC.	Fire Fighter Rig Gear	\$ 40,800.00
6105	SELGE CONSTRUCTION CO INC	CSO 39 SEWER SEPARATION PROJECT BID #23-14	\$ 44,555.00
1101	CDW GOVERNMENT INC	PANASONIC TOUGHBOOKS-SQUADS	\$ 52,500.00
2202	RIETH-RILEY CONSTRUCTION CO, INC.	Asphalt- Indalan Ave- Benham to May- 791.89 tons	\$ 53,452.70
6203	EMCOR HYRE ELECTRIC CO. OF INDIANA, INC	Cottage Ct. Generator	\$ 55,383.00
1101	CDW GOVERNMENT INC	PANASONIC TOUGHBOOK COMPUTERS	\$ 93,750.00
2201	MC EQUIPMENT, LLC	two Kenworth trucks	\$ 133,846.00
Total Claims over \$25,000			\$713,279.56
Regular Claims under \$25,000:			\$ 819,547.47
<b>Total Regular Departmental Claims:</b>			<b>\$1,532,827.03</b>

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

6106	IN DEPARTMENT OF REVENUE	March 2024 EPU Sales Tax	\$ 28,620.30
1101	INDIANA MICHIGAN POWER COMPANY	04994485706 229 S 2ND ST	\$ 32,117.37
6201	INDIANA MICHIGAN POWER COMPANY	04656645704 1201 S NAPPANEE ST	\$ 41,629.65
8806	INDIANA PUBLIC RETIREMENT SYSTEM-FIRE	INPRS - FIRE 3.28.2024 PAYROLL	\$ 101,131.14
8806	INDIANA PUBLIC RETIREMENT SYSTEM	INPRS - CIVIL CITY 3.28.2024 PAYROLL	\$ 143,827.70
4425	CROSSROADS AMBULANCE SALES & SERVICE, LLC	Ambulance	\$ 419,064.00

Total Pre-Approved over \$25,000:	\$ 766,390.16
Total Pre-Approved Claims under \$25,000:	\$ 215,401.93
<b>Total Pre-Approved Claims:</b>	<b>\$ 981,792.09</b>

**American Rescue Plan Claims:**

2474	CROSSROADS AMBULANCE SALES & SERVICE, LLC	Ambulance Purchase	\$ 409,594.00
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**Total American Resuce Plan Claims: \$ 409,594.00**

**UTILITY REFUNDS**

**Payroll and Pension Payments:**

Police & Fire Clothing Allowance

Police & Fire Pension

Bi-weekly Payroll

\$ 385,930.64
\$ 3,766,468.65
<b>Total Payroll: \$ 4,152,399.29</b>

**Total All Claims, Internal Payments, and Payroll: \$ 7,076,612.41**

*(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 16, 2024

President Michael Machlan called a regular meeting of the Board of Public Works to order at 9:00 a.m., Tuesday, April 16, 2024. Clerk of the Board Nancy Wilson called the roll. Michael Machlan, Ron Davis, Andy Jones, and Rose Rivera attended in person. Jamie Arce was absent. Mike noted the time was after 9:00 a.m. and no more bids or quotes would be accepted.

1. Approve Agenda

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

2. Open Bids and Quotes

Bid #24-05 Grace Lawn Cemetery Bank Restoration Project

Proof of publication was presented which appeared in The Elkhart Truth on March 30 and April 6, 2024. The following bids were received:

C&E Excavating submitted a signed and certified bid summary form with all items checked. The total bid was \$343,450.00.

Selge Construction Company submitted a signed and certified bid summary form with all items checked. The total bid was \$256,190.00.

John Boettcher Sewer & Excavating submitted a signed and certified bid summary form with all items checked. The total bid was \$237,502.99.

On motion by Ron Davis, seconded by Andy Jones and carried 4-0, the Board referred the bids to the staff of Public Works and Utilities for their review and recommendation later in the meeting.

Quote #24-17 Gause Lot Repairs

Niblock submitted a quote for \$96,091.50 for Option B. Premium Concrete Services submitted a quote for \$138,495.00 for Option B. Reith-Riley Construction Company submitted a quote for \$114,220.11 for Option A. On motion by Andy Jones, seconded by Ron Davis and carried 4-0, the Board referred the bids to the Engineer for his review and recommendation at a future meeting.

Quote #24-18 Benham Avenue Multiuse Path and Solar Lighting

TGB Unlimited submitted a quote for \$95,625.00. Martel Electric LLC submitted a quote for \$94,900.00. Hawk Enterprises Inc. submitted a quote for \$108,750.00. On motion by Ron Davis, seconded by Andy Jones and carried 4-0, the quotes were assigned to staff to review and report back at a future meeting.

3. Tabled Item: Award Quote #24-16 Property Maintenance Services

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Award of Quote #24-16 Property Maintenance Services was removed from the table for consideration. On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board awarded Quote #24-16 Property Maintenance Services to Frankenburger for \$2,975.00.

4. Claims & Allowance Docket

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved the claims and allowance docket in the amount of \$3,635,429.21, consisting of 29 pages as prepared on April 10, 2024 at 9:36 a.m.

5. Minutes Regular Meeting April 2, 2024

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0-1 abstention, the Board approved the minutes from the Regular meeting on April 2,



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2024.

6. Utilities

(A.) Administration

Award Bid #24-06 Public Works Reroof Project

On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board awarded Bid #24-06 Public Works Reroof Project to Green Improvements for \$240,499.00. Green Improvements was the lowest, responsive, and responsible bidder.

Wastewater MRO for February 2024

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board accepted and placed on file the Wastewater MRO for February 2024.

Water MRO for March 2024

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board accepted and placed on file the Water MRO for March 2024.

BOW Resolution 24-R-13 Appropriation

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved BOW Resolution 24-R-13 appropriating \$39,260.00 to 6108-5-000-6200500.

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

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

BOW Resolution 24-R-12 Establishing the Terms and Conditions for the Sale of 28864 West County Road 16

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board approved BOW Resolution 24-R-12 establishing the terms and conditions of the sale of the property at 28864 W County Road 16, Elkhart, IN 46516 Second Replat of Lot 5A Frank's Addition.

(B.) Water Quality

2023 Aquatic Community Monitoring Report

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board accepted and placed on file the 2023 Aquatics Community Monitoring Report.

(C.) Pretreatment

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

A motion was made by Rose Rivera and seconded by Ron Davis to find Swift Prepared Foods in violation of the Wastewater Use Ordinance and assign a penalty of \$2,500.00 to Swift Prepared Foods Permit #2002-01. Laura Kolo introduced the event to the Board. For the Board's benefit, the Sewer Collection team normally cleans sewers once every seven years, and the more problematic areas annually. In the past year and a half, we have had an overwhelming problem in the area of Main and Kulp that has led to our crew inspecting the sewer weekly and cleaning monthly. Justin Shanholt, our Collections System Supervisor will speak first to share the efforts his team have been spending for the past year as far as inspecting and cleaning and all the efforts needed to keep the sewer flowing. He will also share some unique



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observations his team has encountered during that time. Then Steve Brown our Pretreatment Supervisor will share some of the efforts his team put into investigating the sources of the problem and including additional monitoring efforts upstream of this problem area.

Justin Shanholt gave the Board a hand out of the area of S Main St, Kulp Ave, and Polo Street Cleaning from 7-1-23 to present, and photos of four area views of the sewer they have been cleaning. On July 18, 2023 there was a back up and plug due to grease. We spent two hours opening the line and then did some clean-up. A week later we were alerted to sewage making its way to Yellow Creek via the storm catch basins located on Main St. We had to do an extensive clean-up that took a total of 56 hours. It overflowed on to the street then down into the catch basins and made its way into the storm sewer. At that time Jason determined we should do cleaning quarterly rather than annually. On October 20, 2023 we went to do maintenance and found the line plugged between manhole 198-12 and Manhole 198-13 due to grease. This is the section with the most problems with large build-up of grease. The crew relieved the plug and did preventative maintenance and spent 42 hours. We went back for the quarterly cleaning on January 22, 2024 and found the same section plugged with grease again. The crew relieved the plug and did preventative maintenance and spent 42 hours. We went back February 29, 2024 because we moved the cleaning up to monthly, and we found the line plugged again. In previous cleaning, we used the jetter nozzle that is meant to remove grease, but with the overwhelming amount of grease it was not effective, so this time we decided to saw the line, and they spent 8 hours sawing that one line to remove all of the grease. On March 26, 2024 we did routine cleaning and found it plugged again with grease. They relieved the plug and continued with maintenance. We now send the CSO Inspector out weekly to check for plugs in this area. After this report was done, yesterday the level was rising so we performed more cleaning. The total labor hours since July 2023 is 260 hours. Justin said one observation they have out there, Manhole 197-13 is where Swift Prepared Foods Private Force Main goes gravity into our system. When you open that manhole you get a strong odor of bacon which they did not notice in the past doing annual cleaning. Mike asked if they are spending their time on 198-12 and 198-13, or if they are going upstream and downstream too. Justin showed the map of the expanded area that they now clean. The grease backs up and travels north. Mike asked if they have added up the total cost of all of this. Justin said they did for the 76-hour event. Steve Brown said the total cost for that event on February 26-29, 2024 was \$7,000.00 for time and material. The recommended penalty Notice of Violation is \$2,500.00. Steve added this is a unique situation because we have multiple contributors that discharge at this location. The two major contributors would be Arby's and Taco Bell. Staff checked their manholes and interceptors and they have all been clear. King Gyros is in this area too, but they don't affect this section of piping. King Gyro pumps south to the Lift Station that goes to the Concord Mall. Mike said he remembers that McDonalds does not flow in this area, and Steve said yes, that is correct. Laura Kolo let the Board know the incident on February 26-29 was invoiced to Swift. She said we are limited in what we can invoice. Mike said the penalty is not intended to make up any of the time and materials. Andy Jones asked if this affects the overtime budget, and Laura said we won't know until



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we get closer to the end of the year. Laura said most of the work was done on straight time, although some overtime hours have occurred. Bryan Cress, Regulatory Compliance Manager added this is an 18" diameter sewer main, it is 400' in the main area of cleaning, it gets to be a  $\frac{3}{4}$  full, the amount of solidifying grease in that stretch would equal about 1.25 cubic yards which is another indicator it is unlikely to be a minor fast food restaurant. It is solidified grease, not liquid grease you would expect from a fryer. Tory Irwin, Director of Public Works noted we recognize the effort this situation causes our staff and our team, and \$2,500.00 does not seem like a large amount, we are limited by State Law on the amount of penalty the Board of Works can assess and we can recommend per incident. While we would love to have the severity of the violation be commiserate with the amount of effort we have to put in and the penalty that we are able to recommend, however we are not able to do so. Mike asked Steve Brown to summarize the communication with Swift. He said they have been communicating back and forth. They had a meeting back in January about this ongoing issue, and we are looking to have Swift install a manhole in the right-of-way just downstream of their Force Main. Steve said they are meeting with all of their Industries on May 9, 2024 to update them all on the requirements of a discharge meter and a monitoring manhole. Steve said they met with Swift, and their goal is to have Swift on their own monitoring manhole isolated from the others. When we met with Swift, they were very compliant and open to it. They said it would take a year to get everything in the works and have it installed. Mike asked if they have a grease interceptor, and Steve said yes, they do. Steve said on their property they have and interceptor, then a manhole, then their lift station that pumps out to S Main Street. We don't believe that the monitoring manhole is a good representation of their discharge. We have been communicating with them and we are working towards getting that rectified. Mike noted for the record that we do not accept emulsifying agents as a solution. Steve says yes, that is correct. Steve let the Board know Swift is going to have another Violation coming. They were nine days late submitting their response to this Violation.

Swift Foods Plant Manager Benjamin Nuss addressed the NOV. He began by saying he wanted to correct some things that were stated. He did not agree to put in a manhole. He said it would take a year to get this done with Engineering. Things like this require Capital projects for a larger Corporation. He said he is the Plant Manager, but he can't just write a check. The second thing he noted was they were sent the bill as the sole responsibility of the grease plug, but we want to install a manhole cover because we are not sure if we are the sole contributor. That was stated twice today. They assumed Swift was the sole contributor to the grease because it smells like bacon. When you cook bacon and wash your room, the outflow smells like bacon. Swift has three grease interceptors. They routinely pump them and inspect them daily. It's a marked measure they take to ensure they are compliant with what they are doing. The fact that they are assuming Swift is the sole contributor to this is not acceptable. Swift takes every measure possible. Swift does not introduce chemicals to emulsify fat in their system. They follow their license to the "t". They don't try to emulsify the fat or put any chemicals in their drain. That would contribute to their grease interceptors not working correctly. Doing anything to dissolve the fat would affect the grease interceptor's ability to trap the grease. They depend on the grease's



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ability to float or not float to trap it in the system. There is a simple pit and a weir, which is a dam, that allows water over the top and the grease stays behind. It is effective. Mike apologized and said he did not mean to imply they were doing that. Ben said he was just trying to set the record straight. Ben said they monitor their systems closely. They came to address the NOV and the late reporting. He apologized.

Dominiek Fultz the Safety Supervisor for JBS, Swift Prepared Foods said it was his fault they had a late response. He disagreed with the NOV. They have three grease interceptors on site. They routinely have a vendor come pump out the grease traps. To help mitigate this, they increased the pumping to every three weeks. They took two separate samplings on January 4 and January 30, 2024. Both samples were within the FOG permit limits. All of their grease and oil were under the limit. He said he did send a response for that. He added they inspect everything they take out to see if there is any grease floating. He said he set up meetings with the City so he can see what they are seeing so that they can mitigate these factors going forward. He wants to have a good relationship with the City staff so we can all be on the same page. The meeting last Friday with the City's Collections team was unfortunately postponed, because they wanted to see the pictures and see first-hand where the misses were. Mike asked him if he is checking his lift station on a daily basis, and Dominiek said he checks it weekly and he has not seen anything out of that pump station. Mike asked if the pumping company records the depth of grease in the trap. He said yes, he has all of that documented. Dominiek added as of February, they have had a decrease of production and they are pumping less. Mike said the 25% rule violation, if it is 25% full it doesn't work right. Steve Brown said yes, if the capacity exceeds 25% it causes grease to enter elsewhere.

Rose asked staff a question about the three contributors. Mike held up the map and said there are no other Food Establishments on the line going up Main Street. Steve Brown said International Bakery is there, but they checked them and there are no signs of grease. Laura Kolo said they are doing 24-hour samplings for the rest of this week. Because of the location, Swift is aware of it. They will not be compliant samples because of the manner in which they are collected, so they cannot be used for enforcement or any corrective action, but they will help assure Swift and the Board of Works this is the source of the problem. Rose said the Board could condition the motion on the outcome of those samples. Tory Irwin added they have many food service establishments all over the City of Elkhart and the only place they have this problem is the end of the line where the bacon is made. Mike told the Representative from Swift they could get their professionals to meet with the City professionals if they feel the City's data is somehow flawed. Mike said bring in an Engineer, sample the grease. Neil Pitts, the Environmental Manager for Swift came forward to speak. He said he has been in the position about two months. He said he is very familiar with wastewater systems and how they work. He agreed they should get the professionals together on both sides to discuss and get some solutions in that manner. He said it was nice to meet the Board and he is looking forward to being a good steward to the City, the community, and the environment. Mike said he appreciates that. The goal is not to penalize companies. The goal is to have compliance. On motion by Rose Rivera, seconded by Andy Jones and carried 4-0,



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the motion was amended such that the penalty of \$2,500.00 is conditioned on confirmation by this week's testing. Mike called for the vote and the amended motion carried 4-0.

Notice of Violation: Bonnell Aluminum Permit #91-01

A motion was made by Ron Davis and seconded by Rose Rivera to find Bonnell Aluminum in violation of its Wastewater Industrial Discharge Permit and assign a penalty of \$300.00, per the City of Elkhart Enforcement Response Plan, to Bonnell Aluminum Permit #91-01. Steve Brown explained the violation to the Board. They failed to self-monitor Lead, Cadmium, Copper, Zinc, Mercury, and TTO's for the second half of 2023 resulting in Significant Non-Compliance. They did respond to the NOV. They were not present. Mike called for the vote and the motion carried 4-0.

Consent Order Update: McDowell Enterprises, Inc. Permit #85-01

Carol Loshbough said she asked for time with the Board this morning to update the Board on McDowell Enterprises. She began by saying McDowell Enterprises takes the changes in their classification and new effluent numbers very seriously, and they are working as hard as they can to consistently accomplish dependable compliance. Carol reminded the Board and the newer Board members that they were re-classified, and the numbers in general they are putting into the sewer system four years ago would have been completely in compliance. With the new classification from the State, they are not in compliance. There is one sample for March, which is before the end of the Consent Order we have to meet that is in compliance for the daily average, but not the monthly average, because we are no longer doing it the way it used to be done with the prior months. We only had one sample, and it was a composite sample over a 24-hour period, and its 2.5 parts/million vs. 1.61 parts/million. She told the Board they will see that, but it was before the end of the Consent Order. Carol said they have been working on an evaluation of their system. The good news, we have actually collected about 300 samples, and the system does work. We completed 120 employee hours, and we are confident the system is adequate to take care of what we need to take care of. The issues are chemical rather than mechanical. The ranges that accomplish complete treatment are very, very narrow. To give you a guideline it is somewhere between a PH of 8.0-8.25. If you are not exactly in that range not everything will come out. What we have done after much study and evaluation is hire treatment personnel to be there on a 24-hour basis when we are running 24 hours. Previously we had an 8-hour period when no one was there running the system. They were turning it off, which we found out is not the way to do it. If you turn it off it gets worse, not better. Whenever we are working 24 hours someone is there running it. We purchased testing equipment to check the water hourly to make sure there is no Chrome and no Zinc, since those are the two you can actually test with a test strip. Unfortunately, you cannot get a flow-through AA (Atomic Absorption Unit) to monitor it constantly. We are using strips to make sure. We have a new policy that any time anything shows whatsoever, the water is automatically recycled so that it is re-treated and it goes through the entire treatment system again. We also initiated a better cleaning procedure. We bought a chimney sweep wand, it sounds silly but I want to share this with you. We use it to clean the pipes backwards, and that makes sure if anything did escape, it is going back into the system and not out. One of the biggest things we



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became aware of that is the most frustrating is that we found out there was a chemical problem that had been determined at a couple of other plants that our consultant had dealt with that he never shared with us. Mike asked Carol, when she said chemical, is it the chemicals coming into the treatment system or the treatment chemicals. Carol said both, I will tell you what it is. Zinc has to go below a PH of six in order to be available to mix with Polymer and fall out. If it never goes below six, it will not. Carol said she almost has a Master's degree in Chemistry and she did not know that. She said she knows about Nickel and Cyanide, and Nickel and other things, but she had never heard that Zinc needed to go below six. She said we are unique because we do not just have Zinc; we have Copper, Nickel, and Chrome. On your Zinc line you have a cleaning tank, and the rinse water from the cleaning tank was going into the main mix tank and not being treated for PH, and when it goes up to the top it raises the PH, and does not lower it. Out of two consultants, nobody ever shared that with us. That enlightenment came about ten days ago, and that is when I called Steve and said I wanted to update the Board. I think we are still on-schedule for the April 30 deadline. I wanted to let you know what we have been going through and what we are doing. The Board has worked with us, and I really appreciate that. We are trying as hard as we can to get there, and I believe we will get there. Prior to having the Zinc line, we did not have bumps in the road. Mike commented at the conclusion of the presentation, it sure looks like you are working hard, and he empathized with her. He thanked her for taking the time to come in and update the Board.

7. Engineering

(A.) Administration

PSA with Lochmueller Group for Downtown Intersection Traffic Model and Report

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

Award Quote #24-10 Goshen Avenue and Blazer Boulevard River Greenway Intersection Improvement

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

(B.) Utility

BOW Resolution 24-R-11 PER Acceptance

On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board adopted the Preliminary Engineering Report Acceptance Resolution, Board of Works Resolution 24-R-11.

Oakland B Parcels 1&2 Warranty Deed Acceptance

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board accepted the Warranty Deeds for Oakland B Parcels 1 & 2.

8. Use & Event Permits

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



BOARD OF PUBLIC WORKS  
Tuesday, April 16, 2024

approved the following 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

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

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board awarded Bid #24-05 Grace Lawn Cemetery Bank Restoration Phase II to John Boettcher Sewer & Excavating who submitted the lowest responsive quote, with a contract price in the amount of \$237,502.99.

10. Adjournment

On motion by Rose Rivera, seconded by Andy Jones and carried 4-0, the Board of Works adjourned at 10:26 a.m.

\_\_\_\_\_  
Mike Machlan, President

Attest: \_\_\_\_\_ Nancy Wilson, Clerk of the Board



City of Elkhart  
Public Works and Utilities

Date Apr 22, 2024  
Memo To Board of Public Works  
Memo From Laura Kolo, Utility Services Manager *lk*  
Subject Wastewater Utility Monthly Report of Operations  
for the month of March, 2024

**Wastewater MRO Highlights**

Parameter	Monthly Avg	Permit Limit
Suspended Solids mg/L	8	30
cBOD5 mg/L	4	25
Phosphorus mg/L	0.61	1.0
Ammonia mg/L	0.11	4.4 (Dec-Apr) 4.2 (May-Nov)
Avg Daily Flow MGD	13.80	Design - 20
Total Monthly Flow MGD	428	Report

**Incident Reports Filed**

Date	Location	Volume (gal)	Cause
03/30/24	WWTP	5,363	Operator Error

**Wet Weather Overflows**

Number of Events	Total Overflow Volume (MG)
4	3.719



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

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Date April 22, 2024  
To Mike Machlan, Board of Works President  
From Laura Kolo, Utility Services Manager *LK*  
RE Resolution 24-R-14 - Appropriation Request

Elkhart Public Works is respectfully requesting approval of Resolution 24-R-14, a resolution to appropriate \$49,900 to 6203-5-999-7992005. The 2022 Wastewater Utility Budget included funding to replace #498. Central Garage solicited quotes and a PO was executed to order a Ford F-150. Central Garage was informed in early February 2024 that Ford cancelled all F-150 orders. The original PO 22-00232 in the amount of \$46,907 was released. Central Garage has since located a vehicle on a local lot, which meets the needs to replace #498.

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



Resolution 24-R-14

A RESOLUTION OF THE BOARD OF PUBLIC WORKS  
OF THE CITY OF ELKHART, INDIANA,  
APPROPRIATING FUNDS TO REPLACE VEHICLE

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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 Wastewater Utility has a need to replace vehicle #498, a Ford  
F150; and

WHEREAS, the Wastewater Utility is requesting an appropriation in the  
amount of  
\$49,900.00 to Line #6203-5-999-7992005 to pay for that vehicle; and

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

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  
replacement vehicle.

2 The Board appropriates \$49,900.00 to Line #6203-5-999-7992005.

RESOLVED May 8, 2024.

CITY OF ELKHART, INDIANA by its  
BOARD OF PUBLIC WORKS

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Michael Machlan, President

\_\_\_\_\_  
Jamie Arce, Vice-President

\_\_\_\_\_  
Ronnie Davis, Member

\_\_\_\_\_  
Rose Rivera, Member

ATTEST:

\_\_\_\_\_  
Andy Jones, Member

\_\_\_\_\_  
Nancy A. Wilson, Clerk





City of Elkhart  
Public Works and Utilities

### BOW Public Works Appropriation & Transfer Request Form

Date: 04/16/2024 BOW Meeting Date: 05/08/2024

Requesting Division:

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

Requesting Manager: Martin Noffsinger / Laura Kolo

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

**Fund Information:**

Which fund is this appropriation being requested from?

Wastewater:  Water:  Stormwater:  Aquatics:  Other:  Specify: \_\_\_\_\_

Description: to replace #498, request to release original PO 22-00232 in amt of \$46,907 due to Ford cancelling F-150 orders

Line # <u>6203-5-999-7992005</u>	Line Name: <u>Motor Equipment - Collections</u>	Amount: \$ <u>49,900.00</u>
Line # _____	Line Name: _____	Amount: \$ _____
Line # _____	Line Name: _____	Amount: \$ _____

**Transfer Details:**

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

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

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

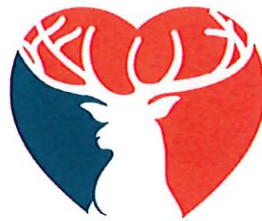
**Controller's Office Reassignment of Account if Necessary:**

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

Approval:  
Controller

*E. Kolo*


Date: 4/16/24



City of Elkhart  
*Public Works and Utilities*

## Memo

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**To:** Board of Public Works  
**From:** Timothy D. Reecer; Assistant Director of Public Works   
**Date:** May 1, 2024  
**Re:** Water credit for 1107 Pearl St.

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The Calhouns own the property located at 1107 Pearl St and signed up for service on 10/7/2020 with a turn on date of 10/8/2020. Since signing up for service there has been no consumption on the meter. Application is attached

On or about 3/18/2024 the Service Department performed a meter change and the owner was charged for a "Frozen Meter". Service Order is attached.

On 3/22/24 a bill containing the "Frozen Meter Charge" was generated and mailed to the customer. Bill is attached

After receiving the bill the Customer called to dispute the charges and asked to speak with me. I was unavailable and thought the situation had been resolved.

On 4/30/24 the Owner's Representative contacted me asking for the fees to be waived – I informed him that he would need to appeal the decision to pay for the meter to the BOW and he opted to do so. His appeal letter is attached.

Please refer to the letter for further details and Owners reasoning for the dispute.

**It is the recommendation of Public Works and Utilities that no credit be issued as it is direct conflict of Utility policies.**





Dylan Pm 1st out  
10/8/20

ELKHART PUBLIC WORKS & UTILITIES  
1201 S. Nappanee Street  
Elkhart, IN 46516  
Ph. 574-264-4273  
Fax # 574-206-8963

APPLICATION/CONTRACT FOR SERVICE

Please fill out this form completely

Name of Responsible Party:	Date:
Thomas Calhoun	10-7-20
Social Security Number/Tax ID Number:	Email (optional): Paperless? Yes No
[REDACTED]	
Primary Phone Number (& Secondary Phone Number if applicable):	Mailing Address (if Different from Service Address):
574-612-2676	60027 Circle R Lane Elkhart, IN 46517
Address Where Requesting Service:	Previous Address:
1107 Pearl St. Elkhart, IN 46516	
Secondary Party (optional):	Secondary Party to Have Full Rights to Account (Please Initial)
	Yes ___ No ___ (If no, balance inquiry only)

Sewer Deposit Total \$65.00 (Please select one of the following and initial on the line):

\_\_\_ Paid \$65.00 in Full \_\_\_ Bill Total of \$65.00 \_\_\_ Split \$65.00 on 2 bills of \$32.50

Water Deposit Total \$54.30 (Please) Initial on the line): \_\_\_ Paid \$54.30 in Full

No deposit required - good credit \_\_\_ (Billing Representative Initials)

Please read and initial the following:

TC ALL DEBT SHALL BE INCURRED IN THE NAME OF THE RESPONSIBLE PARTY.

TC THE RESPONSIBLE PARTY MUST NOTIFY THE UTILITY WHEN THIS SERVICE IS TO BE TERMINATED.

TC ANY REFUNDS SHALL BE PAID TO THE RESPONSIBLE PARTY.

Signature: Thomas Calhoun Date: 10-20-20

IT IS A VIOLATION OF INDIANA CODE 35-43-5 TO PROVIDE FALSE INFORMATION OR FALSIFY DOCUMENTS IN ORDER TO RECEIVE UTILITY SERVICES. THE CITY OF ELKHART CAN PURSUE CRIMINAL CHARGES AGAINST ANYONE GUILTY OF THIS ACTION.

Utility Billing Representative

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



City of Elkhart

City of Elkhart

# Service Order

## Completed

Job Date: 3/18/2024 08:00 AM

Job Code: MC - METER CHANGE

Group: UTILITIES

Staff: OFFICE STAFF

Service Order #: SO0229167

Job Action: Service Action

Issued By: LYNETTE FINN

Requested By: THOMAS CALHOUN

Location: 1107 PEARL ST ELKHART IN 46516-2602

Account: 31-508900-09 THOMAS CALHOUN

### Services

Service	Action	Current Meter #	Meter Serial #	1 #	Scale	Last Read	Reading	New Meter #	Set Reading
100 - WATER VO...	Swap	36247666	36247666	1546637292	1	280			
<b>Meter Location:</b> GALLONS ENHANCED ECODER									
160 - WATER SE...	No Action					0			
170 - HYDRANT ...	No Action					0			
300 - SEWER	No Action					0			
350 - SEWER IN...	No Action					0			
400 - GARBAGE	No Action					0			

Meter Size	Box 1	Box 2	Box 3	Box 4
5/8"	GALLONS METER	8' N OF S PLO F PEARL		4' W OF E PL OF 1107

Order Notes:

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Completion Notes:

CHANGED FROZEN METER  
10898589  
1568677754

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Completion Date:

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Worked By:

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Approved By:

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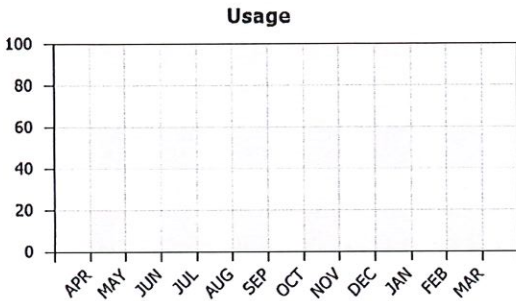


Elkhart Public Utilities  
1201 S. Nappanee St.  
Elkhart, IN 46516  
(574) 264-4273

For Inquiries call:  
Customer Service: (574) 264-4273  
Office Hours: Monday - Friday 8:30 AM - 5:00 PM  
Drop Box located at 1201 S. Nappanee Street

THOMAS L CALHOUN  
60027 CIRCLE R LANE  
ELKHART, IN 46517

Account Number	AMOUNT DUE
31-508900-09	\$485.57
Due Date	After Due Date Pay
4/15/2024	\$534.10
Billing Date	Penalty Date
3/22/2024	4/16/2024
Service From	Service To
2/15/2024	3/14/2024
Service Address	
1107 PEARL ST	



CURRENT READING	PREVIOUS READING	USAGE
280	280	0

PREVIOUS BALANCE	\$44.72
PAYMENTS	(\$44.72)
PENALTIES	\$0.00
ADJUSTMENTS	\$0.00
PAST DUE AMOUNT	\$0.00

VOLUME CHARGE	5.84
TAX	0.41
WTR SRV CHG	2.25
FIRE HYDRANT	2.76
SEWER	32.46
SEWER INS	1.00
FROZEN METER CHARGE	390.85
TRIP FEE	25.00
TRIP FEE	25.00
CURRENT BILL	\$485.57

AMOUNT DUE	\$485.57
AMOUNT DUE AFTER 04/15/2024	\$534.10

**Special Message**

Keep mercury out of our sewers. Learn what items contain mercury and how to properly dispose of them [www.epa.gov/mercury](http://www.epa.gov/mercury)

**CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS**

There will be a charge on all returned checks.  
Please return this portion with your payment.  
When paying in person, please bring both portions of this bill.

Account Number	AMOUNT DUE
31-508900-09	\$485.57
Due Date	After Due Date Pay
4/15/2024	\$534.10
Account Name	
THOMAS L CALHOUN	
Service Address	
1107 PEARL ST	



Elkhart Public Utilities  
1201 S. Nappanee St.  
Elkhart, IN 46516  
(574) 264-4273



ELKHART PUBLIC UTILITIES  
PO BOX 7027  
South Bend, IN 46634

3150890009000048557000053410

To whom this may concern about the new meter issue and water service at 1107 Pearl Street - Elkhart, IN.

We, (Thomas and Gertrude Calhoun) are writing this letter to let you know as we have already talked to a supervisor at your company that we are disputing these charges of \$485.57 your company has unfairly charged us for a new meter.

We called and talked to Tim about a month ago and he was supposed to call us back, but he never did and we had to keep calling your company to get someone to help resolve this matter. We called when the bill came due again for april and explained to the operator who answered the phone that we were only paying the regular amount due and she said that we could do that. Then we received a notice in the mail that the water would be cut off @ 1107 Pearl Street if we didn't pay the \$485.57 for the meter by 4-29-24. We finally got a hold of Tim but he had no helpful solution to this issue, except that we could dispute this via a letter.

First of all - when we purchased this house on october 6, 2020 we did not know if the meter was frozen or broken or working. We knew that the house was a mess and needed to be completely fixed. When we called and told you that we bought



both properties ( 1105 and 1107 Pearl St) and that they needed to be put in our name, so you turned the water on for both houses. I started receiving water bills for 1107 pearl st and i called and asked why i was being charged when we weren't using any water over there and the lady told me that those charges were the minimum for having a meter there.

No one came out to check the meter when it was changed over into our name, so how did you know if the meter was working properly or not ? or frozen or not ? When we started working on the house recently we needed to fix the pit valve at the bottom and needed the water turned off and that is when your company came out and checked the meter and said that it was frozen, so they replaced the meter but never said that we would have to pay for a new meter. Then we received a bill saying that we owed for this new meter. But how do you know that it wasn't broke before we purchased the house because no one was living there for months before we purchased it. We haven't used any water at that house in the last 3 years, but we have paid your company \$1,793.98 !! Now you want us to pay \$485.57 for a frozen meter that could have been broken before we bought that house ! That is not fair !! If your supervisor had gotten back to us in a business like time frame this matter could have

been resolved earlier, now you tell us that we need to get a dispute letter to you by tomorrow may 1, 2024 when you wasted a whole month in getting back to us about this issue, or the water will be cut off ! Since we were not notified of a meter charge before it was done, we want you to remove this meter charge from our bill as a courtesy since we have paid you \$1,793.8 and have not used drop of water !!

Thank you for helping to resolve this matter,  
Thomas and Gertrude Calhoun





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

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Date April 27, 2024  
To Mike Machlan, Board of Works President  
From Steve Brown, Pretreatment Manager  
RE Swift Prepared Foods – Permit # 2002-01

Swift Prepared Foods Industrial Wastewater Discharge Permit has a bi-annual self-monitoring requirement and the following reporting requirements are noted on page 9:

### PART III. REPORTING

- A. Self-monitoring sampling results from sampling conducted in a calendar month shall be summarized and reported to the Pretreatment Office in the following month. **The reports must be submitted to the Pretreatment Office by the 25th day of each following month.** The reports must include:
  - 1) The Cover Page to Self-Monitoring Report
  - 2) Report Certification Statement signed by the authorized representative
  - 3) Industrial User Sampling Event Report
  - 4) An original of the laboratory report and chain of custody
- B. Semi-annual Pretreatment Reports shall be submitted to the POTW, in the Industrial User Process Report, on June 25th and December 25th, and shall include the information listed below:
  - 1) measured or estimated average and maximum daily flows for the reporting period in gallons per day [40 CFR 403.12(e)]
  - 2) estimated 30 minute peak flow (highest flow for a 30 minute period)
  - 3) maximum pH
  - 4) minimum pH

Swift Prepared Foods collected a sample on January 30, 2024.

The self-monitoring report was due to be received by Pretreatment Office on February 25, 2024.

This self-monitoring report was received by Pretreatment Office on March 18, 2024, subsequently 22 days late.

Elkhart Public Works and Utilities Wastewater Utility Enforcement Response Plan states “Failure to submit self-monitoring report by deadline” is a penalty of \$250.

Please find Swift Prepared Foods in violation of its Industrial Wastewater Discharge Permit and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$250 to Swift Prepared Foods - Permit # 2002-01 is recommended.



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

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Date April 27, 2024  
To Mike Machlan, Board of Works President  
From Steve Brown, Pretreatment Manager *SB*  
RE Temple Products – Permit # 2018-01

Temple Product's Industrial Wastewater Discharge Permit had a bi-monthly self-monitoring requirement. The self-monitoring report for the months of November and December was received late by the Pretreatment Office resulting in significant non-compliance.

The self-monitoring report (SMR) was due to be received by Pretreatment Office on January 25, 2024.

This SMR was received by Pretreatment Office on March 21, 2024, subsequently 56 days late.

Temple Products went into significant non-compliance for this SMR on February 24, 2024, and must published in the Elkhart Truth.

Elkhart Public Works and Utilities Wastewater Utility Enforcement Response Plan states "Failure to submit self-monitoring report by deadline" is a penalty of \$250.

Please find Temple Products in violation of its Industrial Wastewater Discharge Permit and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$250 to Temple Products - Permit # 2018-01 is recommended.





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

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Date April 27, 2024  
To Mike Machlan, Board of Works President  
From Steve Brown, Pretreatment Manager *SB*  
RE Atlas Chem Milling – Permit # 85-16

Atlas Chem Milling's Industrial Wastewater Discharge Permit has a bi-annual self-monitoring requirement. Pretreatment Office is missing the self-monitoring report (SMR) from Atlas Chem Milling for the reporting period of July 1st – December 31st of 2023.

The self-monitoring report (SMR) was due to be received by Pretreatment Office on January 25, 2024.

Atlas Chem Milling went into significant non-compliance for this SMR on February 24, 2024, and must be published in the Elkhart Truth.

Elkhart Public Works and Utilities Wastewater Utility Enforcement Response Plan states "Failure to submit self-monitoring report by deadline" is a penalty of \$250

Please find Atlas Chem Milling in violation of its Industrial Wastewater Discharge Permit and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$250 to Atlas Chem Milling - Permit # 85-16 is recommended.

## B.O.W. SUMMARY

May 8, 2024

### Water Assessment:

Roberto B. Vilchez  
1201 C.R. 15, Lot 14  
Elkhart, IN. 46516  
Property: 824 Rinehart PL.  
Paid in full, \$1434.00

Square 1.  
53550 SR 13  
Middlebury, IN. 46540  
Property: Autumn Ridge Lot 1  
Paid in full, \$400.20

Square 1.  
53550 SR 13  
Middlebury, IN. 46540  
Property: Autumn Ridge Lot 2  
Paid in full, \$2166.00

Diane Boal  
56834 Ramble Wood LN.  
Elkhart, IN. 46516  
Property: 623 Fieldhouse Ave.  
Paid in full, \$1785.90

Troy Allard  
15440 CR 4  
Bristol, IN. 46507  
Property: 30798 Cynthia Dr.  
Paid in full, \$1323.60

### Sewer Assessment:

Square 1.  
53550 SR 13  
Middlebury, IN. 46540  
Property: Autumn Ridge Lot 2  
Paid in full, \$7500.00

Square 1.  
53550 SR 13  
Middlebury, IN. 46540  
Property: Autumn Ridge Lot 1  
Paid in full, \$4135.00



Revocable Permit:

#6575, Placed by: Premier Signs, Brent Holderman  
Property: 290 Junior Achievement Dr.  
Permit Holder: Elkhart County, IN CVB  
Description: Wayfinding Sign

#6576, Placed by: Elkhart Community School Staff  
Property: 1735 Strong Ave  
Permit Holder: Mary Daly School & PTO  
Description: 5 sets of bleachers on the easement & sidewalk

Driveway Permit:

#5120, Owner: Northern Indiana Public Service  
Property: 53012 CR 7, South side of CR 6  
Contractor: NPL Construction  
\$10,000 bond by Contractor



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**MEMORANDUM**

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**DATE:** May 8, 2024  
**TO:** Board of Public Works  
**FROM:** Jeffrey Schaffer, Engineering *JJS*  
**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:

<b>Contractor</b>	<b>Quote</b>
TGB Unlimited (Bancroft Electric)	\$95,625.00
Martell Electric	\$94,900.00
Hawk Enterprises	\$108,750.00

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 Martell Electric, who submitted the lowest responsive quote, with a contract price in the amount of \$94,900.00.**



Quote #24-18 Benham Avenue Path Solar Lighting									
Item	Description	Estimated Quantity	Units	TGB Unlimited South Bend, IN		Martell Electric South Bend, IN		Hawk Enterprises Crown Point, IN	
				Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal
1	Mobilization and Demobilization (Maximum 10% of Quote)	1	LSUM	\$9,000.00	\$9,000.00	\$6,400.00	\$6,400.00	\$4,500.00	\$4,500.00
2	Light Standard	15	EACH	\$5,775.00	\$86,625.00	\$5,900.00	\$88,500.00	\$6,950.00	\$104,250.00
	Grand Total				\$95,625.00		\$94,900.00		\$108,750.00

Tom Rowell, PM  
574-271-5000



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## MEMORANDUM

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**DATE:** May 8, 2024

**TO:** Board of Public Works

**FROM:** Jeffrey Schaffer, Engineering *JS*

**RE:** **Accept the Plans for the Bristol Street Reconstruction Project**

---

The Engineering Staff requests approval of plans for the Bristol Street Reconstruction Project. This is a Federal Aid project, which is funded with Federal dollars through INDOT. Unlike our locally-funded projects, INDOT manages the bid process, so the Board will not be opening and reading bids. The project is scheduled to be bid in October of 2024.

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

**Accept the Plans for the Bristol Street Reconstruction Project.**



# INDIANA DEPARTMENT OF TRANSPORTATION



TRAFFIC DATA		BRISTOL ST	
ADJUST.	30%	ADJUST.	30%
DAY	30%	NIGHT	0%
DIRECTIONAL DISTRIBUTION	50%	TRUCKS	5% ADJUST.

DESIGN DATA	
DESIGN SPEED	35 M.P.H.
PROJECT DESIGN CRITERIA	RECONSTRUCTION (ROAD/RETAINMENT)
FUNCTIONAL CLASSIFICATION	MINOR ARTERIAL
TRAFFIC VOLUME	1000 V.P.D.
TERMINUS	STANDARD
ACCESS CONTROL	LEVEL
	NONE

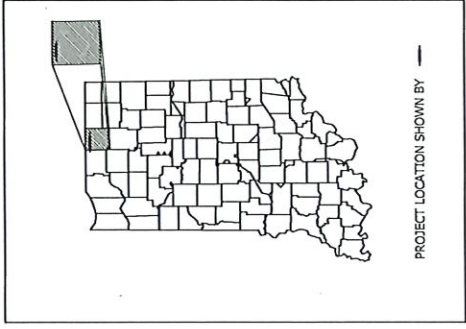
CITY OF ELKHART, INDIANA  
BOARD OF PUBLIC WORKS

## ROAD PLANS

### BRISTOL STREET RECONSTRUCTION

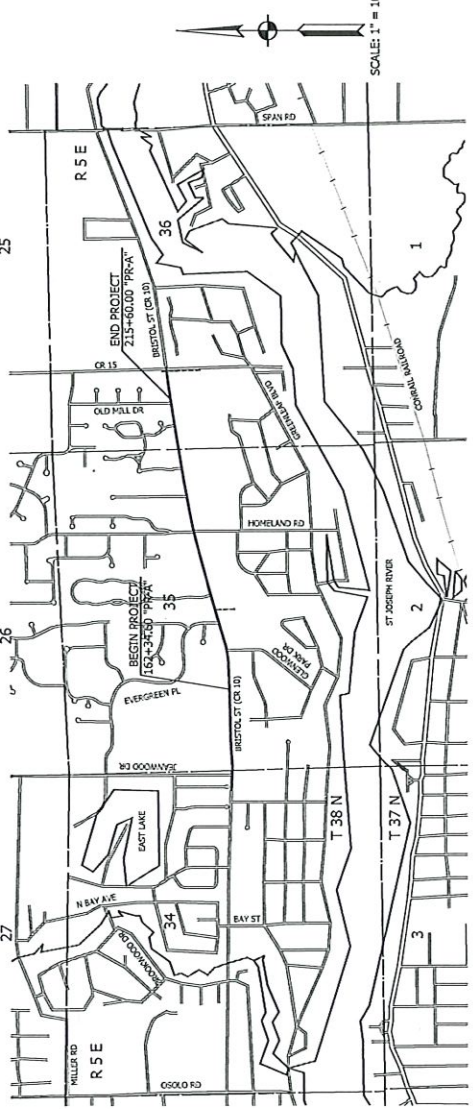
PROJECT NO. 1801611 P.E. R/W CONST.

**PROJECT DESCRIPTION:** Bristol Street (CR 10) reconstruction beginning approximately 934 feet east of the intersection of Jeanwood Drive (CR 13) and Bristol Street, and extending in an easterly direction along Bristol Street to approximately 450 feet west of the intersection of Streeter Lane (CR 15) and Bristol Street. Sections 34, 35 & 36, T-38-N, R-5-E, all in Elkhart County, Indiana.



LATITUDE: 41° 42' 14" N    LONGITUDE: 85° 54' 49" W  
HUC: 04050001150 & 040500012004

BRIDGE LENGTH:	0.000	ML
ROADWAY LENGTH:	1.009	ML
TOTAL LENGTH:	1.009	ML
MAX. GRADE:	-1.86	%



CITY OF ELKHART STANDARD SPECIFICATIONS  
DATED JANUARY 2019 ALONG WITH  
INDIANA DEPARTMENT OF TRANSPORTATION  
STANDARD SPECIFICATIONS DATED 2024  
TO BE USED WITH THESE PLANS.

PROJECT	DESIGNATION
1801611	1801611
CONTRACT	BRIDGE FILE
1801611	N/A

- MICHAEL MACHLAN \_\_\_\_\_ DATE  
PRESIDENT
- JAMIE ARCE \_\_\_\_\_ DATE  
VICE-PRESIDENT
- ANDY JONES \_\_\_\_\_ DATE  
MEMBER

- RONNIE DAVIS \_\_\_\_\_ DATE  
MEMBER
- ROSE RIVERA \_\_\_\_\_ DATE  
MEMBER

EMPLOYEE IN  
RESPONSIBLE CHARGE

JEFFREY SCHAFER \_\_\_\_\_ DATE  
ASSISTANT CITY ENGINEER

**STRUCTUREPOINT** INC.  
116 E BERRY AVENUE, SUITE 1114  
FORT WAYNE, IN 46822  
TEL: 317.337.4000 FAX: 317.337.4009  
WWW.STRUCTUREPOINT.COM

4/16/24 2:48:52 PM PROJECT: 1801611-000-04-100-001



PLANS PREPARED BY:	American Structures, Inc.	PHONE NUMBER:	(317) 372-0600
CERTIFIED BY:	<i>Jeffrey Schaffer</i>	DATE:	4/29/2024
APPROVED FOR LETTING:			

BRIDGE FILE	N/A
DISIGNATION	
SURVEY BOOK	SURVEY BOOK
CONTRACT	1
PRODUCT	R-41255
	1801611




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## MEMORANDUM

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**DATE:** May 8, 2024

**TO:** Board of Public Works

**FROM:** Jeffrey Schaffer, Engineering 

**RE:** **Change Order #1 for Bid #23-20, Benham Avenue and Mishawaka Road Multi-Use Path Project**

---

Change Order #1 for Bid #23-20, Benham Avenue and Mishawaka Road Multi-Use Path Project, is the addition of a line item for tree removal. This was omitted from the bidding documents; six trees must be removed for the project.

The total increase in the contract price due to the adjustment is \$6,848.64, which is 0.9% of the original contract price of \$788,990.00.

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

**Approve Change Order #1 for Bid #23-20, Benham Avenue and Mishawaka Road Multi-Use Path Project, increasing the contract value by \$6,848.64, resulting in a contract price of \$795,838.64.**



**CITY OF ELKHART**

**PUBLIC WORKS & UTILITIES**

Change Order No. 1  
Dated 4/29/24

Project: Benham Avenue and Mishawaka Road Multi-Use Path Contract No. 23-20

To: Premium Services  
Contractor

You are required to make the changes noted below in the subject Contract:

City of Elkhart

By \_\_\_\_\_  
President, Board of Public Works

Dated \_\_\_\_\_

**Nature of Changes**


Add pay item "Remove Trees and Grind Stump", 6 at \$1141.44 each \$6,848.64

**TOTAL** \$ 6,848.64

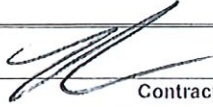
These changes result in the following adjustment of Contract Price and Contract Time:

Original Contract Price	<u>\$ 788,990.00</u>
Contract Price Prior to this Change Order	<u>\$ 788,990.00</u>
Net change resulting from this Change Order	<u>\$ 6,848.64</u>
Current Contract Price including this Change Order	<u>\$ 795,838.64</u>
Current Contract Price % Change from Original Price	<u>0.9%</u>
Contract Time prior to this Change Order	<u>NO CHANGE</u> (Days or Time)
Net Time change resulting from this Change Order	<u>NO CHANGE</u> (Days)
Current Contract Time including this Change Order	<u>NO CHANGE</u> (Days or Time)

The above changes are approved:

Public Works & Utilities  
BY:   
Engineer  
04/29/2024  
DATE

The above changes are accepted:

By:   
Contractor  
4-29-24  
DATE




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## MEMORANDUM

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**DATE:** May 8, 2024

**TO:** Board of Public Works

**FROM:** Jeffrey Schaffer, Engineering 

**RE:** **Change Order #1 for Bid #23-22, Hively Avenue Overpass Project – Demolition Contract #2**

---

Change Order #1 for Bid #23-22, Hively Avenue Overpass Project – Demolition Contract #2, is the addition of a line item to the contract for asbestos abatement. This is an unexpected project condition in two ways:

- At the time of bidding, it was assumed that INDOT would provide the abatement services under their statewide on-call contract. However, that assumption has proven to be incorrect.
- Once it was determined that the on-call contract was not available, it was assumed that the costs would be less than \$20,000.00. Upon a full review of the ACM reports and inspection of the structures, that assumption has also proven to be incorrect.

Both the City and INDOT have reviewed this Change Order request and believe the proposed costs are in line with the costs that would have been charged under the on-call contract.

The total increase in the contract price due to the addition of this line item is \$119,698.50, which is 57.2% of the original contract price of \$209,441.00.

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

**Approve Change Order #1 for Bid #23-22, Hively Avenue Overpass Project – Demolition Contract #2, increasing the contract value by \$119,698.50, resulting in a contract price of \$329,139.50, and determine that the change order is a result of unexpected project conditions.**



# CITY OF ELKHART

## PUBLIC WORKS & UTILITIES

Change Order No. One  
Dated 4/29/2024

Project: **HIVELY AVE OVERPASS DEMO #2**

Contract No. 23-22

To: C&E EXCAVATING INC.  
Contractor

You are required to make the changes noted below in the subject Contract:

City of Elkhart

By \_\_\_\_\_  
President, Board of Public Works

Dated \_\_\_\_\_

### Nature of Changes

Asbestos abatements (actual costs are approximately 10 times greater than expected) \$119,698.50

TOTAL \$ 119,698.50

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

Original Contract Price	<u>\$ 209,441.00</u>
Contract Price Prior to this Change Order	<u>\$ 209,441.00</u>
Net change resulting from this Change Order	<u>\$ 119,698.50</u>
Current Contract Price including this Change Order	<u>\$ 329,139.50</u>
Current Contract Price % Change from Original Price	<u>57.2%</u>
Contract Time prior to this Change Order	<u>90 days</u>
	(Days or Time)
Net Time <b>change</b> resulting from this Change Order	<u>90 days</u>
	(Days)
Current Contract Time including this Change Order	<u>180 days</u>
	(Days or Time)

The above changes are approved:

Public Works & Utilities  
BY: [Signature]  
Engineer  
05/01/2024  
DATE

The above changes are accepted:

By: [Signature]  
Contractor  
4-30-24  
DATE



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## MEMORANDUM

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**DATE:** May 8, 2024

**TO:** Board of Public Works

**FROM:** Jeffrey Schaffer, Engineering *JJS*

**RE:** **Change Order #1 for Bid #24-03, Hively Avenue Overpass Project – Demolition Contract #3**

---

Change Order #1 for Bid #24-03, Hively Avenue Overpass Project – Demolition Contract #3, is the addition of a line item to the contract for asbestos abatement. This is an unexpected project condition in two ways:

- At the time of bidding, it was assumed that INDOT would provide the abatement services under their statewide on-call contract. However, that assumption has proven to be incorrect.
- Once it was determined that the on-call contract was not available, it was assumed that the costs would be less than \$5,000.00. Upon a full review of the ACM reports and inspection of the structures, that assumption has also proven to be incorrect.

Both the City and INDOT have reviewed this Change Order request and believe the proposed costs are in line with the costs that would have been charged under the on-call contract.

The total increase in the contract price due to the addition of this line item is \$31,968.00, which is 27.8% of the original contract price of \$114,920.00.

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

**Approve Change Order #1 for Bid #23-22, Hively Avenue Overpass Project – Demolition Contract #2, increasing the contract value by \$31,968.00, resulting in a contract price of \$146,888.00, and determine that the change order is a result of unexpected project conditions.**

# CITY OF ELKHART

## PUBLIC WORKS & UTILITIES

Change Order No. One  
Dated 4/29/2024

Project: **HIVELY AVE OVERPASS DEMO #3**

Contract No. 24-03

To: C&E EXCAVATING INC.  
Contractor

You are required to make the changes noted below in the subject Contract:

City of Elkhart

By \_\_\_\_\_  
President, Board of Public Works

Dated \_\_\_\_\_

### Nature of Changes

Asbestos abatements (actual costs are approximately 5 times greater than expected) \$31,968.00

TOTAL      \$      31,968.00

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

Original Contract Price	<u>\$ 114,920.00</u>
Contract Price Prior to this Change Order	<u>\$ 114,920.00</u>
Net change resulting from this Change Order	<u>\$ 31,968.00</u>
Current Contract Price including this Change Order	<u>\$ 146,888.00</u>
Current Contract Price % Change from Original Price	<u>27.8%</u>
Contract Time prior to this Change Order	<u>90 days</u> (Days or Time)
Net Time change resulting from this Change Order	<u>25 days</u> (Days)
Current Contract Time including this Change Order	<u>115 days</u> (Days or Time)

The above changes are approved:

Public Works & Utilities  
BY: [Signature]  
Engineer

05/01/2024  
DATE

The above changes are accepted:

By: [Signature]  
Contractor

4-30-24  
DATE





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## MEMORANDUM

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**DATE:** May 8, 2024

**TO:** Board of Public Works

**FROM:** Jeffrey Schaffer, Engineering *JDS*

**RE:** **Permission to Advertise Bid #24-09, 2024 Contract Paving A – Northwest Industrial Parks**

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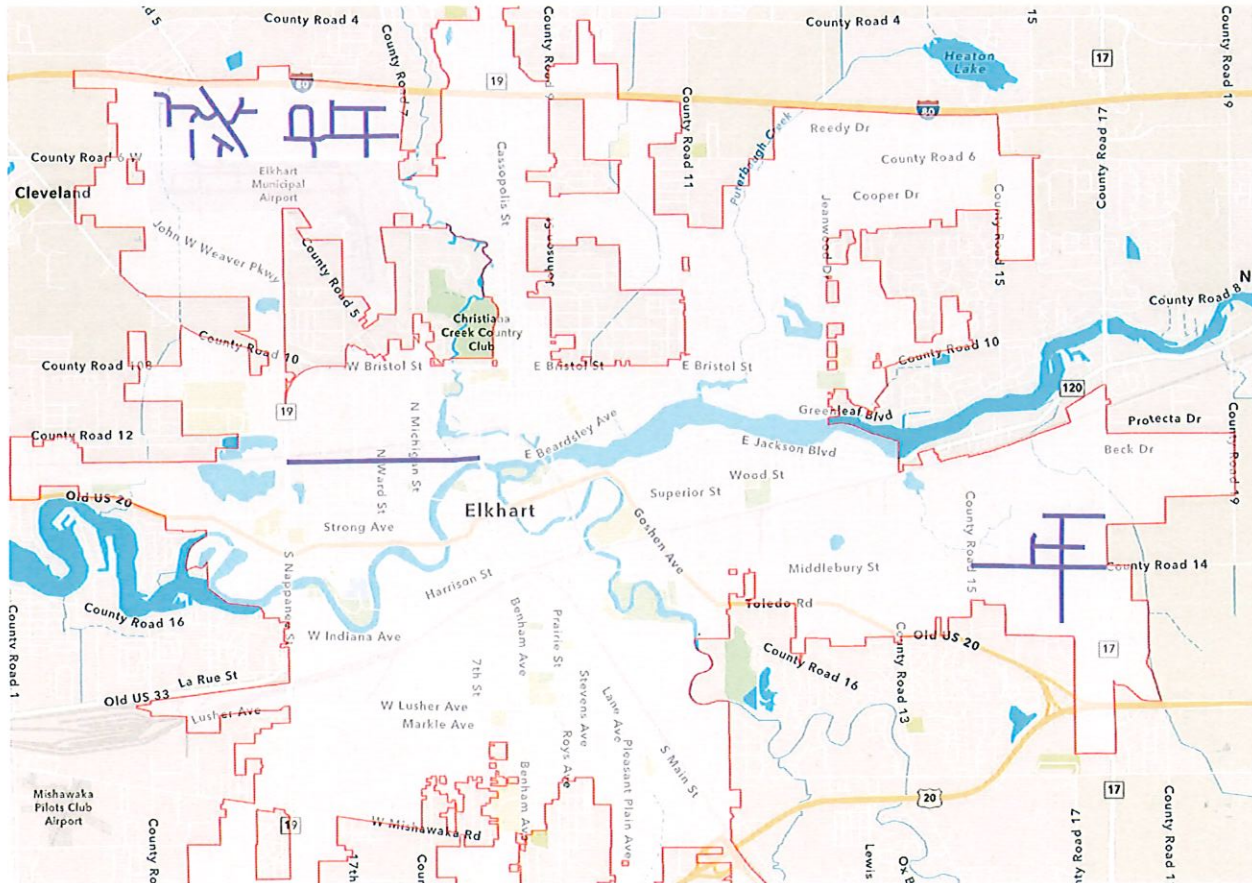
The Engineering Staff requests approval of bid documents for Bid #24-09, 2024 Contract Paving A – Northwest Industrial Parks. The following streets are included in this paving project:

- County Road 5, from County Road 6 to Indiana Toll Road
- DI Drive, from Dexter Drive to County Road 7 North
- Wade Drive, from Dexter Drive to Thorne Drive
- LaVanture Place, from DI Drive to North End
- Dexter Drive, from County Road 6 to Thorne Drive
- All Pro Drive, from Lillian Avenue to LaVanture Place
- *All Pro Drive, from LaVanture Place to East End*
- Lillian Avenue, from County Road 6 to All Pro Drive
- Thorne Drive, from Dexter Drive to Wade Drive
- Glenview Court, from West End to East End
- *Glenview Drive, from County Road 6 to Glenview Court*
- Airport Parkway, from County Road 6 to North End
- Jami Street, from Paul Drive to County Road 5
- Paul Drive, from South End to North End
- Stephen Place, from Jami Street to South End
- Gateway Drive, from County Road 5 to North End
- Gateway Court, from Gateway Drive to East End

This project will be partially funded by a Community Crossings Matching Grant that was received by the City in April 2024. The remaining funding will be from a pending appropriation from the Common Council.

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

**Approve Bid Documents and Grant Permission to Advertise Bid #24-09, 2024 Contract Paving A – Northwest Industrial Parks.**





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## MEMORANDUM

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**DATE:** May 8, 2024

**TO:** Board of Public Works

**FROM:** Jeffrey Schaffer, Engineering *JLS*

**RE:** **Permission to Advertise Bid #24-10, 2024 Contract Paving B – East Industrial Parks**

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The Engineering Staff requests approval of bid documents for Advertise Bid #24-10, 2024 Contract Paving B – East Industrial Parks. The following streets are included in this paving project:

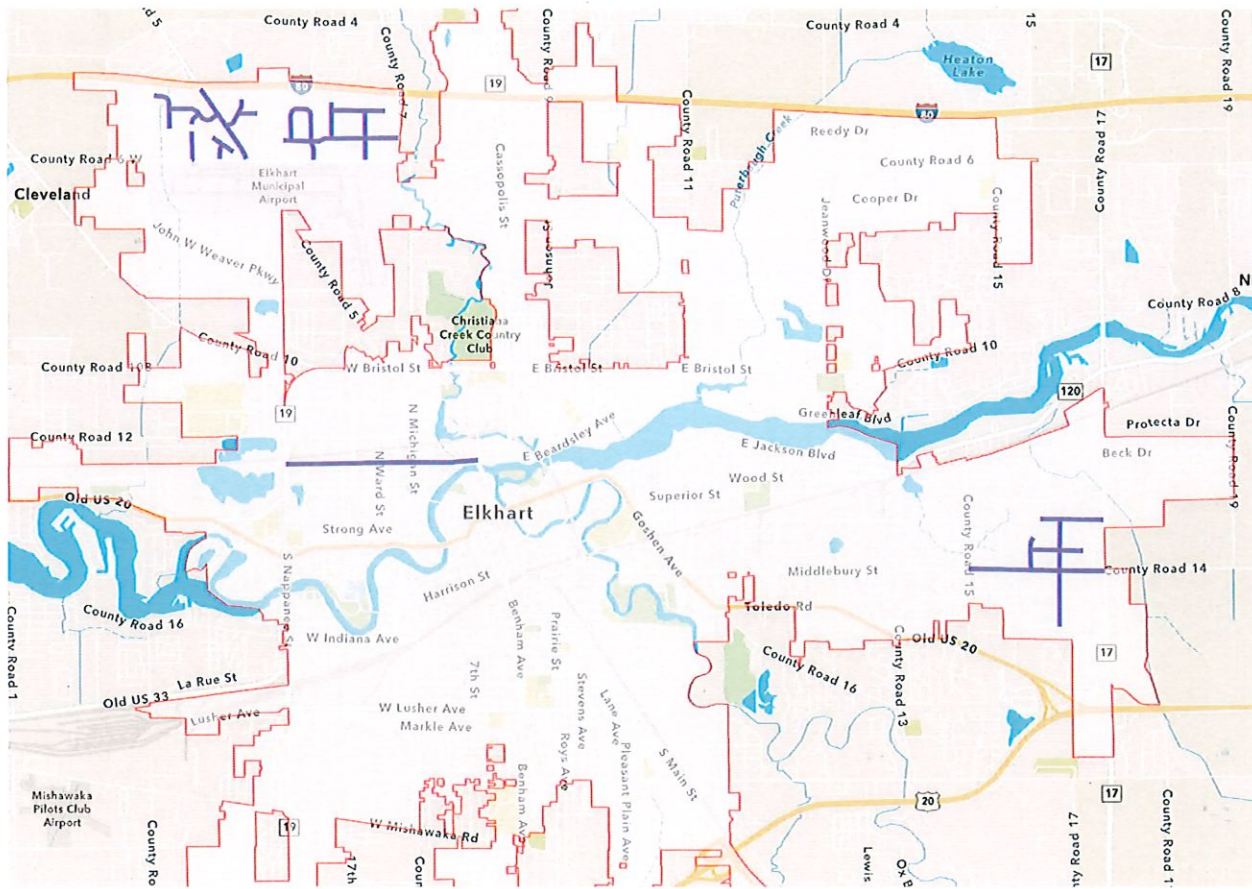
- Middlebury Street, from County Road 15 to County Road 17
- Verdant Street, from Chester Drive to Middlebury Street
- Verdant Street, from Middlebury Street to Hoffman Drive
- Hoffman Street, from West End of County Road 17
- Patricia Court, from Middlebury Street to North End
- Green Court, from Patricia Court to East End

This project will be partially funded by a Community Crossings Matching Grant that was received by the City in April 2024. The remaining funding will be from a pending appropriation from the Common Council.

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

**Approve Bid Documents and Grant Permission to Advertise Bid #24-10, 2024 Contract Paving B – East Industrial Parks.**








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## MEMORANDUM

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**DATE:** May 8, 2024

**TO:** Board of Public Works

**FROM:** Jeffrey Schaffer, Engineering 

**RE:** **Permission to Advertise Bid #24-11, 2024 Contract Paving C – West Beardsley Avenue**

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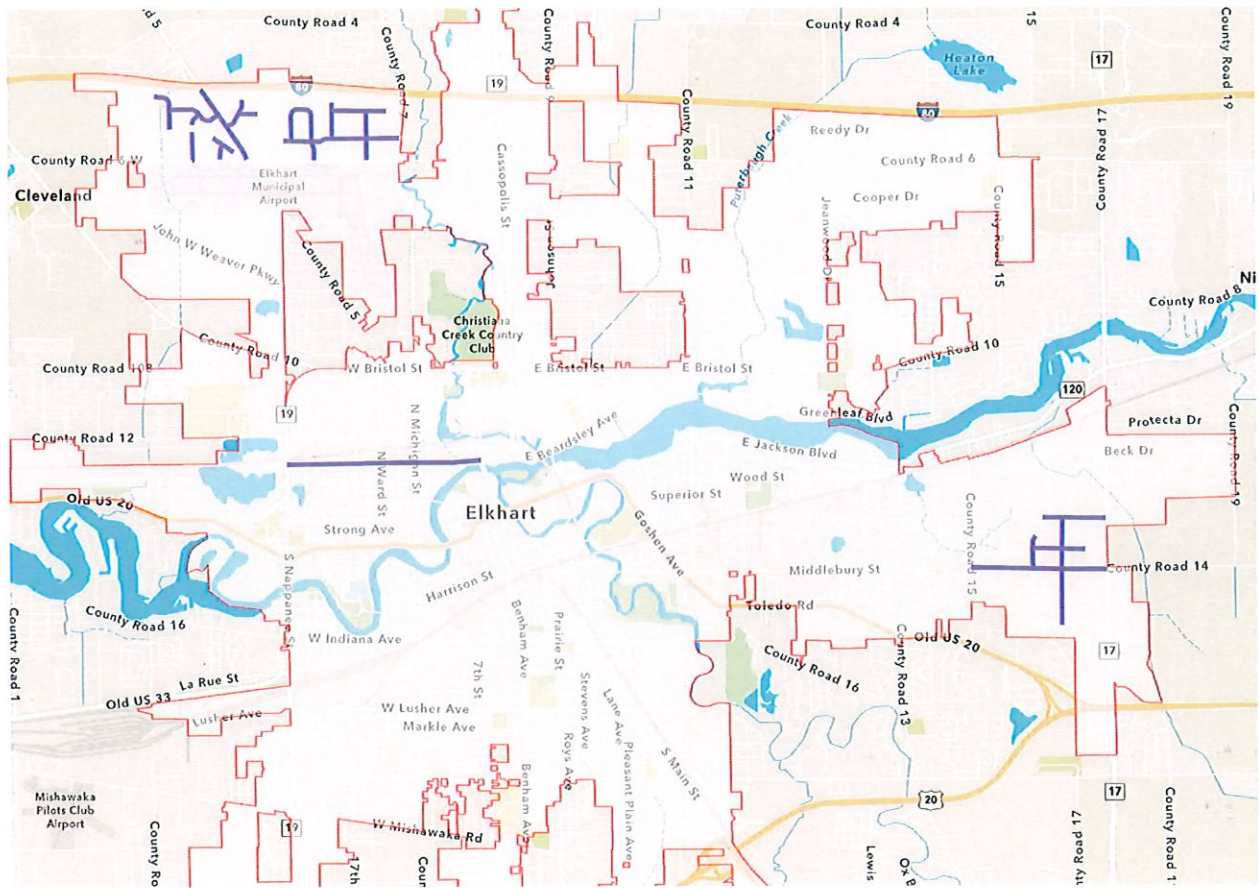
The Engineering Staff requests approval of bid documents for Advertise Bid #24-11, 2024 Contract Paving C – West Beardsley Avenue. The following streets are included in this paving project:

- West Beardsley Avenue, from Nappanee Street to Main Street

This project will be partially funded by a Community Crossings Matching Grant that was received by the City in April 2024. The remaining funding will be from a pending appropriation from the Common Council.

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

**Approve Bid Documents and Grant Permission to Advertise Bid #24-11, 2024 Contract Paving C – West Beardsley Avenue.**







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M E M O R A N D U M

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**DATE:** May 1, 2024  
**TO:** Board of Public Works  
**FROM:** Paul Wunderlich, Utility Engineer *PW*  
**RE:** **Elkhart WWTP Capacity Upgrades – Phase 2 – QA7634: Approval of Partial Payment Request SRF#66 to Donohue & Associates, Inc.**

---

Please see the attached Donohue invoice #66, to be paid from SRF loan number WW18262004. This invoice from Donohue & Associates, Inc. is for professional services provided for the Elkhart WWTP Capacity Upgrades – Phase 2 project for work performed through March 21, 2024. This payment of \$99,722.00 has been rounded as required by SRF and represents the 66<sup>th</sup> cost incurred from the SRF loan.

To date, including this payment, we have paid \$3,974,540.00 or 89.62% of the contract.

It is requested that the BOW:

**approve partial payment request SRF #66 of Loan WW18262004 in the amount of \$99,722.00 to Donohue & Associates, Inc. for professional services on the Elkhart WWTP Capacity Upgrades – Phase 2 project.**

# INVOICE



209 N. Main Street, Suite 206  
 South Bend, IN 46601  
 Phone: 574-288-4580  
 Fax: 574-288-0195

**Invoice To:**  
 City of Elkhart  
 Wastewater Utility  
 Attn: Tory S. Irwin, PE, City Engineer  
 1201 S. Nappanee Street  
 Elkhart, IN 46516

**Invoice Date:** March 21, 2024  
**Donohue Project No.:** 13476  
**Invoice No:** 13476-66  
**Project Manager:** Jeremy Roschyk  
**Terms:** Net 40 Days  
**Billing Period:** 02/18/24 - 03/16/24

**Project Description:** WWTP Capacity Upgrade Project - Phase II

**Your Authorization:** Agreement, Effective 08/21/18  
 Amendment No. 1, Signed 07/07/20  
 Amendment No. 2, Signed 12/29/20  
 Amendment No. 3, Signed 07/06/21  
 Amendment No. 4, Signed 01/16/24

<b>Approved by the city of Elkhart Board of Works</b>

<b>Compensation:</b>	Per Diem NTE	\$ 1,328,000.00
	Per Diem NTE	\$ 388,000.00
	Per Diem NTE	\$ 30,700.00
	Per Diem NTE	\$ 2,115,500.00
	Per Diem NTE	\$ 572,825.00
		\$ 4,435,025.00

<b>Billing Summary:</b>	Project Charges to Date	\$ 3,973,536.15
	Project Charges Previously Billed	\$ 3,873,813.93
	Project Current Charges Billed	\$ 99,722.22

**Topographic Survey**

Total Billed to Date	\$ 29,411.22
Charges Previously Billed	\$ 29,411.22

Labor (hours)	\$ -
Reimbursable Expenses	\$ -
Subconsultants	\$ -
<b>Total</b>	\$ -

**Geotechnical Engineering**

Total Billed to Date	\$ 14,212.00
Charges Previously Billed	\$ 14,212.00

Labor (hours)	\$ -
Reimbursable Expenses	\$ -
Subconsultants	\$ -
<b>Total</b>	\$ -

**Design Services**

Total Billed to Date	\$ 1,436,338.79
Charges Previously Billed	\$ 1,436,338.79

Labor (hours)	\$ -
Reimbursable Expenses	\$ -
Subconsultants	\$ -
<b>Total</b>	\$ -

APPROVED FOR PAYMENT

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

**Alternative Evaluation**

Total Billed to Date	\$	238,492.84
Charges Previously Billed	\$	238,492.84
Labor (hours)	\$	-
Reimbursable Expenses	\$	-
Subconsultants	\$	-
<b>Total</b>	<b>\$</b>	<b>-</b>

**Bidding Services**

Total Billed to Date	\$	44,637.93
Charges Previously Billed	\$	44,637.93
Labor (hours)	\$	-
Reimbursable Expenses	\$	-
<b>Total</b>	<b>\$</b>	<b>-</b>

**Constructon Related Services**

Total Billed to Date	\$	1,224,832.85
Charges Previously Billed	\$	1,172,352.49
Labor (246.5 hours)	\$	52,227.50
Reimbursable Expenses	\$	252.86
<b>Total</b>	<b>\$</b>	<b>52,480.36</b>

**Resident Project Representative (RPR) Services**

Total Billed to Date	\$	833,419.45
Charges Previously Billed	\$	802,164.04
Labor (238.5 hours)	\$	29,860.00
Reimbursable Expenses	\$	1,395.41
<b>Total</b>	<b>\$</b>	<b>31,255.41</b>

**Applications Engineering Services**

Total Billed to Date	\$	152,191.07
Charges Previously Billed	\$	136,204.62
Labor (87.0 hours)	\$	14,745.00
Reimbursable Expenses	\$	1,241.45
<b>Total</b>	<b>\$</b>	<b>15,986.45</b>

<b>Current Charges Due</b>	<b>\$</b>	<b>99,722.22</b>
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Please Remit to:

Donohue & Associates, Inc.  
3311 Weeden Creek Road  
Sheboygan, WI 53081  
Phone: 920-208-0296  
Fax: 920-208-0402

<u>Aged Receivables</u>				
<u>Current</u>	<u>31 - 60 Days</u>	<u>61 - 90 Days</u>	<u>91 - 120 days</u>	<u>&gt;120 days</u>
\$99,722.22	\$94,541.17	\$0.00	\$0.00	\$0.00





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

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**DATE:** April 19, 2024

**TO:** Board of Public Works

**FROM:** Jason Simnick, Project Manager JS

**RE:** **Oakland Avenue Forcemain – Phase A – SA7878: Approval of Partial Payment Request #11 to C&E Excavating**

---

Please see the attached partial pay application #11 from C&E Excavating for construction services provided for the Oakland Avenue Forcemain – Phase A project for work performed during the period thru March 31<sup>st</sup>, 2024. This partial pay application, in the amount of \$185,705.00, includes a payment for pavement and sidewalk removal, water main installation, storm sewer installation, and as payment for retainage. It will be paid through the two SRF loans for this project. The partial payment this application breaks down as follows:

	WW22162005	DW22232001
Payment Due	\$ 173,855.00	\$2,565.00
Retainage Held	\$ 9,150.00	\$ 135.00
Total Amount	\$ 183,005.00	\$2,700.00

To date, including this payment and all retainage, we have paid \$3,931,460.00, or 35.53% of the \$11,065,861.38 current contract price for Division I (WW22162005) and \$101,666.00, or 12.43% of the current \$818,195.00 current contract for Division II (DW22232001).

This will be SRF Disbursement Request #23 from WW22162005 and Request #3 from DW22232001.

It is requested that the BOW:

**approve partial payment request #11 in the amount of \$183,005.00 to C&E Excavating from SRF loan WW22162005 and 2,700.00 from loan DW22232001 for construction on the Oakland Avenue Forcemain – Phase A project.**

Rod Roberson  
Mayor



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

April 9, 2024

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

Dear Board of Works Members,

As part of the City of Elkhart's commitment to creating a vibrant city positioned for continuous growth through elevating our city's quality of place by creating positive cultural experiences, I am requesting your approval of the Elkhart Festivals Inc.'s application for an Economic Development Partnership Grant in the amount of \$25,000.00.

Elkhart Festivals Inc. (EFI) is passionate about being a leader in diverse events that attract guests to Downtown Elkhart. EFI has partnered with the Elkhart Chapter of the Indiana Black Expo, an organization that has been a pillar in the Elkhart community for over 50 years, to bring the Leroy Robinson Southern Soul Music Fest on the Green to the City of Elkhart. This event will showcase the diverse culture, community, and many attractions of Downtown Elkhart to attendees from across the state of Indiana and throughout the Midwest. Additionally, this event will present a venue where nonprofit organizations and small businesses benefit economically and socially. EFI and the Elkhart Black Expo aim to improve the use of downtown businesses and increase opportunities for exposure by drawing participants and spectators to the City of Elkhart.

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

Sincerely,

A handwritten signature in black ink, appearing to be 'RR', written over a horizontal line.

Rod Roberson  
Mayor

Rod Roberson  
Mayor



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

April 9, 2024

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

Dear Board of Works Members,

As part of the City of Elkhart's commitment to creating a vibrant city positioned for continuous growth through elevating our city's quality of place by creating positive cultural experiences, I am requesting your approval of the Elkhart Symphony Association's application for an Economic Development Partnership Grant in the amount of \$20,000.00.

The Elkhart Symphony Association, Inc. is an organization whose goal it is to continue to create opportunities for children and adults in our area to participate in and enjoy the symphony for over 75 years. This organization strives to instill civic pride in our community by encouraging artistic integrity, providing innovative opportunities, and developing excellent musical programming for our City's enjoyment. The Elkhart County Symphony is built upon a strong foundation of community musicians that includes professionals, educators, students, retirees, and others from our local community. This partnership is mutually beneficial as the City of Elkhart would be featured as a sponsor at the four concerts in the yearly series, showing our dedication to the arts, our community, and our City.

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

Sincerely,

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

Rod Roberson  
Mayor



Rod Roberson  
Mayor



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

April 19, 2024

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

Dear Board of Works Members,

As part of the City of Elkhart's commitment to creating a vibrant city positioned for continuous growth through elevating our city's quality of place by increasing activities, programs, and projects that promote economic development, I am requesting your approval of the Greater Chamber of Commerce's application for an Economic Development Partnership Grant in the amount of \$50,000.00.

The Greater Elkhart Chamber of Commerce aims to improve the utilization and redevelopment of economically viable commercial property and building of businesses in the Elkhart business districts and also to assist in the implementation of key strategies and activities that support a revitalization and strengthening of the Elkhart Business Community. These programs strengthen the foundations for existing small businesses while helping residents that are just beginning their business journey by offering small business to business coaching, accounting support, marketing help, and business plan creation. Additionally, each year, the Chamber hosts almost 70 events in which the City of Elkhart is recognized as a pivotal business community supporter. A major function of the Chamber is to support diverse entrepreneurship and businesses in the city of Elkhart. In these ways, the city of Elkhart and the Greater Chamber of Commerce work together to continue to grow a strong economic and social community that are vital components of our city's ultimate success.

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

Sincerely,



Rod Roberson  
Mayor

Rod Roberson  
Mayor



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

May 2, 2024

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

Dear Board of Works Members,

As part of the City of Elkhart's commitment to creating a vibrant city positioned for continuous growth through elevating our city's quality of place by increasing activities, programs, and projects that promote economic development, I am requesting your approval of the Elkhart Festivals, Inc. application for an Economic Development Partnership Grant in the amount of \$75,000.00.

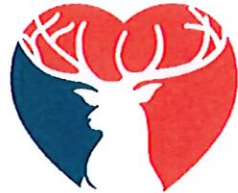
Elkhart Festivals, Inc. aims to improve the use of downtown businesses and increase opportunities for exposure of those businesses by creating the annual Elkhart Jazz Festival. Each year, by drawing participants and spectators to The Elkhart Jazz Festival, existing downtown businesses will gain significant exposure and opportunities to be a part of Elkhart's growth and development through an exciting and memorable experience for our residents. This festival engages participation from local high school music groups as well, encouraging music and participation from all generations. The Jazz Festival also uses over 100 hotel rooms and over 220 room nights with Elkhart properties, generating revenue for those businesses as well. In these ways, the city of Elkhart and Elkhart Festivals Inc. work together to continue to grow a strong economic and social community that are vital components of our city's ultimate success.

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

Sincerely,

A handwritten signature in black ink, appearing to be "R. Roberson", written over a horizontal line.

Rod Roberson  
Mayor



City of Elkhart

Rod Roberson  
Mayor

Dan Milanese  
Chief

Police Department  
175 Waterfall Dr.  
Elkhart, IN 46516

574.295.7070  
Fax: 574.293.0679

To: Board of Public Works  
From: Elizabeth Holtman  
Date: April 22, 2024  
RE: Property Auction

Dear Board Members,

I, Elizabeth Holtman, an Elkhart City Police Department Evidence Clerk, am asking your permission to advertise and send bicycles and other miscellaneous items (that are found property or unclaimed evidence) to Peddler's Village Auction, based in Goshen, Indiana to be auctioned on Thursday, May 30th, 2024.

The list attached is not the complete list, as we may need to add to it. A complete list will be available for viewing in the Board of Works office on the first date of publication, Saturday, May 11<sup>th</sup>, 2024. The proceeds from the auction will be sent to the General Fund & Public Works Fund. These items have surpassed their evidentiary value and/or time period they must be held.

Sincerely,

Elizabeth Holtman, Evidence Clerk  
Elkhart City Police Department  
Criminal Investigations



<b>Elkhart City Police Department</b>	
<b>2024 Public Auction: Property List</b>	
Items	
Mens gold-in-color ring with one red stone and multiple clear stones	
Gold-in-color ring with green center stone and clear small stones	
Silver-in-color men's ring with clear stones and a flower design	
Gold-in-color chain with teddy bear and moon pendant	
Gold-in-color necklace with rock pendant	
Silver-in-color/gold-in-color wristwatch with with leaf inlay	
Gold-in-color bracelet	
Gold-in-color bracelet	
Gold-in-color, herringbone patterned necklace	
Gold-in-color rope necklace with eagle head pendant	
Mens gold-in-color ring with dollar sign design and clear stones	
Gold-in-color ring with clear stones	
Gold-in-color ring with clear stones	
Gold-in-color ring with clear stones	
Gold-in-color ring band	
Gold-in-color chain neclace	
Pulsar brand watch	
Gold-in-color ring with clear stones	
Mens gold-in-color ring with clear stones	
Grow chamber	
Two grow lights	
Mido brand watch with stretchy band	
Bulova brand watch with stretchy band	
Curtis brand DVD player	
Conair brand hair dryer	
Pentax brand 35 MM Camera	
LG brand flat screen TV	
Vizio brand flat screen TV	
Playstation 4	
PS4 "The Last of Us" game	
PS4 "Call of Duty" game	
Tire iron	
Two, gray-in-color, Stanley brand utility knives	
Polaroid JGG Camera	
Playstation 2	
Gold-in-color ring with nine, clear stones	
Camouflage Nikon brand binoculars	
Set of two, Cobra FRS brand walkie talkies	
Garmin Nuvi Gps with stand	

Guinness World Records book
Xbox One w/cord
Stanley brand stud finder
(13) Square baking pans
(11) Round baking pans (7-large and 4-small)
Large metal cooking pot
(6) Beer taps
Security First brand LCD monitor
POS screen
POS screen
POS screen
Carbonation machine
Carbonation machine
Silver-in-color, chain necklace
Samsung Galaxy smartwatch
Wahl brand, electric hair clipper
Montres Carlo brand mens watch
Gold-in-color, elephant necklace-charm
Gold-in-color, cross pendant with chain
Garden cart
Milwaukee brand two-wheel, collapsible dolly
Black-in-color Kobalt brand utility knife
Cordless earphones with case
Nikon P-223 Scope
Mens watch (black-in-color band with a blue dial)
Stanley brand hand saw,
Stanley brand utility knife
Rock River brand flashlight
Hart brand electric screwdriver w/ battery charger
Vapor brand kayak
Future Explorer 10.4 brand Kayak
Milwaukee brand M18 battery
(36) Funko POP brand toy figurines
Gold-in-color chain necklace
Gold-in-color bracelet
Gold-in-color ring with crosshatch design and clear stones
Womens ring with blue and clear stones
Mens gold-in-color wedding band
Mens 1999 class ring

LEGAL NOTICE - ELKHART TRUTH - PUBLISH SATURDAY May 11th, 2024 &  
Saturday, May 18th, 2024

NOTICE OF EVIDENCE / PROPERTY AUCTION  
CITY OF ELKHART

By authority of I.C. 35-33-5-5 the City of Elkhart, Indiana will hold a public auction of evidence / property that have been left in the custody of an officer or employee of a political subdivision or agency and have remained unclaimed for more than 90 days. An inventory of items will be on file at the Board of Public Works Office, 229 South Second Street, Elkhart, Indiana.

The auction will take place on May 30<sup>th</sup>, 2024 at the Peddler's Village Auction, 2909 Peddler's Village Road, Goshen, IN, and continuing until all items are sold. All sales are final.

Michael Machlan, President  
Board of Public Works





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

From: Josh Holt, City of Elkhart Fleet Manager

Date: April 12<sup>th</sup>, 2024

To: Elkhart Board of Works

Subject: Request for Approval of Standard Form of Agreement for Professional Services (PSA) from DLZ, LLC.

---

Dear Members of the Elkhart City Board of Works,

I am writing to formally request your approval for the Standard Form of Agreement for Professional Services (PSA) from DLZ, LLC, which is attached herewith. This PSA encompasses crucial aspects vital for our upcoming project here at The Central Garage, including conceptual estimates on building costs, a comprehensive study of sizing, building needs, and environmental considerations.

The agreement has undergone a thorough review by the legal department of Public Works and has been deemed compliant with all necessary regulations and standards. DLZ, LLC has a proven track record of delivering high-quality professional services, and we are confident in their ability to effectively execute the tasks outlined in the agreement.

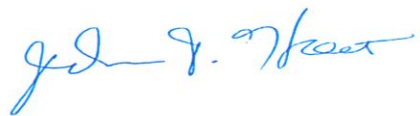
Furthermore, I would like to emphasize that the costs associated with this study have already been approved by the council in this year's budget. I kindly request your prompt review and approval of the attached Standard Form of Agreement for Professional Services from DLZ, LLC. Your support in this matter is crucial to the timely commencement and successful execution of our project.

Should you require any further clarification or information, please do not hesitate to contact me directly.

Thank you for your attention to this matter.

Sincerely,

Joshua J. Holt, City of Elkhart Fleet Manager

A handwritten signature in blue ink, appearing to read "Joshua J. Holt". The signature is written in a cursive style with a horizontal line under the first name.

Rod Roberson  
Mayor

Wayne J. Belock  
Director of Human Resources



Human Resources  
201 S. Second St.  
Elkhart, IN 46516  
Office 574-296-9167  
Fax 574-296-7541

April 26, 2024

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

Re: Parking Agreement – Episcopal Church of St. John the Evangelist

Dear Board Members:

Since May, 2022, St. John's Episcopal Church (located across the street from the Annex) has graciously offered to us the free use of five parking spaces in their parking lot. In 2023, with the addition of additional employees, all requiring parking at or near the City Building or Annex, St. John's provided the remaining seven spaces in the parking row currently being utilized by our employees. After having given us the original five spaces free of charge (despite our willingness to pay), the church did accept our offer to pay for these additional spaces. The City will pay St. John's Episcopal Church \$25.00 per space, per month. The total for the year will be \$2,100.00

At this time, I request your approval of the attached agreement, which will facilitate our use of these additional spaces in the St. John's Episcopal Church parking lot.

Thank you for your consideration of this matter. Please contact me if you have any questions.

Respectfully,

Wayne J. Belock  
Director of Human Resources



## Parking Agreement

This CONTRACT is made as of the   2   day of   April  , 2024 by and between the CITY OF ELKHART, INDIANA (“City”) and the Episcopal Church of St. John the Evangelist (hereinafter St. John’s Episcopal Church).

### RECITALS

The City of Elkhart, Indiana is a municipal corporation incorporated as such under the laws of Indiana and located in Elkhart, Indiana.

St. John’s Episcopal Church is a church that is looking to participate and contribute to the City of Elkhart, Indiana and the community.

City is in need of additional parking and St John’s Episcopal Church wishes to make use of its additional parking spaces.

In consideration of the foregoing and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. St. John’s Episcopal Church agrees to allow the City and its staff to use up to seven (7) additional parking spaces (in addition to the five (5) parking spaces in its parking lot the City already uses for free under a separate contract), located at 226 West Lexington Avenue, Elkhart, Indiana 46516, Monday through Friday from 8:00 am to 5:00 pm.
2. The designated spaces shall be the seven remaining spaces in the parking aisle in which the City is currently already utilizing five spaces, located adjacent to the alleyway that runs between Lexington Avenue and Jackson Boulevard and immediately next St. John’s Episcopal Church’s red sign.
3. All parking spots belong to the Church from 5:00 pm into the evening and on Saturdays and Sundays.
4. The City will provide St. John’s Episcopal Church with the contact information and vehicle information for the Staff members designated to use the spots, including a phone number and the make of the vehicle, color of the vehicle, and license number of the vehicle.
5. St. John’s Episcopal Church will charge the City \$25 per parking space per month, for a total annual cost of \$2,100 dollars per year for the use of these parking spots, due upon receipt.
6. The City will use the seven (7) parking spaces from January 1, 2024 for the period of one (1) year.
7. St. John’s Episcopal Church reserves the right to require the City and its staff to vacate the spots on certain occasions when it will need these spots for a large event. In such event, St. John’s Episcopal Church will do its best to give the City as much advance notice as possible.
8. St. John’s Episcopal Church will be responsible for maintenance of said parking lot and

additionally, St. John's Episcopal Church shall be responsible for snow removal on Wednesday, Saturday, and Sunday when there is more than 2 inches of snow.

- 9. The City is authorized to remove snow and ice from the designated seven (7) spaces and adjacent spaces along the alleyway for the safety of employees who will be using the spaces.
- 10. City agrees to indemnify and hold harmless St. John's Episcopal Church, its officers and employees from and against all claims and suits for damages, injuries to persons, property damages, losses and expenses including court costs and reasonable attorney's fees, arising out of City's use of the St. John's Episcopal Church' parking lot.
- 11. Either party may terminate this agreement at any time.
- 12. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
  - a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.
  - b. The Episcopal Church of St. John the Evangelist, c/o The Reverend Terri L E Peterson, Pastor-in-Charge, PO Box 1155, Elkhart, IN 46515.
- 13. Entire Agreement—This Agreement constitutes the final agreement between the parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have each executed this Entertainment Contract, on the date and year first written above.

**ST. JOHN'S EPISCOPAL CHURCH**

SIGNATURE: \_\_\_\_\_

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

Terri L E Peterson, Pastor-in-Charge  
(Printed Name, Title)

**CITY OF ELKHART, INDIANA**  
**By its BOARD OF PUBLIC WORKS**

By: \_\_\_\_\_

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

\_\_\_\_\_  
President, Board of Works



CITY OF ELKHART

DISPOSAL OR TRANSFER-TO OF FIXED ASSET

DESCRIPTION OF ASSET: End of Life/Broken equipment

LOCATION OF ASSET: \_\_\_\_\_

TYPE OF FIXED ASSET:

- LAND
- BUILDING
- CONSTRUCTION-IN-PROGRESS
- IMPROVEMENTS
- MACHINERY & EQUIPMENT
- INFRASTRUCTURE

C.I.P. # \_\_\_\_\_

C.I.P. LOCATION: \_\_\_\_\_

SERIAL NUMBER OR VIN: See attached

DESCRIPTION/COMMENTS: end of life or broken

BRAND OR MAKE: ~~FORD~~ \_\_\_\_\_ MODEL: \_\_\_\_\_

YEAR: \_\_\_\_\_ PREVIOUS FLEET # \_\_\_\_\_ NEW FLEET # \_\_\_\_\_

DISPOSAL METHOD: SOLD \$ \_\_\_\_\_ TRADED \$ \_\_\_\_\_

- JUNKED
  - SCRAPPED
  - END-OF-LEASE
  - STOLEN/WRECKED  
(ATTACH PD REPORT)
- TRANSFERRED TO: \_\_\_\_\_

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

DATE MAYOR APPROVED: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
(REAL PROPERTY ONLY)

DATE CONTROLLER APPROVED: 4/18/24 SIGNATURE: E. Steers

SIGNATURE OF PERSON RESPONSIBLE: James Gerald  
PRINTED NAME: James Gerald

SIGNATURE OF DEPARTMENT HEAD: James Gerald

IF TRANSFERRED:  
RECEIVING PERSON'S SIGNATURE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_

CONTROLLER'S USE ONLY

RECEIVED: \_\_\_\_\_ FIXED ASSET ENTERED: \_\_\_\_\_

INSURED: \_\_\_\_\_ CONTROLLER'S INITIAL: \_\_\_\_\_



Device Type	Maker	Serial #
Tower	HP	2UA7141T0B
Tower	HP	2UA7141T1D
Tower	Dell	5YL6CY1
Tower	Dell	JPHFND2
Tower	Dell	GH5G482
Tower	Dell	G0FNQJ1
Tower	Dell	69NBKS1
Tower	Dell	JPHG9D2
Tower	Dell	GH5TW1
Tower	Dell	13RPBY1
Tower	Dell	9CPBGK2
Tower	Dell	7T8MCK1
Tower	Dell	J58CXR1
Tower	Dell	J70D382
Tower	Dell	5YD7CY1
Tower	Dell	9CPCGK2
Tower	Dell	JPHHND2
Tower	Dell	13MQBY1
Tower	Dell	F0FNQJY
Tower	Dell	32678036749
Tower	Dell	5YS6CY1
Tower	Dell	81Z2KS1
Tower	Dell	J324SW1
Tower	Dell	GH7L482
Server	Dell	GFTY191
Server	Dell	HPSNH11
Laptop	Dell	800LM12
Laptop	Dell	774JPM1
Laptop	Dell	7XZKM12
Laptop	Dell	JGXKM12
Laptop	Dell	8KH1SY1
Laptop	Dell	J5B7P12
Laptop	Dell	3ZZKM12
Laptop	Dell	4ZRDYG1
Laptop	Dell	5BWJ9W1
Laptop	Dell	8SQSWL1
Laptop	Dell	47XFSC2
Laptop	Dell	7BWJ9W1
Laptop	Dell	DWGXMX1

Laptop	Dell	C60LM12
Laptop	Dell	JWWJ9W1
Laptop	Dell	C5B7P12
Laptop	Dell	FW7L4K1
Laptop	Dell	1R1LM12
Laptop	Dell	87WJ9W1
Laptop	Dell	2WZKM12
Server	HP	MXQ108041M
Tower	HP	2UA71529DR
Tower	HP	2UA71529DN
Tower	HP	2UA71529CH
Tower	HP	2UA71529CY
Tower	HP	2UA7141SYV
Tower	HP	2UA71529CM
Tower	HP	2UA7141SZK
Tower	HP	2UA7141SYC
Tower	HP	2UA7141SYD
Tower	HP	2UA71529C8
Tower	HP	2UA7141T12
Tower	HP	2UA7141SZR
Tower	HP	2UA7141SZV
Tower	HP	2UA7141SZW
Tower	HP	2UA7141SYK
Tower	HP	2UA71529BM
Tower	HP	2UA7141SZ8
Tower	HP	2UA71529BG
Tower	HP	2UA7141SYL
Tower	HP	2UA7141SYN
Tower	HP	2UA7141SZP
Tower	HP	2UA7141SZJ
Tower	HP	2UA7141SZS
Laptop	HP	5CG716288N
Server	Imprivata	NNG00123910007
Server	Imprivata	NNG00123910006
Laptop	HP	5CG7162B9C
Tower	HP	2UA17529BV
Tower	Dell	33ZX9Z1
Tower	HP	2UA71529BX
Tower	HP	2UA7141T09
Tower	HP	2UA7141T1B



Tower	HP	2UA7141TOP
Tower	HP	2UA7141TOX
Tower	HP	2UA71529BN
Tower	HP	2UA7141TOG
Tower	HP	2UA7141T1X
Tower	HP	2UA7141SYH
Tower	HP	2UA7141T22
Tower	HP	2UA7141T1Y
Tower	HP	2UA71529BV
Tower	HP	2UA7141T08
Tower	HP	2UA71529C5
Tower	HP	2UA71529CF
Tower	HP	2UA71529DP
Tower	HP	2UA71529DZ
Tower	HP	2UA71529DV
Tower	HP	2UA71529DT
Tower	HP	2UA71529BS
Tower	HP	2UA71529B8
Tower	Dell	509T382
Tower	Dell	GGDZBZ1
Tower	Dell	GH4F482
Tower	Dell	8566RC1
Tower	Dell	F0P3351
Tower	Dell	509T382
Tower	Dell	1J5KCZ1
Tower	Dell	1J4KCZ1
Tower	Dell	GVH7V62
Tower	Dell	GQ69H13
Tower	Dell	GQ68H13
Tower	Dell	GVKG8C2
Tower	Dell	1YKTB42
Tablet	Samsung Tab S7	R52R10046EE
Laptop	Dell	5ZRDYG1
Laptop	Dell	8CGBS72
Laptop	Samsung	OZAB91AM500027A
Laptop	SurfaceBook	002253202154, 045402602057
Laptop	SurfaceBook	040967270954, 002048770957
Laptop	SurfaceBook	057202593654, 041010193657
Tower	Dell	21ZTM83
Tower	Dell	21YXM83



Tower	Dell	DGGC9Z1
Tower	Dell	FMJWWV1
Tower	Dell	1PR5182
Tower	Dell	DGDG9Z1
Tower	Dell	DGF99Z1
Tower	Dell	GGD1CZ1
Tower	HP	2UA7141T1L
Tower	HP	2UA7141T23
Tower	HP	2UA7141T13
Tower	HP	2UA7141T1N
Tower	HP	2UA71529C3
Tower	HP	2UA7141T2B
Tower	HP	2UA7141T18
Tower	HP	2UA7141T15
Tower	HP	2UA71529B5
Tower	HP	2UA7141T0L
Tower	Dell	1RK5182
Tower	Dell	J70C382
Laptop	Dell	GFQYL72
Laptop	Dell	J87YL32
Laptop	Dell	HGBPXC1
Laptop	Dell	5D7YL32
Tower	Dell	HH7HN23
Laptop	Dell	6BWJ9W1
Monitor	HP	6CM70301BC
Tower	HP	2UA71529BT
Tower	HP	2UA71529BF
Tower	HP	2UA71529F3
Tower	HP	2UA71529C6
Tower	HP	2UA71529B3
Tower	Dell	30CY9Z1
Tower	Dell	GH4J482
Tower	Dell	4J3BN83
Tower	HP	2UA7141T07
Tower	HP	2UA71529DQ
Tower	HP	2UA71529CP
Tower	HP	2UA71529D8
Tower	HP	2UA71529B7
Laptop	Windows Surface	13178111457
Laptop	Dell	BGHCH72

Laptop	Dell	DXBYP12
Laptop	Dell	FF58Q12
Laptop	Dell	9Z5VC72
Laptop	Dell	6XTCP12
Tower	Dell	GVJ8V62
Tower	HP	2UA71529B4
Tower	HP	2UA71529C7
Tower	Dell	HH7GN23
Tower	Dell	HH7KN23
Laptop	Microsoft	37866564054
Printer	MPC2504EX	C777R210633
Printer	MP301SPF	W913P800511
Printer	MP4002SP	W525L101319
Printer	MPC6004	G736MC10604
Printer	MP3353SP	E763L900571
Printer	MPC4504	G717M111426
Printer	MPC6004EX	C758M220399
Printer	MPC2504EX	C778R310185
Printer	MPC5503	E185M460111
Printer	MPC5501	V9615300496
Printer	MPC5503	E185M360409
Printer	MPC2504	G756RC10357
Printer	MP6055SP	C346RB00344
Printer	MPC4504EX	C737M440969
Printer	MPC6004EX	C757M300026
Printer	MPC3502	W502LB00581
Printer	MP3351SP	C84046112
Printer	MPC6004	G736MA61202
Printer	MP6002SP	W863L100240
Printer	Magnavox	66665277
Tower	Dell	1PV4182
Desktop	HP	2UA71529D0
Desktop	HP	2UA71529B1
Tower	HP	2UA71529CN
Tower	HP	2UA71529F0
Tower	HP	2UA71529BH
Tower	HP	2UA71529B2
Tablet	Apple	DMPNJ0AVF190
Tablet	Apple	DMPNJ0LCF190
Tablet	Apple	DMPNJ0UKF190



Tower	HP	2UA71529D4
Tower	HP	2UA7141T28
Tower	HP	2UA71529CZ
Tower	HP	2UA7141T1S
Tower	HP	2UA7141T1F
Tower	HP	2UA7141T04
Tower	HP	2UA7141T0S
Tower	HP	2UA7141T29
Tower	HP	2UA71529CL
Network Hardware	Cisco	SGA01700XT
Network Hardware	Cisco	USE824N3DS
Network Hardware	Cisco Secure PIX 525	888-0932-5303
Network Hardware	Cisco 1841	FTX1249Z057
Network Hardware	Catalyst 4510R	FOX094417M8
Network Hardware	Catalyst 2950	FHK0701Z0E1
Network Hardware	Cisco 2650	JMX0616K7CF
Network Hardware	Cisco 2650	JMX0713L2GT
Network Hardware	Cisco 2650	JMX0616K7BB
Network Hardware	Cisco 861	FTX1647827R
POS	Bematech	6.80035E+15
POS	Bematech	6.80035E+15
Tower	Dell	2Y4Z9Z1
Tower	Dell	DXMCNS1
Tower	Dell	FMKWVV1
Tower	Dell	G62B9Z1
Tower	Dell	1L6PB42
Tower	Dell	31XRC42
Tower	Dell	GVH7V62
Tower	Dell	G1PKND2
Tower	Dell	FMJTWV1
Tower	Dell	DGGB9Z1
Tower	Dell	GGTR282
Tower	Dell	6J4NVH1
Tower	Dell	DGH7ZV1
Tower	Dell	6J3QVH1
Tower	Dell	CPM1XR1
Tower	Dell	27KBPK3
Tower	HP	2UA7141T0C
Tower	HP	2UA71529BL
Tower	HP	2UA71529F1



Tower	HP	2UA71529CV
Tower	HP	2UA71529CB
Tower	HP	2UA7141T26
Tower	HP	2UA71529BY
Tower	HP	2UA71
Tower	HP	2UA6351VZ9
Tower	HP	2MD510113C
Tower	COMPAQ	7P2AQQMAB0AP
Tower	Dell	7C58ZH1
Tower	Dell	467rm22
Server	Dell	6NCK9K1
Server	Dell	B086FP1
Server	Dell	G29W7V1
Server	Dell	6MGTT21
Server	Dell	5MGTT21
Server	Dell	185CL21
Server	Dell	B6HQ2C1
Server	Dell	D7JJ9C1
Server	Dell	F7JJ9C1
Server	Dell	B7JJ9C1
Server	Dell	G7JJ9C1
Server	Dell	97JJ9C1
Server	Dell	C7JJ9C1
Server	Dell	4M2M942
Server	Dell	HVCG942
Tower	Dell	GH8K482



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

From: Josh Holt, City of Elkhart Fleet Manager

Date: April 18<sup>th</sup>, 2024

To: Elkhart Board of Works

Subject: Quote# 24-19 Request for Permission to Distribute Specifications for Purchase of Three Ford Transit Vehicles for Public Works

---

We kindly request approval from the Board to proceed with the distribution of specifications for the purchase of *three* Ford Transit vehicles. This step will enable us to gather competitive bids from reputable suppliers and ensure that we obtain vehicles that meet our specifications while adhering to procurement regulations and budgetary constraints.

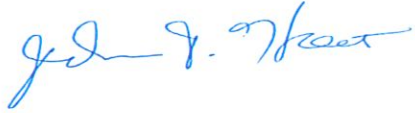
If permission is granted, we will promptly disseminate the specifications to potential dealers, inviting them to submit proposals for consideration. Upon receiving bids, we will carefully evaluate them based on criteria such as compliance with specifications, pricing, warranty terms, and supplier reputation.

Acquiring three Ford Transit vehicles will enhance the operational capabilities of Public Works, enabling them to better serve the residents of Elkhart. I appreciate the Board's attention to this matter and look forward to your favorable consideration of our request.

Thank you for your attention to this matter.

Sincerely,

Joshua J. Holt, City of Elkhart Fleet Manager

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

























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

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**DATE:** May 1, 2024

**TO:** Board of Public Works

**FROM:** Adam Fann, Assistant Director of Redevelopment

**RE:** **Roberts Environmental Professional Services Agreement (PSA)**

---

The Department of Development Services has been working with the Indiana Finance Authority (IFA), Indiana Brownfields Program (IBP), and Public Works staff in preparing documents for consulting services involved in remediation work to be completed at 1101 East Beardsley. Roberts Environmental Services, LLC has been selected to oversee the remediation project that will be funded by a portion of the RLF loan secured by Public Works and Utilities. This agreement has a do not exceed amount of \$3,900,000. Attached is the signed Consultant Supplement provided by IFA/IBP and the Board of Public Works PSA.

Staff is requesting the Board approve the attached PSA for environmental remediation work to be completed at 1101 E. Beardsley.



**CITY OF ELKHART, INDIANA**  
**STANDARD FORM OF AGREEMENT**  
**FOR PROFESSIONAL SERVICES**  
**(Edition 2020)**

THIS IS AN AGREEMENT effective as of January 25, 2024 (“Effective Date”)  
between the City of Elkhart, Indiana, acting by and through its Board of Public Works  
 (“City”) and Roberts Environmental Services, LLC (“Consultant”).

For the following Project: (“Project”).
C.G. Conn Remediation - 1101 East Beardsley Ave., Elkhart. Consultant will complete various activities identified in the RWP (Exhibit A) approved by the City over the course of the project.

City and Consultant agree as follows:

**ARTICLE 1 – SERVICES OF CONSULTANT**

*1.01 Scope*

- A. Consultant shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – CITY’S RESPONSIBILITIES**

*2.01 General*

- A. City shall have the responsibilities set forth herein and in Exhibit B.
- B. City shall pay Consultant as set forth in Exhibit C with a do not exceed amount of \$3,900,000
- C. City shall make available to Consultant reports, studies, regulatory decisions,

programs, instructions, data, and other written information relating to the Services. Consultant may rely upon said documents without independent verification unless advised by the City that verification may be needed..

**ARTICLE 3 –SCHEDULE FOR RENDERING SERVICES**

*3.01 Commencement*

- A. Consultant shall begin rendering services as of the Effective Date of the Agreement.

### 3.02 Time for Completion

A. Consultant shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable. The payment of Consultant's fees as set forth in this Agreement are conditioned upon the completion of all Documents no later than (multiple documents with various due dates yet to be determined).

B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, shall be extended for the period of such delay or City shall authorize Consultant to work overtime to make up such lost time, and Consultant's compensation shall be adjusted equitably.

C. If, through no fault of City, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services are impaired, or Consultant's services are delayed by reason of any error, inconsistency or omission of Consultant, Consultant shall compensate City for and indemnify it against all costs, expenses, liabilities or damages which may accrue as a result of such delay, but only to the extent such costs, expenses, liabilities or damages exceed ten percent (10%), in the aggregate of Consultant's compensation. In addition, Consultant shall provide all necessary services at its own cost, including any overtime costs and expenses, required to make up time lost to City because of such delay.

D. If City authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be mutually agreed upon by the parties.

E. City shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Consultant's performance of its services.

## ARTICLE 4 – INVOICES AND PAYMENTS

### 4.01 Invoices

A. *Preparation and Submittal of Invoices.* Consultant shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C, and in a manner acceptable to City. Consultant shall submit its invoices to City no more than once per month along with reasonable supporting detail. City shall pay approved amounts no later than 40 days after receipt or as City's standard practices allow.

### 4.02 Payments

A. Should Consultant or its consultants fail to perform or otherwise be in default under the terms of this Agreement, City shall have the right to withhold from any payment due or to



become due, or otherwise be reimbursed for, an amount sufficient to protect the City from any loss that may result. Payment of the amount withheld shall be made when the grounds for the withholding have been removed.

B. Consultant's expense records shall be maintained in accordance with generally acceptable accounting principles and shall be available to City at mutually convenient times for all services to be compensated on the basis of actual cost.

## **ARTICLE 5 – GENERAL CONSIDERATIONS**

### *5.01 Standards of Performance*

A. The standard of care for all professional Consultants and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall be responsible to City for the costs of any errors or omissions of the Consultant or of consultants retained by Consultant.

B. City shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in City-furnished information.

C. Consultant and City shall comply with applicable Laws and Regulations. Consultant shall comply with City-mandated standards that City has provided to Consultant in writing.

## **ARTICLE 6 – USE OF DOCUMENTS**

### *6.01 Use of Documents*

A. Upon the making of final payment to Consultant, City shall receive ownership of the property rights of all of the documents prepared, provided or procured by Consultant. All documents prepared, provided or procured by Consultant shall be distributed to City. All documents, whether printed or electronic media format, shall be provided to City at any time upon the City's request. If this Agreement is terminated, City shall receive ownership of the property rights of the documents upon payment for all services rendered according to this Agreement, at which time, City shall have the right to use, to reproduce, and to make derivative works of the documents.

B. City may use, reproduce or make derivative works from the documents other projects without the prior authorization of Consultant.

C. A party may rely upon that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for



convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

D. The Consultant may not use the information gathered or the Documents created for this Project at the City's expense without the written consent of the City.

#### 6.02 *Insurance*

A. Before commencing its services and as a condition of payment, Consultant shall procure and maintain professional liability insurance as set forth in Exhibit D, which will protect it from claims arising out of the performance of its services under this Agreement, whether such services are provided by Consultant or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable.

B. The Professional Liability insurance shall contain prior acts coverage sufficient to cover all services performed by Consultant for this Project. The Professional Liability policy shall be continued in effect for three (3) years following final payment to Consultant. The deductible shall be paid by Consultant.

C. Consultant shall deliver to City a copy of its Professional Liability policy. Such policy shall be furnished prior to commencement of Consultant's services and at renewals thereafter during the life of the Agreement. No policy shall be cancelled or modified without thirty (30) days prior written notice to City. Such requirement for prior written notice does not apply to modifications caused by claims made against the policy. Consultant and its Professional Liability insurance carrier shall notify City within thirty (30) days of any claims made or loss expenses incurred against the Professional Liability policy. City shall have the right to notify directly Consultant's Professional Liability insurance carrier of a claim against the policy.

#### 6.03 *Suspension and Termination*

##### A. *Suspension.*

1. By City: City may suspend the Project upon seven days written notice to Consultant.

2. By Consultant: If Consultant's services are substantially delayed through no fault of Consultant, Consultant may, after giving seven days written notice to City, suspend services under this Agreement.

##### B. *Termination.*

1. The obligation to provide further services under this Agreement may be terminated for cause, by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

2. The obligation to provide further services under this Agreement may be terminated by Consultant upon seven days written notice if City demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or upon seven days written notice if the Consultant's services for the Project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.

3. The obligation to provide further services under this Agreement may be terminated for convenience, by City effective upon Consultant's receipt of notice from City.

*C. Effective Date of Termination.* The terminating party under Paragraph 6.03B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Consultant to demobilize personnel, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

*D. Payments upon Termination.* In the event of any termination under Paragraph 6.03, Consultant will be entitled to invoice City and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

*E. Delivery of Project Materials to City.* Prior to the effective date of termination, the Consultant will deliver to City copies of all completed documents and other Project materials for which City has compensated Consultant.

#### 6.05 *Controlling Law*

A. This Agreement shall be governed by the law of the State of Indiana.

#### 6.06 *Successors, Assigns, and Beneficiaries*

A. City and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of City and Consultant (and to the extent permitted by Paragraph 6.06B the assigns of City and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither City nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.



C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or Consultant to any other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

#### *6.07 Dispute Resolution*

A. City and Consultant agree to make a good-faith effort to resolve any claim, dispute or other matter in question arising out of or related to this Agreement by formal negotiation between authorized representatives of each party. Formal negotiations shall take place at a mutually acceptable time and place within fifteen (15) days of notice. Formal negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of federal and state rules of evidence.

B. All applicable statutes of limitation and defenses based on the passage of time shall be tolled during the formal negotiation process.

C. Any changes to the Agreement resulting from formal negotiation shall be incorporated into the Agreement by addendum.

D. Any claims not resolved through formal negotiation may be subject to litigation at the discretion of the aggrieved party.

#### *6.08 Indemnification by Consultant*

A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, and City's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to, all fees and charges of contractors, Consultants, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, death, or to damage to or destruction of tangible property (including any resulting loss of use), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or Consultants.

#### *7.10 Conflict of Interest –*

A. The Consultant acknowledges and agrees that it does not have a current Conflict of Interest, as defined in Section 3.01, with the City and will not have a Conflict of Interest with the City during the term of this Agreement, regardless of whether that Conflict of Interest is real or perceived.



B. The Consultant further acknowledges and agrees that the Consultant and its Consultants are not currently providing any services to any third parties and will not provide services for at least 24 months after the Project is completed that will financially benefit the Consultant and/or its Consultants directly or indirectly.

C. The City, in its sole discretion, may waive a Conflict of Interest if the Consultant notifies the City of the conflict and fully discloses the nature of the conflict before the effective date of this Agreement.

D. If the Consultant fails to disclose a Conflict of Interest before the effective date of this Agreement, the City may terminate this Agreement as provided in paragraph 7.04.

E. If the Consultant or its Consultants breach Subsection 7.10(B), the City may disqualify the Consultant from bidding or quoting on any future projects by the City, or reject any bids or quotes by the Consultant as not responsible.

F. If the Consultant disputes the determination of the City's designated representative that the Consultant has a Conflict of Interest, the Consultant may appeal the designated representative's determination to the Board of Public Works. The Board of Public Work's decision on the matter shall be final.

#### 7.11 *Miscellaneous Provisions*

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of final payment.

F. The provisions of this Agreement shall be construed according to the laws of the State of Indiana. Any action arising under this Agreement shall be brought in the Federal District Court for the Northern District of Indiana, or the Circuit or Superior Court of Elkhart County, Indiana.

## **ARTICLE 8 – E-VERIFY REQUIREMENT**

### **8.01 *Terms***

All terms defined in I.C. § 22-5-1.7 *et seq.* are adopted and incorporated into this section.

### **8.02 *Enrollment and Participation***

A. Pursuant to I.C. § 22-5-1.7 *et seq.*, Consultant shall enroll in and verify the work-eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement.

B. Consultant shall provide City with documentation that it is enrolled and participating in the E-Verify program.

### **8.03 *Affidavit***

A. Consultant is required to execute an affidavit affirming that: (i) it is enrolled and participating in the E-verify program, and (ii) it does not knowingly employ any unauthorized aliens.

B. This Agreement shall not take effect until said affidavit is signed by Consultant and delivered to City along with the documentation of the E-Verify program enrollment and participation.

### **8.04 *Subcontractors***

A. Should Consultant subcontract for the performance of any work under this Agreement, the Consultant shall require any subcontractor to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor is enrolled and participating in the E-verify program.

B. Consultant shall maintain a copy of such certification for the duration of the term of any subcontract.

C. Consultant shall also deliver a copy of the subcontractor certification to the City within seven days of the effective date of the subcontract.

### **8.05 *Employment of Unauthorized Aliens***



A. If Consultant, or any subcontractor of Consultant, knowingly employs or contracts with any unauthorized alien, or retains an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien, Consultant shall terminate the employment of or contract with the unauthorized alien within thirty (30) days.

B. Should the Consultant or any subcontractor of Consultant fail to terminate the employment of, or contract with, the unauthorized alien within thirty (30) days, City has the right to terminate this Agreement without consequence.

#### 8.06 *When E-Verify is not Required*

A. The E-Verify program requirements of this Agreement will not apply should the E-Verify program cease to exist.

### **ARTICLE 9 – EXHIBITS AND SPECIAL PROVISIONS**

#### 9.01 *Exhibits Included*

- A. Exhibit A, “Consultant’s Services,” consisting of CG Conn RWP (66) page(s).
- B. Exhibit B, “City’s Responsibilities,” consisting of \_\_\_\_\_ ( ) page(s).
- C. Exhibit C, “Payments to Consultant for Services and Reimbursable Expenses,” consisting of one (1) page.
- D. Exhibit D, “Insurance,” consisting of one (1) page.
- E. Exhibit E, “Affidavit of E-Verify Enrollment and Participation” consisting of one page.
- F. Exhibit F, “Certification Statement Regarding Investments in Iran,” consisting of one (1) page.
- G. Exhibit G, “Title VI Notice,” consisting of two (2) pages.

#### 9.02 *Total Agreement*

A. This Agreement constitutes the entire agreement between City and Consultant for the Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument.

#### 9.03 *Designated Representatives*

A. With the execution of this Agreement, Consultant and City shall designate specific individuals to act as Consultant’s and City’s representatives with respect to the services to be performed or furnished by Consultant and responsibilities of City under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

#### 9.04 *Suspension and Debarment*



A. Consultant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state department or agency. Consultant will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state department or agency. Necessary certification forms shall be provided by the City.

*9.05 Investments in Iran*


A. The Consultant shall sign a certification statement regarding investments in Iran, and said statement is incorporated herein.

*9.06 Title VI Notice*

A. The Consultant shall sign an acceptance certification statement regarding Title VI notification and compliance with the City of Elkhart's Title VI Policy during the duration of this agreement, and said statement is incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY: City of Elkhart, Indiana, acting by and through its Board of Public Works		CONSULTANT: Roberts Environmental Services, LLC	
By:		By:	Jeff Roberts
Title:		Title:	President
Date Signed:		Date Signed:	
Attest:		Consultant License or Certification No.:	NA
Clerk		State of:	NA
<b>Address for giving notices:</b>		<b>Address for giving notices:</b>	
Elkhart City Board of Public Works		2112 Carmen Court	
229 S. Second Street		Goshen, Indiana 46526	
Elkhart, Indiana 46516			

	<b>Designated Representative:</b>		<b>Designated Representative:</b> 
Title:		Title:	President
Phone Number:		Phone Number:	574-537-0881
Facsimile Number:		Facsimile Number:	NA
E-Mail Address:		E-Mail Address:	jroberts@robertsenvironmental.net

This is **EXHIBIT A**, consisting of 66 pages, referred to in and part of the  
**Agreement between City and Consultant for Professional Services**

**Consultant's Services**





City of Elkhart

Board of Works

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M E M O R A N D U M

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DATE: May 1, 2024  
TO: Board of Public Works  
FROM: Jacob Wolgamood, TIF Infrastructure Project Supervisor  
RE: **Permission for Surveying Services**

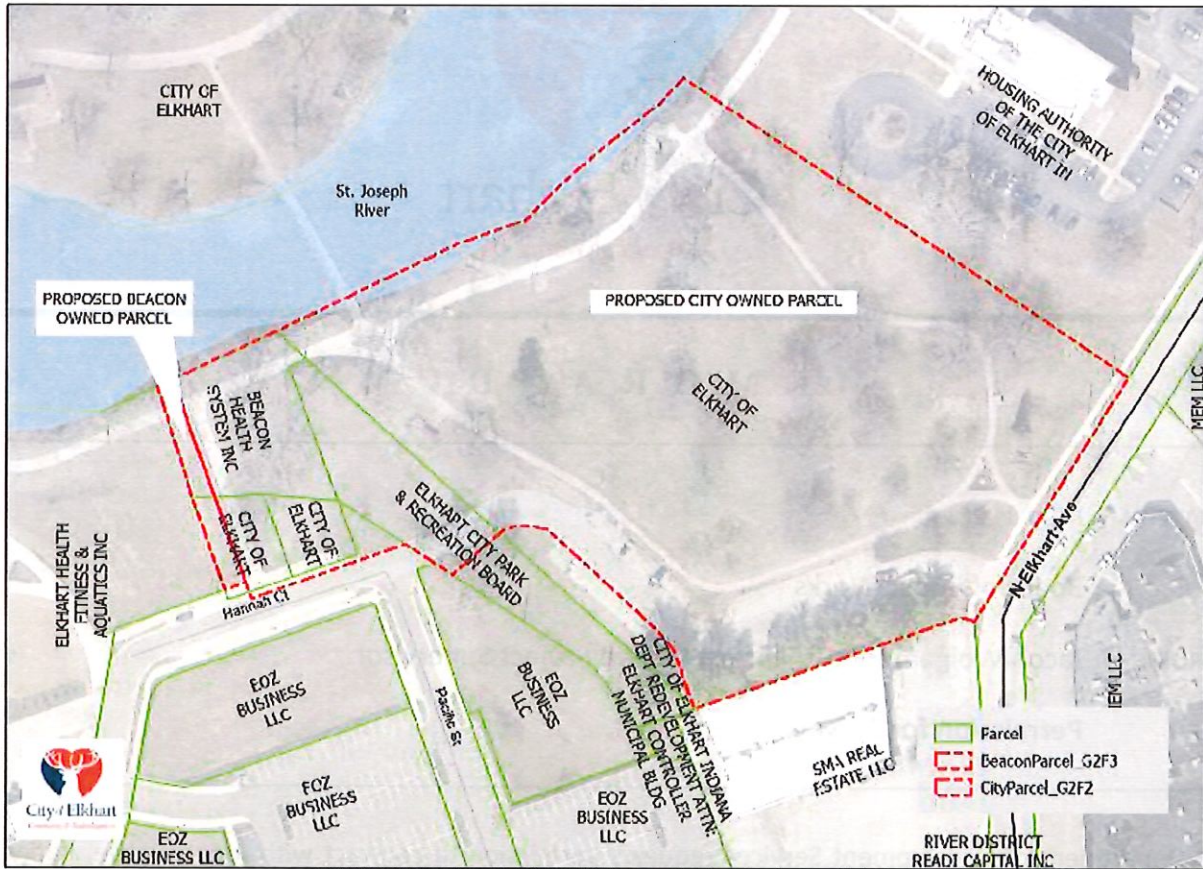
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The Department of Development Services requests permission to contract with Jones, Petrie, Rafinski (JPR) for surveying services (services) of Hannah Ct. and Lundquist Park. The services include certificate of survey, monumentation, consolidation of city-owned properties, property transfer between Beacon Health System, Inc. and the City of Elkhart, plats, submittal to the Plat Committee, submittal to the Recorder of Elkhart County, and any relevant meetings.

This request for Professional Services will be paid for out of the Downtown TIF, Professional Services budget.

It is requested the Board of Public Works:

**Permit Development Services to contract with JPR for surveying services.**



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