

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

**Common Council Chambers**

**9:00 A.M., Tuesday, February 4, 2025**

<https://signin.webex.com/join>

Join by phone: 1-415-655-0001

Meeting Number (access code): 2308 726 7060 Meeting password: BOW25

- I. Roll Call**
- II. Approve Agenda**
- III. Claims & Allowance Docket**
- IV. Minutes- Regular Meeting January 21, 2025**
- V. Engineering**
  - a.) Administration
    - Change Order #1 Bid #24-18 Hively Avenue Overpass Demolition Contract #5
    - Amendment to PSA with Crawford, Murphy & Tilly, Inc. Hively Avenue Overpass Project FRA Grant Application and Grant Management
    - Change Order #1 for Bid #24-19 Hively Avenue Overpass Demolition Contract #6
    - Acceptance of Plat, Right-of-Way Dedication, and Easement Dedication for Lindholm Lane Subdivision
    - Escrow Agreement with Almac, Inc. and Lake City Bank for Elkhart East Area A Public Improvements
    - Award Bid #24-22 Elkhart East Area A Public Improvements
    - Revocable Right-of-Way Permit Linde Gas & Equipment 1820 Mishawaka Street (tabled)
  - b.) Stormwater
    - Amend Contract with Xylem Vue Inc. for Additional CSO Monitoring Services
    - PSA with Christopher B. Burke Engineering, LLC for MS4 Program Assistance in 2025
  - c.) Utility
    - Ratify Partial Payment #46 to DLZ- Oakland Avenue Project D CSO 6&7 Connection
    - Ratify Partial Payment #51 to American Structurepoint- Oakland Avenue Project C Design
    - Ratify Partial Payment #77 to Bowen Engineering- Elkhart WWTP Capacity Upgrades Phase 2

- Ratify Partial Payment #78 to Bowen Engineering- Elkhart WWTP Capacity Upgrades Phase 2
- Ratify Partial Payment #79 to Bowen Engineering- Elkhart WWTP Capacity Upgrades Phase 2

**VI. Utilities**

a.) Administration

- Declaration of Surplus
- Wastewater Utility MRO December 2024

b.) Pretreatment

- Five-year Industrial Wastewater Discharge Permit Welsh Packaging Permit #2017-01
- Five-year Industrial Wastewater Discharge Permit Welsh Packaging Permit #96-04

**VII. New Business**


- Master Services Agreement with enFocus
- Council on Aging Lease Agreement
- Disposal of Fixed Assets Bright Star Auction
- Request Bid #25-09 2025 Police Vehicles
- Request Bid #25-10 Light Duty Trucks
- Request the Purchase of DB500 Mobile System on a Trailer

**VIII. Public Participation**

**IX. Adjournment**

**Board of Public Works**  
**CLAIM AND ALLOWANCE DOCKET**

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

January 28, 2025   
JAIME ARCE - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **\$6,235,502.37** AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 27 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

**EXECUTED THIS 4TH DAY OF FEBRUARY 2025 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  
2.4.25

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

Fund	Vendor	Description	Amount
4453	WBK ENGINEERING LLC	WOODLAND MALL REDEV. RES #24-R-049	\$ 27,210.00
7704	HEALTH RESOURCES	Health Resources	\$ 27,253.74
2201	COMPASS MINERALS AMERICA, INC.	Bulk highway salt- 374.74 tons @ \$79.61 ton	\$ 29,833.05
4402	NETWORK SOLUTIONS INC	DUO RENEWAL	\$ 40,767.43
4425	ZEIGLER ELKHART INC	Ford Transit Van for Dive Truck	\$ 49,405.00
7739	ONB BENEFITS ADMINISTRATION LLC	Excess Liability	\$ 117,925.00
6203	SELGE CONSTRUCTION CO INC	CSO 39 SEWER SEPARATIONS PROJECT BID #23-14	\$ 136,531.62
1101	CENTRAL SQUARE TECHNOLOGIES LLC	ONE SOLUTION MAINTAINANCE	\$ 171,501.49
7739	MCGOWAN & COMPANY, INC	POLICY # T7A2CA0000005-01 - 1ST INSTALLMENT	\$ 601,188.21
6203	SELGE CONSTRUCTION CO INC	CSO 39 SEWER SEPARATIONS PROJECT BID #23-14	\$ 768,110.71
Total Claims over \$25,000			\$1,969,726.25
Regular Claims under \$25,000:			\$ 592,555.43
<b>Total Regular Departmental Claims:</b>			<b>\$2,562,281.68</b>

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

6106	IN DEPARTMENT OF REVENUE	EPU Sales Tax for December 2024	\$ 25,998.77
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS - PHARMACY	\$ 27,752.71
7704	ANTHEM INSURANCE COMPANIES INC	ADMINISTRATIVE FEES - MEDICAL	\$ 44,362.58
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS - PHARMACY	\$ 54,316.83
7739	USI INSURANCE SERVICES LLC	COMMERCIAL LINES FEES - 3RD INSTALLMENT	\$ 60,000.00
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS - MEDICAL	\$ 73,658.02
4445	U.S. BANK	COEI TAX ECON DEV REV BOND SERIES 2017	\$ 88,812.75
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS - MEDICAL	\$ 148,866.77
4445	U.S. BANK	COEI TAX ECON DEV REV BOND SERIES 2017	\$ 310,000.00
Total Pre-Approved over \$25,000:			\$ 547,679.52
Total Pre-Approved Claims under \$25,000:			\$ 449,198.31
<b>Total Pre-Approved Claims:</b>			<b>\$ 996,877.83</b>

**American Rescue Plan Claims:**

2474	HRP CONSTRUCTION COMPANY	Benham Ave Water & Sewer	\$ 577,011.66
<b>Total American Resuce Plan Claims:</b>			<b>\$ 577,011.66</b>

**UTILITY REFUNDS**

**\$ 585.02**

**Payroll and Pension Payments:**

Police & Fire Clothing Allowance

Police & Fire Pension

Bi-weekly Payroll

\$ 2,098,746.18  
**Total Payroll: \$ 2,098,746.18**

**Total All Claims, Internal Payments, and Payroll: \$ 6,235,502.37**

*(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, January 21, 2025

President Mike Machlan called a regular meeting of the Board of Public Works to order at 9:00 a.m., Tuesday, January 21, 2025. Clerk of the Board Nancy Wilson called the roll. Andy Jones, Jamie Arce, Ron Davis, and Mike Machlan attended in person. Rose Rivera was absent.

1. Approve Agenda

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

2. Claims and Allowance Docket

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board approved the claims and allowance docket in the amount of \$6,746,570.74, consisting of 38 pages as prepared on January 15, 2025 at 9:16 a.m.

3. Minutes Regular Meeting January 7, 2025

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board approved the Minutes of the Regular Meeting January 7, 2025.

4. Engineering

(A.) Administration

BOW Resolution 25-R-02 SRF Loan Program Signatory Authorization

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board approved Board of Works Resolution 25-R-02, the SRF Loan Program Signatory Authorization Resolution.

Request Bid #25-04 Fire Station #6

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board approved bid documents and granted permission to advertise Bid #25-04 Fire Station #6.

Request Bid #25-06 ADA-Funded Curb Ramp Replacement Project

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board approved bid documents and granted permission to advertise Bid #25-06 ADA-Funded Curb Ramp Replacement Project.

Request Bid #25-07 2025 Street Department Resurfacing Curb Ramp Replacement Project.

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board approved bid documents and granted permission to advertise Bid #25-07 Street Department Resurfacing Curb Ramp Replacement Project.

Request Bid #25-08 2025 Contract Paving Project #1

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board approved bid documents and granted permission to advertise Bid #25-08 2025 Contract Paving Project #1.

Amend Award of Bid #25-01 2025 Street Materials

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board approved the amended award of Bid #25-01 Street Materials Bid 2025 to the various contractors who submitted the lowest responsive bids at the unit prices included in their respective bids as presented in the Bid Tabulation.

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Revocable Right-of-Way Permit for Perpendicular Parking in Alma Street at Linde Gas & Equipment 1820 Mishawaka Street

A motion was made by Jamie Arce and seconded by Ron Davis to approve the Revocable Right-of-Way Permit for perpendicular parking in Alma Street at Linde Gas & Equipment, subject to the conditions suggested by the staff in the Board memorandum. Assistant City Engineer Jeff Shaffer explained the request to the Board. On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board tabled the request.

Revised Driveway Permit Application, Documents, and Updated Bond Amounts

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board approved the revised Driveway Permit application documents and set the Bond amounts as recommended by the Engineering staff.

(B.) Utility

Ratify Partial Payment #19 to C&E Excavating Oakland Avenue Phase A SA7878

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board ratified partial payment request #19 in the amount of \$492,439.00 to C&E Excavating from SRF loan WW22162005, and \$70.00 from loan DW22232001 for construction on the Oakland Avenue Forcemain Phase A project.

5. Utility

(A.) Administration

Water Utility MRO for December 2024

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board accepted and placed on file the Water Utility MRO for December 2024.

2025 Transfer Schedule

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board approved the 2025 Transfer Schedule for the Water, Wastewater, and Stormwater Utilities.

Global Payments- Client Satisfaction Offer

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board approved the Client Satisfaction Offer and granted authority for Tim Reecer to sign on the Board's behalf.

Declaration of Emergency Hubbard Avenue Sewer Main Repair

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board declared an emergency for the January 7, 2025 Hubbard Avenue Sewer Main Repair.

(B.) Water Quality

Contract with Innovative Spaces for Lab Floor

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board authorized a Contract with Innovative Spaces to replace the floor in the laboratory for a total of \$27,004.00.

(C.) Regulatory Compliance

BOW Resolution 25-R-01 Supporting Updates to the Local Pollutant Limitations in the Wastewater Utility Ordinance

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board approved BOW Resolution 25-R-01, a Resolution of the Board of Public Works of the

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City of Elkhart, Indiana supporting the Amendment to the Wastewater Utility Use Ordinance.

(D.) Pretreatment

Five-year Industrial Wastewater Discharge Permit Renewal Continental Industries Permit #2003-01

On motion by Jamie Arce, seconded by Ron Davis and carried 3-0, the Board issued Continental Industries Permit #2003-01 a Five-year Industrial Wastewater Discharge Permit.

Five-year Industrial Wastewater Discharge Permit Renewal Earthmovers Landfill, LLC Permit #2009-01

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board issued Earthmovers Landfill, LLC Permit #2009-01 a Five-year Industrial Wastewater Discharge Permit.

Notice of Violation Simonton Lake Conservancy District

A motion was made by Jamie Arce and seconded by Andy Jones to find Simonton Lake Conservancy District in violation of the Wastewater Use Ordinance and assign a penalty of \$1,500.00. Steve Brown explained the H<sub>2</sub>S exceedance from October 26-28, 2024. It was the second exceedance since the closure of their Consent Order. Steve Grubb represented the Simonton Lake Conservancy District. He said they were doing self-monitoring during that time. He said their data showed the exceedance on a couple of the same times, and on others their data did not match up with the City. One time the City showed 58, and their meter showed 29. He even put in a different monitor and got another reading within the limit. He said they monitor in the City's manhole. They are still looking into the possibility of their own manhole put in upstream a little bit of the City's manhole. Another concern is there are two other lines that come into the City's manhole. One is an industrial user and he was not sure where the other one comes from. There is a lift station out here that does not belong to the City that the other user has that used to be in pretty bad condition. He thought maybe they could be contributing to this problem. When they did video monitoring they saw discharge coming out of there. Some of the readings for the H<sub>2</sub>S do occur at the same time they are pumping and a couple don't. He said he has a data logger that records every time a pump runs for how long and what the flow is. That is another reason they want their own manhole so it's just their stream that is being monitored. Mike was concerned with the differences of the two meters. Steve said he was monitoring the same time they were monitoring. He said also one of the things they are looking at, when they went through the compliance order they had their supplier for the chemical they use test because they only pump 8-10 times/day there are times it is laying in the wet well or laying in the force main. He said he monitors the H<sub>2</sub>S at the wet well and the highest peak he got in the last year was .8PPM. They were saying where it lays in the force main we don't put enough chemical in. We increased our dosage rate which seemed to take care of it. Now other issues have popped up. He contacted the Engineers to see if they might benefit by putting the chemical in at the lift station. He said the problem appears to be the 1200 feet from the lift station to the manhole. Mike said his concern is if you both have good meters why there is such a big difference. Tory Irwin said from the extensive H<sub>2</sub>S testing we have done, depending on what vertical level the sensors are picking

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up you are going to have different concentrations of H2S. Bryan Cress added it can also depend on the sampling rate, ours is sampling every five minutes and they are sampling every ten minutes so the data may not quite line up and you can see spikes in the H2S levels in there. Bryan said we are concerned about spikes in H2S and the reason our limit is 50PPM is because it is immediately dangerous to life and health if we have a worker enter into the system and the H2S damages and corrodes the pipes. Steve said they monitor continuously and have the force main cleaned out quarterly. He said they are trying to figuring out what is going on and head this thing off. At the end of discussion Mike called for the vote and the motion carried 4-0.

Bimbo Bakeries Permit #2006-03 Penalty Amendment

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board amended the Bimbo Bakeries Permit #2006-03 penalty from \$1500.00 to \$500.00 due to a calculation error.

JBS Prepared Foods Permit #2002-01 Penalty Amendment

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board amended the JBS Prepared Foods Permit #2002-01 penalty from \$500.00 to \$250.00 due to a calculation error.

Notice of Violation Winona Powder Coating Inc. Permit #2003-02

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board found Winona Powder Coating Inc. Permit #2003-02 in violation of their Industrial Wastewater Discharge permit for failing to monitor Cadmium, Lead, Silver, and Cyanide and assigned a penalty of \$400.00. Steve Brown explained the violation. Winona Powder Coating was not present.

Notice of Violation Lippert Components Plant 58 Permit #2001-01

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board found Lippert Components Plant #58 Permit #2001-01 in violation of their Industrial Wastewater Discharge permit for failing to monitor Zinc and assigned a penalty of \$500.00. Steve Brown explained the violation. Lippert Components was not present.

Notice of Violation Elkhart Environmental Processing Permit #2002-02

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board found Elkhart Environmental Processing Permit #2002-02 in violation of their Industrial Wastewater Discharge Permit for failing to monitor Arsenic, Mercury, Cyanide, Silver, and total Petroleum Hydrocarbons (TPH) and assigned a penalty of \$2,500.00. Steve Brown explained the violation. Elkhart Environmental Processing was not present.

(E.) Summary

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

Driveway Permit:

#5149, Owner: Glenn Henderson  
Property: 463 James St.  
Contractor: R&M Concrete  
\$400 bond

#5145, Owner: LaCasa, Inc.  
Property: 427 Aspenwald Ave



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Contractor: Modway Homes, LLC  
\$400 Cash bond

Release of Bond: #5149, Paul Goodwin  
Property: 463 James St.  
\$400 Cash bond

#5145, Contractor: Modway Homes  
Property: 427 Aspenwald Ave  
\$400 Cash bond

6. New Business

Purchase of 2025 John Deere 644P 4WD Loader- Street Department

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board authorized the purchase of a 2025 John Deere 644P 4WD Loader for the Street Department from West Side Tractor with a trade-in for Unit #335 of \$28,000.00, and a net purchase price of \$314,719.44 using the Sourcewell Cooperative Contract 011723-JDC.

Purchase of 2025 Manitou MT625 Telehandler- Central Garage

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board authorized the purchase of a 2025 Manitou MT625 Telehandler from Plevna Implement Company for Central Garage with a trade-in for Unit #67612 of \$4,000.00 and a net purchase price of \$80,000.00 using the Sourcewell Contract 020223-MAI.

Purchase of Two Tandem Axle Plow Trucks- Street Department

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board authorized the purchase of two tandem axle plow trucks for the Street Department from W.A Jones for \$643,964.00 utilizing Sourcewell Contract 060920-NAF. The motion was amended by Jamie Arce and seconded by Ron Davis pending verification of purchase price. The amended motion carried 4-0.

Uniform Conflict of Interest Disclosures: Nancy Wilson, Thomas Shoff, Michael Mahlan, Gary Boyn, Blayne LeClaire

On motion by Jamie Arce, seconded by Andy Jones and carried 3-0-1 abstention, the Board accepted Uniform Conflict of Interest disclosures from: Nancy Wilson, Thomas Shoff, Michael Mahlan, Gary Boyn, and Blayne LeClaire. Attorney Maggie Marnocha pointed out that Gary Boyn files this every year, but another partner from Warrick and Boyn should also file. His name is Christopher Pottratz. Mike asked the Board Clerk to send a note to him.

Elkhart Art Lease Renewal for 2026

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board approved the Lease renewal with the Elkhart Art League for the year 2026.

7. Use and Event Permits

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

- Frosty 5K 2/8/25- ESS, EMS, Kubota, EPD, Temporary Street Closures, Plaza Sign, Special Exception from Noise, Public Assembly

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- Ratify MLK March 1/20/25- ESS, EPD, Temporary Street Closures, Parade & Public Assembly, Special Exception from Noise, Plaza Sign
- Girls on the Run 5/10/25- ESS, EMS, Temporary Street Closures Plaza Sign, Special Exception from Noise, Public Assembly
- Mary Daly Dash & Block Party 5/3/25- ESS, EMS, Temporary Street Closures, Plaza Sign, Special Exception from Noise, Public Assembly
- EPD 5K-9 Run- 5/17/25- ESS, EMS, EPD, Public Assembly, Special Exception from Noise
- National Day of Prayer 5/1/25- Central Green Stage, Plaza Sign, Public Assembly, Special Exception from Noise
- Rebuilding the Altars of Prayer 6/29, 7/27, 8/24, 9/28- Central Green Stage, Plaza Sign, Public Assembly, Special Exception from Noise

8. Adjournment

On motion by Jamie Arce, seconded by Andy Jones and carried 4-0, the Board of Works adjourned at 10:39 a.m.

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

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




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## MEMORANDUM

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**DATE:** February 4, 2025

**TO:** Board of Public Works

**FROM:** Jeffrey Schaffer, Engineering 

**RE:** **Change Order #1 for Bid #24-18, Hively Avenue Overpass Demolition Contract #5**

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Change Order #1 for Bid #24-18, Hively Avenue Overpass Demolition Contract #5, removes the pay items for allowances for ACM removal; no ACM was encountered. This is a deduction of \$40,000.00. The change order also adds a pay item for the removal of an underground 150-gallon tank. This is an addition of \$8,848.00. The total net deduction is \$31,152.00, or -16.7% of the original contract price of \$186,737.46.

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

**Approve Change Order #1 for Bid #24-18, Hively Avenue Overpass Demolition Contract #5, decreasing the contract value by \$31,152.00, resulting in a contract price of \$155,585.46.**

# CITY OF ELKHART

## PUBLIC WORKS & UTILITIES

Change Order No. One  
Dated 2/4/2024

Project: **HIVELY AVE. - DEMOLITION #5**

Contract No. 24-18

To: JOHN BOETTCHER SEWER AND EXCAVATING  
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

Remove allowance for ACM removals (none encountered)	(\$40,000.00)
Add pay item to remove underground storage tank at 2703 South Main	\$8,848.00
<b>TOTAL</b>	<b>\$ (31,152.00)</b>

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

Original Contract Price	\$ 186,737.46
Contract Price Prior to this Change Order	\$ 186,737.46
Net change resulting from this Change Order	\$ (31,152.00)
Current Contract Price including this Change Order	\$ 155,585.46
Current Contract Price % Change from Original Price	-16.7%
Contract Time prior to this Change Order	NO CHANGE (Days or Time)
Net Time change resulting from this Change Order	NO CHANGE (Days)
Current Contract Time including this Change Order	NO CHANGE (Days or Time)

The above changes are approved:

Public Works & Utilities

BY:   
Engineer

01/22/2025

DATE

The above changes are accepted:

By:   
Contractor

1/22/25  
DATE

# JBSE

JOHN BOETTCHER SEWER & EXCAVATING

January 14, 2025

City of Elkhart  
Jeff Schaffer, PE  
1201 S. Nappanee St.  
Elkhart, IN 46516

Re: Hively Demo Contract 5 – KFC Demo Site

Jeff,

Thank you for the opportunity to quote the above referenced project. JBSE, Inc. will provide labor & equipment to clean a 500 gallon tank, collect confirmation soil samples and complete a site summary report. JBSE will cut an access hole in the tank and load and transport the tank offsite for scrapping/disposal. Copies of the scrapping will be provided to JBSE for inclusion in the summary report.

**Scope of Work:**

- 1- Cleaning and sampling crew will mobilize to site.
- 2- Complete site safety and tailgate meeting.
- 3- Provide labor and equipment to pump out and clean the 500 gallon tank.
- 4- The excavation will be sampled in 5 different locations. Clean closure analysis will be completed on the 5 samples.
- 5- All waste from cleaning projects will be disposed of legally.
- 6- Upon completion of the project, customer will inspect to ensure work is completed to their satisfaction.
- 7- Crew pack up equipment and demobilize from site.
- 8- A final site clean closure report will be written and submitted to the City of Elkhart.

**Pricing:**

- Labor, Equipment, Supplies
- Wash water disposal (est. 300 gal)
- Soil Analysis (VOCs/PAHs) on five soil samples
- Final site report

**Estimated Total                      \$8,848.00**

**This proposal is valid for 30 days from date of proposal.**

**Exclusions:** Materials and labor bonds, weather conditions, construction staking, materials testing, permit fees, utility assessments, tap fees for water or sewer, removal of unforeseen buried debris or obstructions, dewatering, environmental remediation or issues, removal or handling of any hazardous materials or site conditions; no asbestos abatement or remediation included.

**\*NOTE:** Any discrepancy or clarification resolution as to the intent of this proposal and as to it's meaning will be determined by Boettcher.

This proposal shall be part of any Sub Contract Agreements.

This proposal shall be valid only if an acceptable form of Contract is approved by John Boettcher.

**NOT RESPONSIBLE FOR DAMAGE TO UNLOCATABLE UTILITIES OF ANY KIND.**

If you have any questions, please call.

Sincerely,



John Boettcher

3305 North Home Street • Mishawaka, Indiana 46545

Phone: (574) 259-1418 • Fax: (574) 259-1417




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## MEMORANDUM

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**DATE:** February 4, 2025

**TO:** Board of Public Works

**FROM:** Jeffrey Schaffer, Engineering 

**RE:** **Amendment #1 to Professional Services Agreement with Crawford, Murphy & Tilly, Inc., for Hively Avenue Overpass Project FRA Grant Application and Grant Management**

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Crawford, Murphy & Tilly assisted the City with preparation of a Railroad Crossing Elimination Grant application. The application was accepted and the Federal Railroad Administration has awarded the City a grant of \$19.8 million. This amendment includes services to assist the City with the management of the grant, including securing the grant agreement, gaining approval by FRA of the project environmental document, and other services.

This work will be funded by the Common Council appropriation for the Hively Avenue Overpass Project.

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

**Authorized the Board Vice President to execute Amendment #1 to the Professional Services Agreement with Crawford, Murphy & Tilly, Inc., for Hively Avenue Overpass Project FRA Grant Application and Grant Management with an amended fee not to exceed of \$46,000.00.**




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## MEMORANDUM

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**DATE:** February 4, 2025

**TO:** Board of Public Works

**FROM:** Jeffrey Schaffer, Engineering 

**RE:** **Change Order #1 for Bid #24-19, Hively Avenue Overpass Demolition Contract #6**

---

Change Order #1 for Bid #24-19, Hively Avenue Overpass Demolition Contract #6, removes the pay item for allowances for ACM removal; no ACM was encountered. This is a deduction of \$20,000.00 or -24.0% of the original contract price of \$83,225.00.

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

**Approve Change Order #1 for Bid #24-19, Hively Avenue Overpass Demolition Contract #6, decreasing the contract value by \$20,000.00, resulting in a contract price of \$63,225.00.**

# CITY OF ELKHART

## PUBLIC WORKS & UTILITIES

Change Order No. One  
Dated 2/4/2025

Project: **HIVELY AVE OVERPASS DEMO CONT #6**

Contract No. 24-19

To: JOHN BOETTCHER SEWER & EXCAVATING  
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

Removal allowance for ACM removal (none encountered)	(\$20,000.00)
<b>TOTAL</b>	<b>\$ (20,000.00)</b>

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

Original Contract Price	<u>\$ 83,225.00</u>
Contract Price Prior to this Change Order	<u>\$ 83,225.00</u>
Net change resulting from this Change Order	<u>\$ (20,000.00)</u>
Current Contract Price including this Change Order	<u>\$ 63,225.00</u>
Current Contract Price % Change from Original Price	<u>-24.0%</u>
Contract Time prior to this Change Order	<u>NO CHANGE</u> (Days or Time)
Net Time <b>change</b> 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

February 4, 2025

DATE

The above changes are accepted:

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

DATE






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## MEMORANDUM

---

**DATE:** February 4, 2025

**TO:** Board of Public Works

**FROM:** Jeffrey Schaffer, Engineering 

**RE:** **Acceptance of Plat, Right-of-Way Dedication, and Easement Dedication for Lindholm Lane Subdivision**

---

The developer of Lindholm Lane Subdivision has prepared the recorded plat for the two-lot minor subdivision. This plat includes dedication of previously apparent right-of-way of Bristol Street and the dedication of an easement benefiting the City of Elkhart along the right-of-way. After acceptance by the Board, the plat will be reviewed and approved by the Plat Committee.

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

**Accept the Plat, Right-of-Way Dedication, and Easement Dedication for Lindholm Lane Subdivision.**



# PRELIMINARY PLAT

## LINDHOLM LANE SUBDIVISION

A PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH,  
 RANGE 5 EAST, CITY OF ELKHART, OSOLO TOWNSHIP, ELKHART COUNTY, INDIANA  
 ADDRESS: 625 & 601 EAST BRISTOL STREET, ELKHART, IN 46514  
 TAX ID#1: 20-02-32-427-012-000-027 (625 E. BRISTOL ST.) &  
 20-02-32-427-013-000-027 (601 E. BRISTOL ST.)

### GENERAL NOTES

**PROPOSED LAND USE**  
 THIS PROJECT IS A LOT MINOR SUBDIVISION OF TWO EXISTING PARCELS WITH EXISTING IMPROVEMENTS TO BE KNOWN AS LINDHOLM LANE SUBDIVISION. THIS PROJECT IS UNDER THE OWNERSHIP OF LINDHOLM PROPERTIES, LLC BY INSTRUMENT #2003-0109 AND JIL PROPERTIES, LLC BY INSTRUMENT #2012-0250. THE PROJECT IS LOCATED ON THE SOUTH SIDE OF EAST BRISTOL STREET IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 5 EAST, OSOLO TOWNSHIP, CITY OF ELKHART, ELKHART COUNTY, INDIANA.

**RESTRICTIONS**  
 MINIMUM RESTRICTIONS AS ESTABLISHED BY THE CITY OF ELKHART DURING AND SUBSEQUENT APPROVAL PROCESS. THE DEVELOPER MAY RECORD ADDITIONAL COVENANTS AND RESTRICTIONS AT A FUTURE DATE FOR THE SUBDIVISION.

**DATE OF DEVELOPMENT**  
 DEVELOPMENT IS PROPOSED WITH APPROVAL OF THE FINAL APPROVAL OF ALL CITY OF ELKHART REQUIREMENTS.

**ZONING**  
 THIS PROJECT IS WITHIN THE CITY OF ELKHART CORPORATE LIMITS AND IS ZONED O (OFFICE DISTRICT). THE ADJACENT LAND TO THE NORTH ADDRESS BRISTOL STREET IS ZONED R-2 AND P-1; ZONING TO THE SOUTH IS R-2; ZONING ADDRESS COLUMBIAN AVENUE TO THE EAST IS O & R-3 AND ZONING TO THE WEST ADDRESS GARDEN STREET IS ZONED P-4 & R-4.

**DENSITY**  
 TOTAL PROJECT AREA = 1.144 ACRES  
 AREA IN LOTS = 0.074 ACRES  
 AREA TO BE DEDICATED = 0.174 ACRES

**ZONING REQUIREMENTS O (OFFICE DISTRICT)**  
 SETBACKS = ESTABLISHED SETBACK OR 25 FEET IF NO ESTABLISHED SETBACK  
 SIDE YARD = 10 FEET  
 REAR YARD = 20 FEET

**MINIMUM LOT SIZE** = 10,000 S.F.  
**MINIMUM LOT COVERAGE** = 40% TOTAL FOR STRUCTURES, DRIVES & PARKING AREAS  
**MINIMUM FRONTAGE** = 75'

**STREETS**  
 NO NEW STREETS WILL BE CREATED WITH THE PLATTING OF THIS SUBDIVISION.

**SANITARY SEWER**  
 SANITARY SEWER IS CURRENTLY PROVIDED TO BOTH LOTS BY THE CITY OF ELKHART MUNICIPAL UTILITIES.

**WATER SUPPLY**  
 WATER SERVICE FOR THIS PROJECT IS CURRENTLY PROVIDED TO BOTH LOTS BY THE CITY OF ELKHART MUNICIPAL UTILITIES.

**SOILS**  
 THE ON-SITE SOILS ARE URBAN LAND-BRISTOL COMPLEX, 0 TO 1% SLOPES (USDA). SOIL INFORMATION WAS OBTAINED FROM THE "WEB SOIL SURVEY". THE SURVEY WAS PUBLISHED BY THE USDA (UNITED STATES DEPARTMENT OF AGRICULTURE) AND NRCS (NATIONAL RESOURCES CONSERVATION SERVICE).

**CONTOURS**  
 THE EXISTING ELEVATION ACROSS THE WHOLE SITE IS 708 PER ELKHART COUNTY GSE ELEVATE.

**FLOOD HAZARD**  
 THIS PROJECT DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) (100 YEAR FLOOD BOUNDARY) AS SCALED AND DEPICED ON THE FEMA/FIRM COMMUNITY PANEL #180501280 AND #180501280, EFFECTIVE MAP DATE AUGUST 4, 2011.

**WETLAND NOTE**  
 A REVIEW OF THE U.S. FISH & WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY MAP ON NOVEMBER 6, 2004 INDICATES THAT THERE ARE NO WETLANDS LOCATED ON THE SUBJECT PARCEL.

**EROSION CONTROL AND BEST CONSTRUCTION PLAN**  
 AN EROSION CONTROL PLAN AND A BEST CONSTRUCTION PLAN ARE REQUIRED AS A PART OF THIS PROJECT. MORE THAN ONE (1) ACRE WILL BE DISTURBED IN THE GRADING OF THIS PROJECT. EROSION CONTROL PRACTICES AND PRINCIPLE ACCORDING TO THE INDIANA STORM WATER QUALITY MANUAL - CHAPTER 7 WILL BE FOLLOWED. SEE [www.idem.in.gov/Stormwater](http://www.idem.in.gov/Stormwater) FOR MORE INFORMATION. GEOTECHNICAL CONSULTANTS WILL BE PREPARING BOTH PLANS AND WILL BE SUBMITTED TO THE APPROPRIATE JURISDICTIONAL DEPARTMENTS FOR APPROVAL.

**ALL DIMENSIONS SHOWN FOR LOTS ARE APPROXIMATE AND MAY CHANGE WITH THE COMPUTATION OF THE FINAL PLAT.**

### LEGAL DESCRIPTION:

JIL PROPERTIES, LLC (INSTR. #2010-21563)  
 A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE FIVE (5) EAST, IN THE CITY OF ELKHART, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT LOCATED ON THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION, SAID PLACE OF BEGINNING BEING THE POINT OF BEGINNING OF THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTHWEST ALONG SAID NORTH LINE, A DISTANCE OF ONE HUNDRED THIRTY-SEVEN (137) FEET TO THE EAST LINE OF AN UNPLATTED IMPROVED AREA; THENCE SOUTHWESTWARDLY, PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, A DISTANCE OF TEN (10) RODS TO THE NORTHWEST CORNER OF A PUBLIC ALLEY; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF ONE HUNDRED THIRTY-SEVEN (137) FEET; THENCE NORTHWARDLY, TEN (10) RODS TO THE PLACE OF BEGINNING.

LINDHOLM PROPERTIES, LLC (INSTR. #2003-01059)  
 A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE FIVE (5) EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING ON THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE FIVE (5) EAST, AT A POINT ON SAID LINE FORTY (40) RODS WEST OF THE NORTHWEST CORNER OF SAID QUARTER, THENCE WESTWARDLY ON SAID LINE TEN (10) RODS; THENCE SOUTH AT RIGHT ANGLES WITH SAID QUARTER SECTION LINE; TEN (10) RODS; THENCE EAST PARALLEL WITH SAID LINE TEN (10) RODS; THENCE NORTH TEN (10) RODS TO THE PLACE OF BEGINNING.

**ABONMARCHE**

203 River Road Drive, Unit 204  
 Elkhart, IN 46524  
 Phone: 765.433.8113  
 Fax: 765.433.8111  
 abonmarc@a.com

Engineering and Surveying  
 Robert K. Johnson  
 Licensed Professional Engineer  
 License No. 12024  
 Grand Rapids  
 Lafayette

PROJECT: A PART OF THE SE 1/4 OF SECTION 32-T38N-R5E CITY OF ELKHART, OSOLO TOWNSHIP, ELKHART COUNTY, INDIANA

PRELIMINARY PLAT

SHEET TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DESIGNED BY: \_\_\_\_\_

DESIGNED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SCALE: \_\_\_\_\_

HORIZ: 1" = 30'

VERT: \_\_\_\_\_

AC/JOB # \_\_\_\_\_

24-1540

SHEET NO. \_\_\_\_\_

OWNER/DEVELOPER  
 LINDHOLM PROPERTIES, LLC  
 625 EAST BRISTOL STREET  
 ELKHART, IN 46514

JIL PROPERTIES, LLC  
 5604 HUNTERS COURT  
 ELKHART, IN 46514

### LAND SURVEYOR'S CERTIFICATE

I, CAMERON L. BERON, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND THAT THIS SURVEY WAS PERFORMED WHOLLY BY OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A MEMBER IN GOOD STANDING WITH THE SURVEY BOARD OF THE STATE OF INDIANA, CHAPTER 12, SECTIONS 1 THROUGH 29 OF THE INDIANA ADMINISTRATIVE CODE (IAC). I AFFIRM UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.



CAMERON L. BERON, P.S.  
 REGISTERED LAND SURVEYOR #LS21900005  
 STATE OF INDIANA

DATE \_\_\_\_\_

# LINDHOLM LANE SUBDIVISION

A PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 5 EAST, CITY OF ELKHART, OSOLO TOWNSHIP, ELKHART COUNTY, INDIANA  
 ADDRESS: 625 & 601 EAST BRISTOL STREET, ELKHART, IN 46514  
 TAX ID#: 20-02-32-427-012-000-027 (625 E. BRISTOL ST.) & 20-02-32-427-013-000-027 (601 E. BRISTOL ST.)

## LEGAL DESCRIPTION:

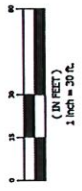
JIL PROPERTIES, LLC (INSTR. #2010-21563)  
 A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE FIVE (5) EAST, IN THE CITY OF ELKHART, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT LOCATED ON THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION, SAID PLACE OF BEGINNING LOCATED FIFTY (50) RODS WEST, FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 89°43'09"E 301.73' TO AN IRON PIPER MARKER (1 1/2" DIA. IRON PIPE) SET TO THE EAST LINE OF AN UNPLATTED IMPROVED AREA; THENCE SOUTHWARDLY, PARALLEL, WITH THE EAST LINE OF SAID QUARTER SECTION, A DISTANCE OF TEN (10) RODS TO THE NORTHWEST CORNER OF A PUBLIC ALLEY; THENCE EAST, PARALLEL, WITH THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF ONE HUNDRED THIRTY-SEVEN (137) FEET; THENCE NORTHWARDLY, TEN (10) RODS TO THE PLACE OF BEGINNING.  
 LINDHOLM PROPERTIES, LLC (INSTR. #2003-01059)  
 A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE FIVE (5) EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING ON THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE FIVE (5) EAST, AT A POINT ON SAID LINE FORTY (40) RODS WEST OF THE NORTHEAST CORNER OF SAID QUARTER, THENCE WESTWARDLY ON SAID LINE TEN (10) RODS; THENCE SOUTH AT RIGHT ANGLES WITH SAID QUARTER SECTION LINE; TEN (10) RODS; THENCE EAST PARALLEL WITH SAID LINE TEN (10) RODS; THENCE NORTH TEN (10) RODS TO THE PLACE OF BEGINNING.

TOTAL SUBDIVISION AREA	49,727 S.F.
AREA TO BE DEDICATED	1.14± ACRES
AREA IN LOT #1	7.54± S.F.
AREA IN LOT #2	0.57± ACRES
AREA IN LOT #1	0.17± ACRES
AREA IN LOT #2	17,244 S.F.
	0.40± ACRES

**FLOOD NOTE**  
 THIS PARCEL IS NOT WITHIN THE ANNUAL CHANCE FLOOD HAZARD AREA (AS SHOWN AND DEPICTED ON THE FEMA/FIRM COMMUNITY PANEL NUMBER 18039C028D & 18039C029D, EFFECTIVE MAP DATE AUGUST 2, 2011.)

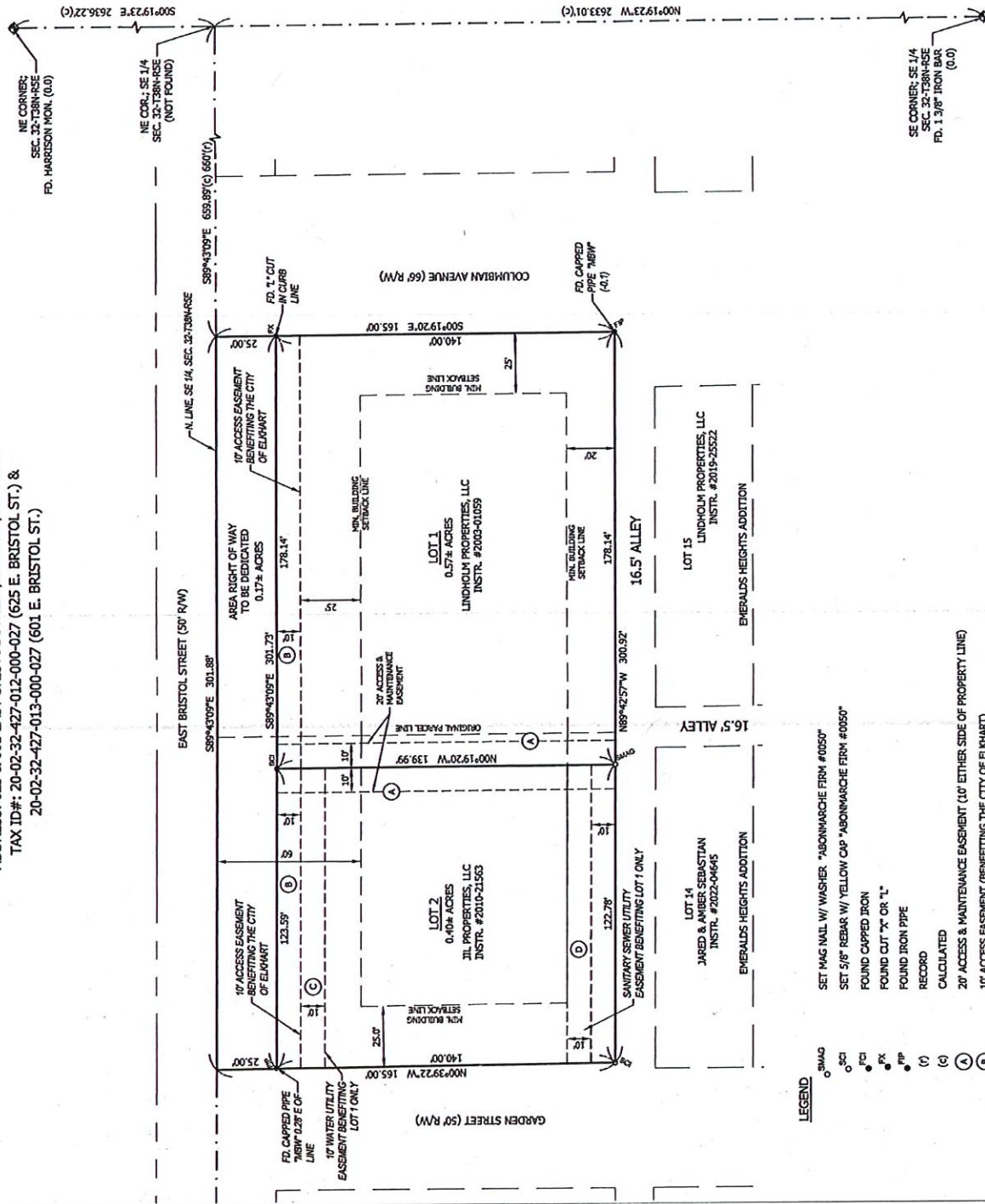
**OWNER**  
 LINDHOLM PROPERTIES, LLC  
 54541 HUNTERS COURT  
 ELKHART, INDIANA 46514

**JIL PROPERTIES, LLC**  
 54541 HUNTERS COURT  
 ELKHART, INDIANA 46514



**ABONMARCHÉ**  
 South Bend  
 300 River Race Drive, Unit 205  
 Elkhart, IN 46524  
 Phone: 765.291.1026  
 Fax: 765.291.1026  
 Email: abonmarche.com  
 Website: www.abonmarche.com

Benton Harbor  
 10000 N. 100th Ave.  
 Grand Rapids  
 Hobart  
 Kalamazoo  
 Ft. Wayne  
 Lafayette  
 Engineering - Architecture - Land Surveying



- LEGEND**
- ◉ 3/4" MAG NAIL W/ WASHER \*ABONMARCHÉ FIRM #0050\*
  - ◉ 3/8" REBAR W/ YELLOW CAP \*ABONMARCHÉ FIRM #0050\*
  - ◉ FOUND CAPPED IRON
  - ◉ FOUND CUT "X" OR "L"
  - ◉ FOUND IRON PIPE
  - ◉ RECORD
  - ◉ CALCULATED
  - ◉ 20' ACCESS & MAINTENANCE EASEMENT (10' EITHER SIDE OF PROPERTY LINE)
  - ◉ 10' ACCESS EASEMENT (BENEFITING THE CITY OF ELKHART)
  - ◉ 10' WATER UTILITY EASEMENT (BENEFITING LOT 1 ONLY)
  - ◉ 10' SANITARY SEWER UTILITY EASEMENT (BENEFITING LOT 1 ONLY)

JOB NO.: 24-1540  
 DATE: JANUARY, 2025  
 SHEET 1 OF 2

CP:\Projects\2024-1540 Lindholm Street Plat\2024-1540-25\CONDOMINIUM PLAT.dwg

# LINDHOLM LANE SUBDIVISION

A PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 5 EAST, CITY OF ELKHART, OSOLO TOWNSHIP, ELKHART COUNTY, INDIANA  
 ADDRESS: 625 & 601 EAST BRISTOL STREET, ELKHART, IN 46514  
 TAX ID#: 20-02-32-427-012-000-027 (625 E. BRISTOL ST.) & 20-02-32-427-013-000-027 (601 E. BRISTOL ST.)

## CERTIFICATE OF APPROVAL

BE IT RESOLVED BY THE CITY OF ELKHART PLAT COMMITTEE, ELKHART, INDIANA THAT THIS PLAT IS HEREBY APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

*[Signature]*  
 JEFFREY D. SCHAEFER, CHAIR  
 TONY IRWIN, MEMBER  
 ERIC TROTTER, MEMBER

## BOARD OF PUBLIC WORKS AND SAFETY

APPROVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF ELKHART, INDIANA, THAT THIS PLAT IS HEREBY APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

MICHAEL C. MACHLAN, PRESIDENT  
 JAMIE ARCE, VICE-PRESIDENT  
 ANDY JONES, MEMBER  
 RON DAVIS, MEMBER  
 ROSE RIVERA, MEMBER

AUDITOR  
 PATRICIA A. PROCKS, ELKHART COUNTY AUDITOR

DULY ENTERED FOR TAXATION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

RECORDED  
 RECEIVED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

AT \_\_\_\_\_ AND RECORDED IN PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 REC: \_\_\_\_\_ KHALA BAKER, ELKHART COUNTY RECORDER

## DRAINAGE MAINTENANCE STATEMENT

THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING GULCHETS AND SWALES, SHALL BE THE RESPONSIBILITY OF EACH LOT OWNER, AND NO OWNER SHALL PERMIT, ALLOW, OR CAUSE ANY OF SAID DRAINAGE FACILITIES TO BE RESTRICTED OR IMPAIRED IN SUCH MANNER AS TO CAUSE DAMAGE OR IN DISREPAIR. IT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER TO REPAIR SUCH FACILITIES AT OWNER'S EXPENSE.

IN THE EVENT OF OWNER'S FAILURE TO MAINTAIN SUCH DRAINAGE FACILITIES IN GOOD ORDER AND REPAIR, APPROPRIATE GOVERNMENTAL AUTHORITY OF THE CITY OF ELKHART, INDIANA, MAY REPAIR SUCH DRAINAGE FACILITIES AND INVOICE THE COSTS OF SUCH REPAIR TO THE LAST OWNER. THE CITY OF ELKHART, INDIANA, IS HEREBY GRANTED A FIRST-PRIORITY EASEMENT AND EJECTMENT FOR THE COLLECTION AND/OR FORECLOSURE ACTION AGAINST THE REAL ESTATE FOR THE AMOUNT OF ANY ASSESSMENT FOR THE COSTS OF SUCH REPAIR AS ASSESSED BY SAID GOVERNMENTAL AUTHORITY. SAID ASSESSMENT SHALL CONSTITUTE A LIEN UPON THE REAL ESTATE OF THE LOT OWNER, AND AN ENCUMBRANCE UPON THE TITLE OF SAID LOT.

THE CITY OF ELKHART, INDIANA, IS FURTHER GRANTED A RIGHT OF ACTION FOR THE COLLECTION OF SAID DEBTS FROM THE LOT OWNER AND FOR THE FORECLOSURE OF SAID LIEN IN THE EVENT OF FAILURE TO PAY SUCH ASSESSMENT. SUCH COLLECTION AND/OR FORECLOSURE ACTION SHALL BE MAINTAINED IN THE COURTS OF GENERAL JURISDICTION OF THE STATE OF INDIANA AND SHALL BE COMMENCED IN THE CITY OF ELKHART, INDIANA.

## CERTIFICATE OF OWNERSHIP & DEED OF DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE REAL ESTATE DESCRIBED HEREON AND AS SUCH HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT DEDICATED ABOVE TO BE KNOWN AS LINDHOLM LANE SUBDIVISION. WE HEREBY DEDICATE TO THE PUBLIC FOR USE AS PUBLIC HIGHWAYS, UTILITY EASEMENTS ARE HEREBY SET ASIDE AND RESERVED TO THE FULLY FRANCHISED PUBLIC UTILITY COMPANIES SERVING THE AREA WITH GAS, ELECTRICITY AND TELEPHONE SERVICE FOR THE INSTALLATION AND MAINTENANCE OF SUCH UTILITIES. WE HEREBY GRANT TO THE PUBLIC THE RIGHT OF EGRESS AND ACCESS TO SAID SUBDIVISION TO EFFECT PROPER DRAINAGE FACILITIES SUCH AS CHANNELS, SWALES, DITCHES, SEWERS, ETC. WITHIN SAID DRAINAGE EASEMENTS. NO STRUCTURE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT OR INTERFERE WITH THE PROPER OPERATION OF SAID DRAINAGE FACILITIES. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID DRAINAGE FACILITIES. THE APPROPRIATE INVOICE FOR THE CONSTRUCTION OF SAID DRAINAGE FACILITIES AND ASSESS, AND INVOICE THE COSTS OF SAID REPAIR AND/OR RECONSTRUCTION TO THE ADJUTING PROPERTY OWNERS. THE SAID GOVERNMENTAL AUTHORITY IS HEREBY GRANTED A FIRST-PRIORITY EASEMENT AND EJECTMENT FOR THE COLLECTION AND/OR FORECLOSURE ACTION AGAINST THE REAL ESTATE FOR THE AMOUNT OF ANY ASSESSMENT FOR THE COSTS OF SUCH REPAIR AS ASSESSED BY SAID GOVERNMENTAL AUTHORITY. SAID ASSESSMENT SHALL CONSTITUTE A LIEN UPON THE REAL ESTATE OF THE LOT OWNER, AND AN ENCUMBRANCE UPON THE TITLE TO ALL PROPERTIES. THE SAID GOVERNMENTAL AUTHORITY IS FURTHER GRANTED A RIGHT OF ACTION FOR THE COLLECTION AND/OR FORECLOSURE ACTION AGAINST THE REAL ESTATE FOR THE AMOUNT OF ANY ASSESSMENT FOR THE COSTS OF SUCH REPAIR AS ASSESSED BY SAID GOVERNMENTAL AUTHORITY. SAID ASSESSMENT SHALL BE COMMENCED IN THE COURTS OF GENERAL JURISDICTION OF THE STATE OF INDIANA AND SHALL COMMENCE IN THE CITY OF ELKHART, INDIANA.

JL PROPERTIES, LLC  
 LINDHOLM PROPERTIES, LLC  
 MARK LINDHOLM, PRESIDENT  
 MARK LINDHOLM, MEMBER

## NOTARY PUBLIC CERTIFICATE

STATE OF INDIANA )  
 COUNTY OF ELKHART )

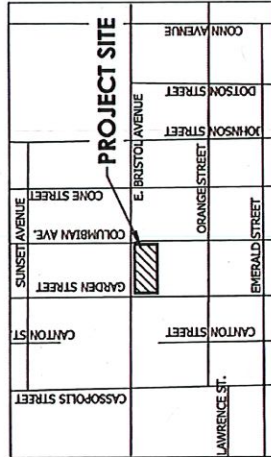
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE SIGNER OF THE FOREGOING INSTRUMENT ON BEHALF OF LINDHOLM PROPERTIES, LLC AND ACKNOWLEDGED THE EXECUTION OF THIS PLAT.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

APRIL 12, 2020  
 MT COMMISSION EXPIRES

NOTARY PUBLIC  
 RESIDENT OF ELKHART COUNTY, INDIANA

M. HIRE  
 PRINTED NAME  
 NF0740498  
 COMMISSION NUMBER



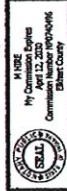
LOCATION MAP  
 NOT TO SCALE

STATE OF INDIANA )  
 COUNTY OF ELKHART )

I, CAMERON L. BERON, HEREBY STATE I AM A LAND SURVEYOR LICENSED IN THE STATE OF INDIANA. I HAVE PERSONALLY SURVEYED THE PROPERTY DESCRIBED IN THE ABOVE CAPTIONED AND THAT I HAVE DIVIDED THE SAME INTO BLOCKS AND LOTS AS SHOWN ON THE BERON PLAT. THE BOUNDARIES OF SAID BLOCKS AND LOTS AS SHOWN ON SAID PLAT AND THE CORNERS ARE MARKED WITH IRON, DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. THE CORNERS OF SAID BLOCKS AND LOTS AS SHOWN ON SAID PLAT ARE IDENTIFIED BY THE CORNERS AS DESCRIBED IN THIS PLAT AS DESCRIBED IN THE RECORDS OF ELKHART COUNTY, INDIANA IN INSTRUMENT NUMBER \_\_\_\_\_.

L. CAMERON L. BERON, ATTORNEY UNDER POWERS OF FIDELITY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.



123 River Road, Suite 101, Unit 206  
 Elkhart, IN 46516  
 Phone: 574.533.9113  
 Fax: 574.533.9111  
 abonmarche.com  
 CAMERON L. BERON, P.S. #213000005  
 Surveyor  
 License No. LS19100005  
 State of Indiana  
 Expires 04/12/2020

JOB NO.: 24-1540  
 DATE: JANUARY, 2025  
 SHEET 2 OF 2




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## MEMORANDUM

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**DATE:** February 4, 2025

**TO:** Board of Public Works

**FROM:** Jeffrey Schaffer, Engineering 

**RE:** **Escrow Agreement with Almac, Inc., and Lake City Bank for Elkhart East Area A Public Improvements**

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At the December 17, 2024, Board of Public Works Meeting, bids were opened for Bid #24-22, Elkhart East Area A Public Improvements. The lowest responsive bid was received from C&E Excavating, Inc., in the amount of \$2,483,600.

The project is being funded by the developer, Almac, Inc. The Public Works staff agreed with the developer that the best funding method would be through an escrow agreement. Under the attached agreement, the developer will deposit the cost of the project and a contingency with the escrow agent at Lake City Bank. The City will approve the work and direct the escrow agent to release the funds and issue payment directly to the awarded contractor (recommended in a later action to be C&E Excavating, Inc.). Any excess funds would be released back to the developer. The developer will then seek reimbursement from the Elkhart County Redevelopment Commission.

The Public Works staff discussed this approach with the State Board of Accounts and received an approval via the attached email.

Based on the above, this agreement and the project will have no impact on the Civil City, Water or, Wastewater Budgets. The City engineering staff will be inspecting and approving the work.

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


**Authorize the Board Vice President to execute the Escrow Agreement with Almac, Inc., and Lake City Bank for Elkhart East Area A Public Improvements.**



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## MEMORANDUM

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**DATE:** February 4, 2025  
**TO:** Board of Public Works  
**FROM:** Jeffrey Schaffer, Engineering   
**RE:** Award Bid #24-22, Elkhart East Area A Public Improvements

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At the December 17, 2024, Board of Public Works meeting, bids were opened for Bid #24-22, Elkhart East Area A Public Improvements. The results are as follows:

Contractor	Bid
C&E Excavating	\$2,483,600.00
HRP Construction	\$3,884,853.25
Niblock Excavating	\$2,684,959.00
Rieth-Riley Construction	\$3,086,086.00

The project is funded by the developer through an escrow agreement with the City (as approved by the Board). The developer will then be seeking reimbursement from the Elkhart County Redevelopment Commission.

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

**Award Bid #24-22, Elkhart East Area A Public Improvements, to C&E Excavating, who submitted the lowest responsive bid, with a contract price in the amount of \$2,483,600.00, subject to the full execution of the escrow agreement approved by the Board.**

**BID #24-22 - ELKHART EAST AREA A PUBLIC IMPROVEMENTS**

BID TABULATION				C&E EXCAVATING		HRP CONSTRUCTION		NIBLOCK EXCAVATING		RIETIL-RILEY CONST.	
ITEM	DESCRIPTION	ESTIMATE	UNITS	UNIT COST	SUBTOTAL	UNIT COST	SUBTOTAL	UNIT COST	SUBTOTAL	UNIT COST	SUBTOTAL
1	MOBILIZATION AND DEMOBILIZATION, MAX 10% OF BID	1	LS	\$67,392.50	\$67,392.50	\$390,000.00	\$390,000.00	\$260,000.00	\$260,000.00	\$300,000.00	\$300,000.00
2	CONSTRUCTION STAKING	1	LS	\$38,000.00	\$38,000.00	\$30,000.00	\$30,000.00	\$22,500.00	\$22,500.00	\$29,600.00	\$29,600.00
3	MAINTENANCE OF TRAFFIC	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$2,500.00	\$2,500.00	\$6,408.95	\$6,408.95
4	POLLUTION PREVENTION AND EROSION CONTROL	1	LS	\$72,500.00	\$72,500.00	\$35,000.00	\$35,000.00	\$29,500.00	\$29,500.00	\$50,586.89	\$50,586.89
5	CLEARING RIGHT-OF-WAY	1	LS	\$210,000.00	\$210,000.00	\$50,000.00	\$50,000.00	\$35,000.00	\$35,000.00	\$17,233.88	\$17,233.88
6	WATER MAIN, 12 IN. DIP, CL 52	4605	LFT	\$96.00	\$442,080.00	\$130.00	\$598,650.00	\$117.50	\$541,087.50	\$100.55	\$463,032.75
7	WATER MAIN FITTING 12 IN DIP	10	EACH	\$1,425.00	\$14,250.00	\$3,500.00	\$35,000.00	\$1,335.00	\$13,350.00	\$2,451.26	\$24,512.60
8	GATE VALVE AND BOX, 12 IN.	7	EACH	\$4,125.00	\$28,875.00	\$6,000.00	\$42,000.00	\$5,850.00	\$40,950.00	\$4,810.53	\$33,673.71
9	FIRE HYDRANT ASSEMBLY	10	EACH	\$8,300.00	\$83,000.00	\$12,500.00	\$125,000.00	\$11,050.00	\$110,500.00	\$9,678.12	\$96,781.20
10	WATER SERVICE CONNECTION, 6 IN.	9	EACH	\$7,450.00	\$67,050.00	\$10,000.00	\$90,000.00	\$7,675.00	\$69,075.00	\$5,376.75	\$48,390.75
11	WATER MAIN, 12 IN. DIP IN 18 IN. HDPE HOUSING	285	LFT	\$400.00	\$114,000.00	\$325.00	\$92,625.00	\$315.00	\$89,775.00	\$381.04	\$108,596.40
12	SANITARY SEWER, 8 IN PVC, SDR 35	2325	LFT	\$45.00	\$104,625.00	\$150.00	\$348,750.00	\$135.00	\$313,875.00	\$69.52	\$161,634.00
13	STORM SEWER, 15 IN RCP CLASS III	126	LFT	\$65.00	\$8,190.00	\$65.00	\$8,190.00	\$60.00	\$7,560.00	\$52.35	\$6,596.10
14	SANITARY SEWER LATERAL TEE CONNECTION, 6 IN.	13	EACH	\$3,600.00	\$46,800.00	\$6,000.00	\$78,000.00	\$3,950.00	\$51,350.00	\$4,083.09	\$53,080.17
15	PIPE END SECTION, 15 IN. DIA	4	EACH	\$1,730.00	\$6,920.00	\$1,800.00	\$7,200.00	\$500.00	\$2,000.00	\$1,892.62	\$7,570.48
16	SANITARY MANHOLE, 4 FT. DIA	8	EACH	\$5,000.00	\$40,000.00	\$4,500.00	\$36,000.00	\$7,050.00	\$56,400.00	\$6,573.53	\$52,588.24
17	SUBGRADE TREATMENT, TYPE III	11805	SYS	\$0.50	\$5,902.50	\$0.01	\$118.05	\$0.90	\$10,624.50	\$1.69	\$19,950.45
18	HMA, BASE, TYPE B	4130	TON	\$74.00	\$305,620.00	\$81.70	\$337,421.00	\$70.00	\$289,100.00	\$81.70	\$337,421.00
19	HMA, BINDER, TYPE B	1770	TON	\$78.00	\$138,060.00	\$83.60	\$147,972.00	\$74.00	\$130,980.00	\$83.60	\$147,972.00
20	HMA, SURFACE, TYPE B	885	TON	\$100.00	\$88,500.00	\$99.20	\$87,792.00	\$95.00	\$84,075.00	\$99.20	\$87,792.00
21	EXCAVATION, COMMON	1	LS	\$160,500.00	\$160,500.00	\$505,000.00	\$505,000.00	\$167,500.00	\$167,500.00	\$476,303.70	\$476,303.70
22	BORROW	1	LS	\$213,900.00	\$213,900.00	\$485,000.00	\$485,000.00	\$125,000.00	\$125,000.00	\$281,494.55	\$281,494.55
23	RIPRAP, REVETMENT	8	TON	\$460.00	\$3,680.00	\$200.00	\$1,600.00	\$135.00	\$1,080.00	\$461.79	\$3,694.32
24	LINE, PAINT, SOLID, WHITE, 4 IN.	4830	LFT	\$0.50	\$2,415.00	\$0.44	\$2,125.20	\$0.50	\$2,415.00	\$0.45	\$2,173.50
25	LINE, PAINT, SOLID, YELLOW, 4 IN.	4830	LFT	\$0.50	\$2,415.00	\$0.44	\$2,125.20	\$0.55	\$2,656.50	\$0.50	\$2,415.00
26	TRANSVERSE MARKING, PAINT, STOP LINE, WHITE, 24 IN.	32	LFT	\$5.00	\$160.00	\$10.65	\$340.80	\$6.50	\$208.00	\$4.95	\$158.40
27	SIGN POST, SQUARE, TYPE 1, UNREINFORCED ANCHOR BASE	50	LFT	\$21.00	\$1,050.00	\$19.60	\$980.00	\$25.00	\$1,250.00	\$19.60	\$980.00
28	SIGN, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	20	SFT	\$27.00	\$540.00	\$24.95	\$499.00	\$30.00	\$600.00	\$24.95	\$499.00
29	SEEDING	20465	SYD	\$2.00	\$40,930.00	\$5.00	\$102,325.00	\$1.50	\$30,697.50	\$1.56	\$31,925.40
30	COMPACTED AGGREGATE, NO. 53, UNDISTRIBUTED	3930	TON	\$12.50	\$49,125.00	\$20.00	\$78,600.00	\$25.00	\$98,250.00	\$32.58	\$128,039.40
31	AGGREGATE, NO. 8, DRAINAGE SWALE	1300	TON	\$40.00	\$52,000.00	\$75.00	\$97,500.00	\$30.00	\$39,000.00	\$49.13	\$63,869.00
32	GEOTEXTILE FABRIC, DRAINAGE SWALE	3020	SYS	\$6.00	\$18,120.00	\$2.00	\$6,040.00	\$5.00	\$15,100.00	\$4.46	\$13,469.20
33	WATER SERVICE CONNECTION, 8 INCH	4	EA	\$10,500.00	\$42,000.00	\$12,000.00	\$48,000.00	\$10,250.00	\$41,000.00	\$6,910.74	\$27,642.96
<b>GRAND TOTAL</b>				<b>\$2,483,600.00</b>		<b>\$3,884,853.25</b>		<b>\$2,684,959.00</b>		<b>\$3,086,086.00</b>	





Tabled

DATE	1/21/25
APPROVED BY CITY OF ELKHART BOARD OF PUBLIC WORKS	
	Andy Jones
	Ron D... Mel... Jaw

MEMORANDUM

**DATE:** January 21, 2025

**TO:** Board of Public Works

**FROM:** Jeffrey Schaffer, Engineering *JSS*  
Eric Trotter, Planning and Zoning

**RE:** **Revocable Right-of-Way Permit for Perpendicular Parking in Alma Street at Linde Gas & Equipment (1820 Mishawaka Street)**

On July 8, 2024, the Engineering Staff sent the attached letter to Linde Gas & Equipment regarding improvements constructed in right-of-way of Alma Street that were completed without a driveway permit and/or excavation permit. The work in question was the construction of a new concrete parking pad for perpendicular parking that is partially in the right-of-way of Alma Street, as well as a new driveway from Alma Street. While there had historically been parking on the gravel within the right-of-way, this work was constructed without permits or without a review through the Technical Review Process, as is required for any improvements in the right-of-way.

On August 4, 2024, the City received a Technical Review Application for work that had been completed. After comments were made, revised plans were received on October 30, 2024. Those plans are attached. The applicant also provide an after-the-fact application for an Excavation Permit.

As part of the Technical Review Process, the staff determined that the proposed parking should only be allowed under the Revocable Right-of-Way Permit Process. That application is also attached and is the purpose of this Board item.

While the staff does not generally support perpendicular parking in the right-of-way, there is historical precedence in this location. However, the staff believes additional justification is needed and the applicant has been notified that they must provide the Board with further information to support the Revocable Right-of-Way Permit Application. It should be noted that the application has been signed by the Contractor, rather than by the applicant. A revised application must be provided with the applicant's signature.

Should the Board approve the application, the staff is recommending that the applicant sign a statement that they will take responsibility for any and all on-going drainage maintenance in the right-of-way of Alma Street, on the east side of the right-of-way, from the north property line of the applicant's property to the north curb line of Mishawaka Street. Also, the applicant will be required to excavate, raise, and place a new traffic-rated valve box and lid on the water service valve for the property. It appears this was buried and concrete was placed over the current valve and valve box.

The starting motion suggested by the staff for Board discussion purposes is as follows:

**Approve the Revocable Right-of-Way Permit for perpendicular parking in Alma Street at Linde Gas & Equipment, subject to the conditions suggested by the staff in the Board memorandum.**

Rod Roberson  
Mayor

Tory Irwin, PE  
Director & City Engineer



1201 South Nappanee Street  
Elkhart, Indiana 46516

(574) 293-2572  
www.elkhartindiana.org

July 8, 2024

Linde Gas and Equipment Inc.  
10 Riverview Drive  
Danbury, Connecticut 06810

Regarding: Linde Welding Gas and Equipment Center  
1820 West Mishawaka Street, Elkhart, Indiana  
Construction in public right-of-way without a permit

Linde Gas and Equipment Inc.:

On July 3, 2024, a City Zoning Inspector notified Public Works and Utilities that a parking pad was under construction in the right-of-way of Alma Street adjacent to the address listed in this letter. A Public Works Inspector visited the site and confirmed that the parking pad was under construction and that no permit had been issued for the work. This is a direct violation of Sections 97.001 through 97.018 (concerning Excavations in Streets) and Sections 97.025 through 97.029 (concerning Construction of Private Driveways) of the City of Elkhart Code of Ordinances.

A project of this scope must be reviewed prior to construction under the City's Technical Review Process. In addition, improvement of the parking perpendicular to Alma Street requires approval by the City's Board of Public Works under the Revocable Right-of-Way Permit Process.

A complete application for Technical Review must be submitted to the City prior to the August 7, 2024, regular submittal deadline. That application and supporting documents can be found at:  
<https://elkhartindiana.org/government/government-planning-zoning/>

Upon receipt of the application, the City staff will determine if the work completed to date meets the requirements of the Zoning Ordinance and standards adopted by the Board of Public Works. Any work that does not meet those requirements and is not approved by the Board of Public Works must be removed.

Failure to complete this process will result in a referral to the Board of Public Works. The Board of Public Works may order the work to be removed by the City with the costs to be paid by the property owner. In addition, the matter may be referred to the City Court for additional penalties. It should be noted that penalties can be assessed to both the property owner and the contractor.

Sincerely,  
City of Elkhart  
Public Works and Utilities

A handwritten signature in blue ink, appearing to read "Jeffrey D. Schaffer", is written over the typed name.

Jeffrey D. Schaffer, PE  
Assistant City Engineer

cc: Local Manager, Linde Welding Gas and Equipment Center, Elkhart, Indiana  
Mid-States Construction, Elkhart, Indiana

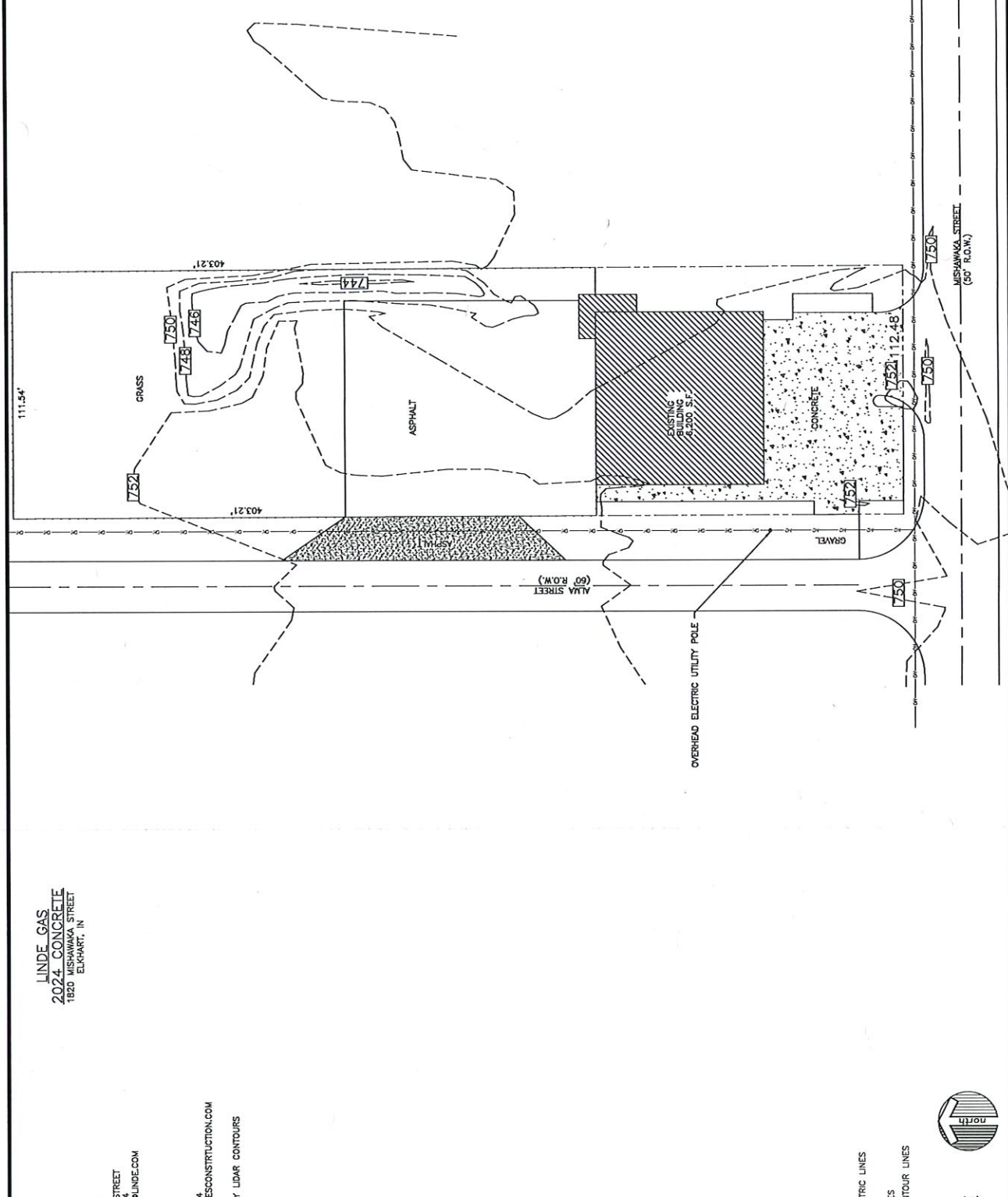
**TECHNICAL REVIEW CHECKLIST:**

LEGAL DESCRIPTION:  
 EXISTING CONDITIONS:  
 WITLER SUPPLY INC ATTN PRAXAIR  
 MARK MC LAUGHLIN  
 CONTACT: 574-785-2104  
 PHONE: 574-785-2104  
 ADDRESS: 1820 MISHAWAKA STREET  
 ELKHART, IN 46514  
 EMAIL: MARK.MC LAUGHLIN@UNDE.COM

-CONTRACTOR INFO:  
 MID-STATES CONSTRUCTION  
 JIM ULERY 8909  
 CONTACT: 5397 CP 9  
 ADDRESS: 5397 CP 9  
 ELKHART, IN 46514  
 EMAIL: JIMULERY@MIDSTATESCONSTRUCTION.COM

EXISTING CONDITIONS PAGE:  
 - CONTOURS TAKEN FROM ELKHART COUNTY LIDAR CONTOURS

**LINDE GAS**  
**2024 CONCRETE**  
 1820 MISHAWAKA STREET  
 ELKHART, IN



- LEGEND**
- OVERHEAD ELECTRIC LINES
  - FENCING
  - PROPERTY LINES
  - ELEVATION CONTOUR LINES



**EXISTING CONDITIONS**  
 SCALE: 1" = 20'

<p>AL DUNDORF M.S.E. 1113          1000 W. STATE ST. ELKHART, IN 46515          574-264-5547          2024 CONCRETE</p>		<p>mid-states construction, inc.          55557 CP 9          ELKHART, IN 46514          (574) 264-5547</p>		<p>EXISTING CONDITIONS          LINDE GAS          2024 CONCRETE</p>	
<p>DATE: 8/27/24          DWT: 8/27/24          SCALE: 1" = 20'</p>		<p>PROJECT NO.: 2024-001          SHEET NO.: 1 OF 1</p>		<p>C1</p>	

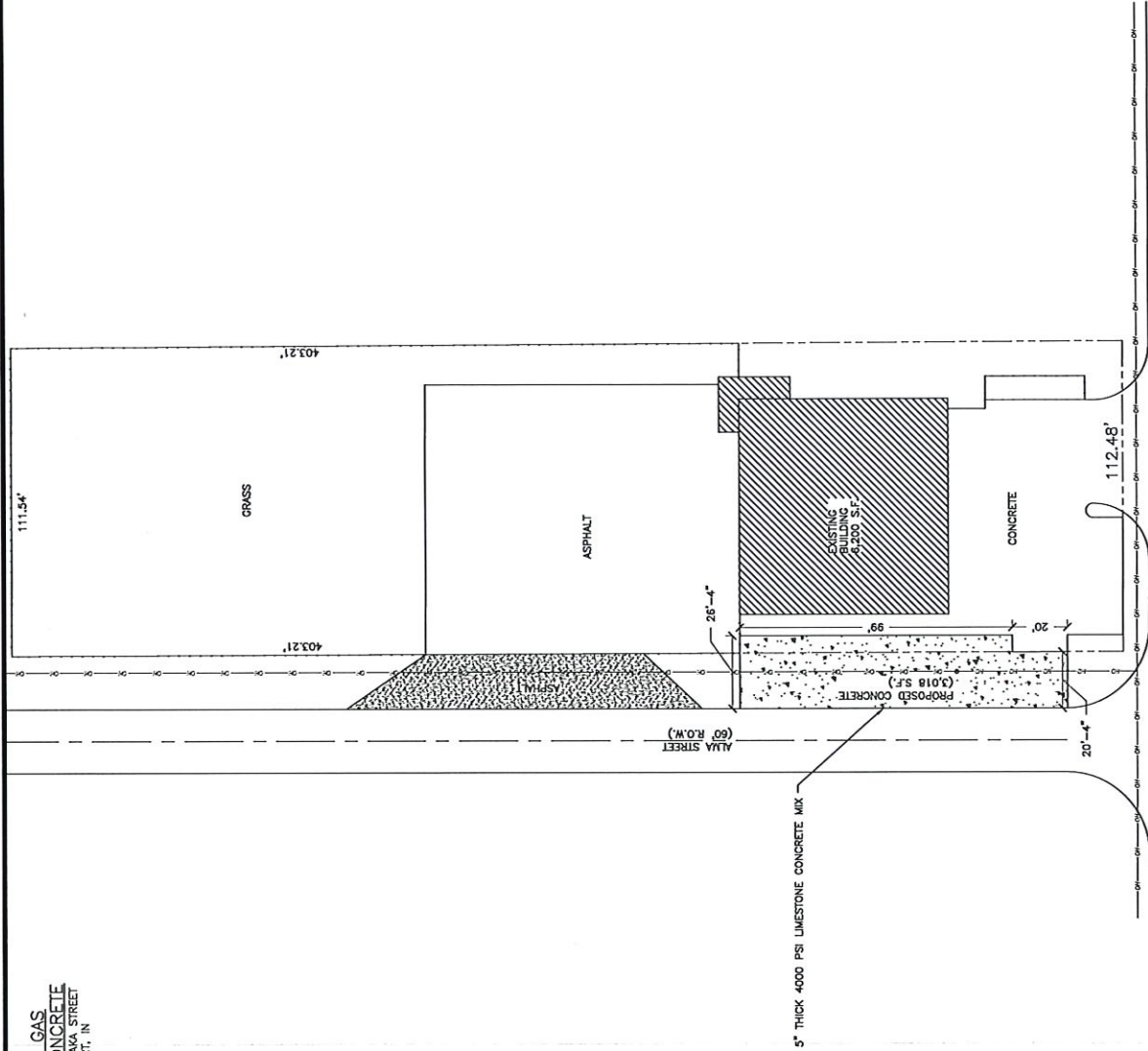
**TECHNICAL REVIEW CHECKLIST:**

- PROPOSED GEOMETRY**  
 -NO CHANGES TO EXISTING BUILDING PROPOSED  
 -NO CHANGES TO EXISTING DRIVEWAY PROPOSED  
 -NO CURBS PROPOSED IN NEW CONCRETE  
 -ANTICIPATED VEHICLE TRAFFIC: 20 VEHICLES PER DAY  
 -NUMBER OF EMPLOYEES (LARGEST SHIFT): 5 EMPLOYEES  
 -NO PROPOSED OR EXISTING DRIVEWAYS ON SITE  
 -NO PROPOSED FENCING IMPROVEMENTS  
 -NO PROPOSED FENCING IMPROVEMENTS

- PROPOSED LIGHTING/ANSWERING:**  
 -NO PROPOSED LIGHTING IMPROVEMENTS OR ALTERATIONS TO EXISTING  
 LANDSCAPING AND LIGHTING

- PROPOSED UTILITIES PLAN:**  
 -NO PROPOSED CHANGES TO EXISTING UTILITY CONNECTIONS

**LINDE GAS**  
**2024 CONCRETE**  
 1820 MISHAWAKA STREET  
 ELKHART, IN



- LEGEND**
- OVERHEAD ELECTRIC LINES
  - FENCING
  - PROPERTY LINES
  - ELEVATION CONTOUR LINES



**PROPOSED GEOMETRY**  
 SCALE: 1" = 20'

MISHAWAKA STREET  
 (50' R.O.W.)

C2

**mid-states construction, inc.**  
 5502 E. 8th Ave. • P.O. Box 687  
 Elkhart, Indiana 46515  
 (765) 244-6547

DATE	11/15/24
BY	[Signature]
CHECKED BY	[Signature]
SCALE	1" = 20'
TITLE	PROPOSED GEOMETRY PLAN

ALL DIMENSIONS ARE IN FEET  
 UNLESS OTHERWISE SPECIFIED  
 THIS PLAN IS THE PROPERTY OF  
 MID-STATES CONSTRUCTION, INC.  
 AND IS NOT TO BE REPRODUCED  
 OR TRANSMITTED IN ANY FORM OR  
 BY ANY MEANS, ELECTRONIC OR  
 MECHANICAL, INCLUDING PHOTOCOPYING,  
 RECORDING, OR BY ANY INFORMATION  
 STORAGE AND RETRIEVAL SYSTEM,  
 WITHOUT THE WRITTEN PERMISSION  
 OF MID-STATES CONSTRUCTION, INC.

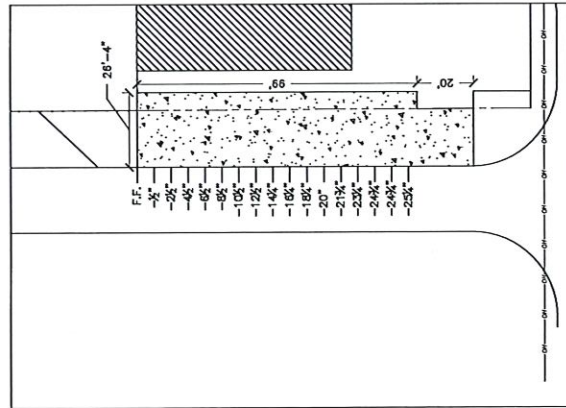
**LINDE GAS  
2024 CONCRETE**  
1820 MISHAWAKA STREET  
ELKHART, IN

TECHNICAL REVIEW CHECKLIST:  
NEW CONCRETE REPLACES:  
-0.069 ACRES OF IMPERMEABLE SURFACE (GRAVEL - COEFF.=0.6)

WITH:  
-0.069 ACRES OF IMPERMEABLE SURFACE (CONCRETE - COEFF.=0.9)

EXISTING SURFACE	COEFFICIENT	INTENSITY (ET)	AREA (ACRE)	TOTAL (ACRE-FT)
GRAVEL	0.6	0.25	0.069	0.010
CONCRETE	0.9	0.25	0.069	0.016

RESULTING IN AN INCREASE OF 0.006 ACRE-FT (262 CF) OF STORAGE FOR THE AFFECTED AREA WHICH IS PUSHED TO THE CITY STORM SEWER INLET LOCATED ON THE RADIUS OF ALMA STREET AND MISHAWAKA STREET'S NORTHEAST INTERSECTION.

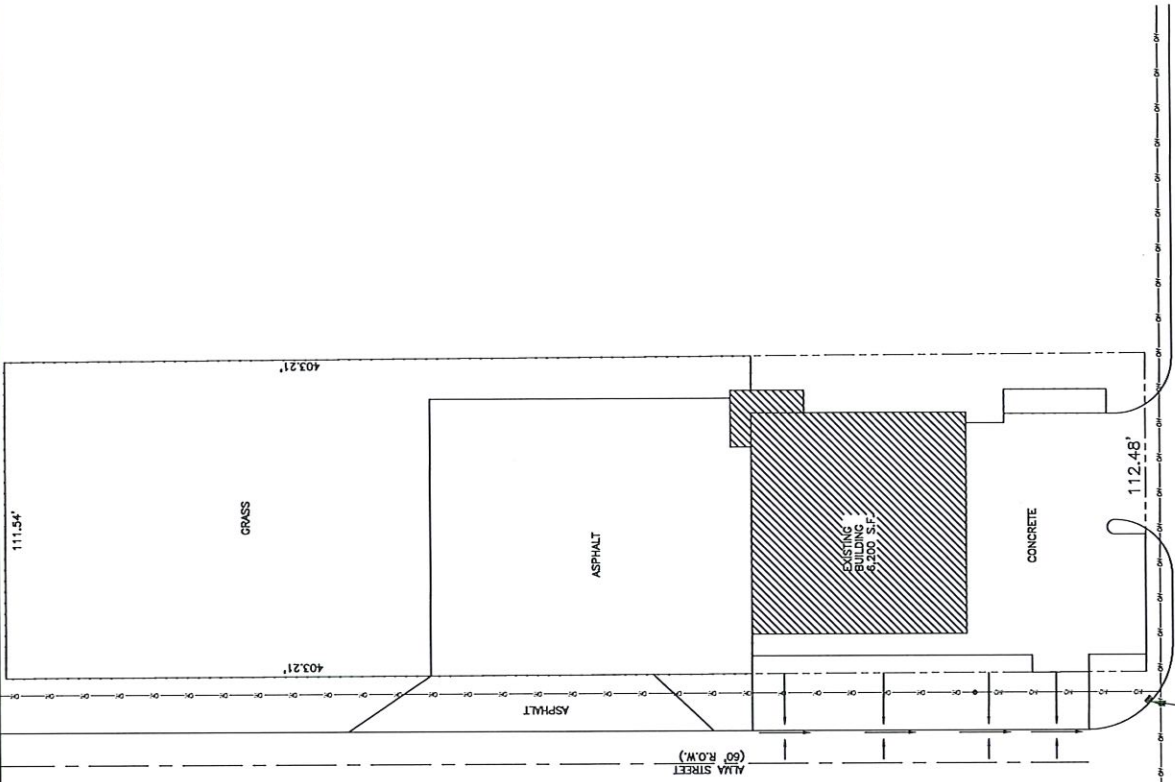


SECT ELEVATIONS

- LEGEND**
- OVERHEAD ELECTRIC LINES
  - FENCING
  - PROPERTY LINES
  - ELEVATION CONTOUR LINES



**PROPOSED DRAINAGE**  
SCALE: 1" = 20'



INLET LOCATION TO CITY COMBINED SEWER SYSTEM  
(TO RECEIVE THE DRAINAGE INCREASE OF 0.006 CFS)  
STORMWATER MANAGEMENT SYSTEM TO BE AGREED  
UPON WITH THE CITY OF ELKHART AND INSTALLED

MISHAWAKA STREET  
(50' R.O.W.)

ALMA STREET  
(60' R.O.W.)

C3

DATE	5/27/24
BY	DR
CHECKED BY	DR
SCALE	1" = 20'

DATE	5/27/24
BY	DR
CHECKED BY	DR
SCALE	1" = 20'

**mid-states construction, inc.**  
5557 Gt. River  
Elkhart, Indiana 46515  
(317) 264-5547



ALL DIMENSIONS MUST BE FIELD  
VERIFIED FROM THE CONSTRUCTION  
TO BE RESPONSIBLE FOR ANY  
DISCREPANCIES. ENGINEER SHALL  
NOT BE RESPONSIBLE FOR ANY  
MISTAKES MADE BY THE CONTRACTOR  
OR OTHER PERSONS FROM THE  
CONSTRUCTION.



Elkhart Public Works & Utilities  
1201 S. Nappanee Street  
Elkhart, IN 46516  
Ph. 574-293-2572  
Fax 574-293-7658

**APPLICATION FOR EXCAVATION PERMIT**

Permit Number: _____	Receipt Number: _____
Date: _____	Paid: _____
<input type="checkbox"/> Pretreatment Questionnaire Received or Not Applicable	
<input type="checkbox"/> Engineering Drawing Received – Required	Engineering Signoff: _____

**PLEASE GIVE (2) TWO HOUR NOTICE FOR INSPECTIONS (574) 293-2572 Initial: \_\_\_\_\_**

**Permit Issued to:**  
Mid-States Construction  
Address: 53697 CR 9 Elkhart IN 46515  
Phone: 574-264-9547  
E-mail jimulery@midstatesconstruction.com  
Date excavation work is to begin: completed  
Date restoration work is to be complete: completed

**Type of Work:**  
Excavation in right of way for new concrete  
Location: (address) 1820 Mishawaka Street,  
Elkhart IN 46516  
Owner: Mittler Supply Inc  
Permit will expire on: \_\_\_\_\_


In accordance with Ordinance No. 5192, the following information is required to obtain an Excavation Permit with the City of Elkhart, IN

- (a) In the absence of a lateral to the property a plan or sketch of the proposed connection must be attached to this permit
- (b) A bond or certified check guaranteeing performance in an amount of \$10,000 or a blanket bond must be on file with Elkhart Public Works & Utilities. In lieu of this requirement any person may post a performance bond in the amount of \$100,000 and bond shall remain in force for a period of two (2) years after completion of last work performed.
- (c) The excavation permit fee is \$25.00 for each tunnel, opening, or excavation of 100 L.F. or less. An additional charge of \$25.00 required for each additional one hundred L.F.
- (d) Written explanation of emergency, if applicable, in accordance with Ordinance No. 5192

**ADA CERTIFICATION**

The City of Elkhart is committed to providing accessibility to all of its citizens and visitors. I understand that any project in the right-of-way, or any other public place, must conform to ADA specifications and guidelines. I acknowledge that it is my responsibility to assure that the finished work product of this project will meet those specifications and guidelines. **YOU MUST RESTORE THE SITE USING CITY OF ELKHART STANDARD CONSTRUCTION SPECIFICATIONS PARTICULARLY FOR 4" CONCRETE SIDEWALK WHICH MEET ADA REQUIREMENTS.**

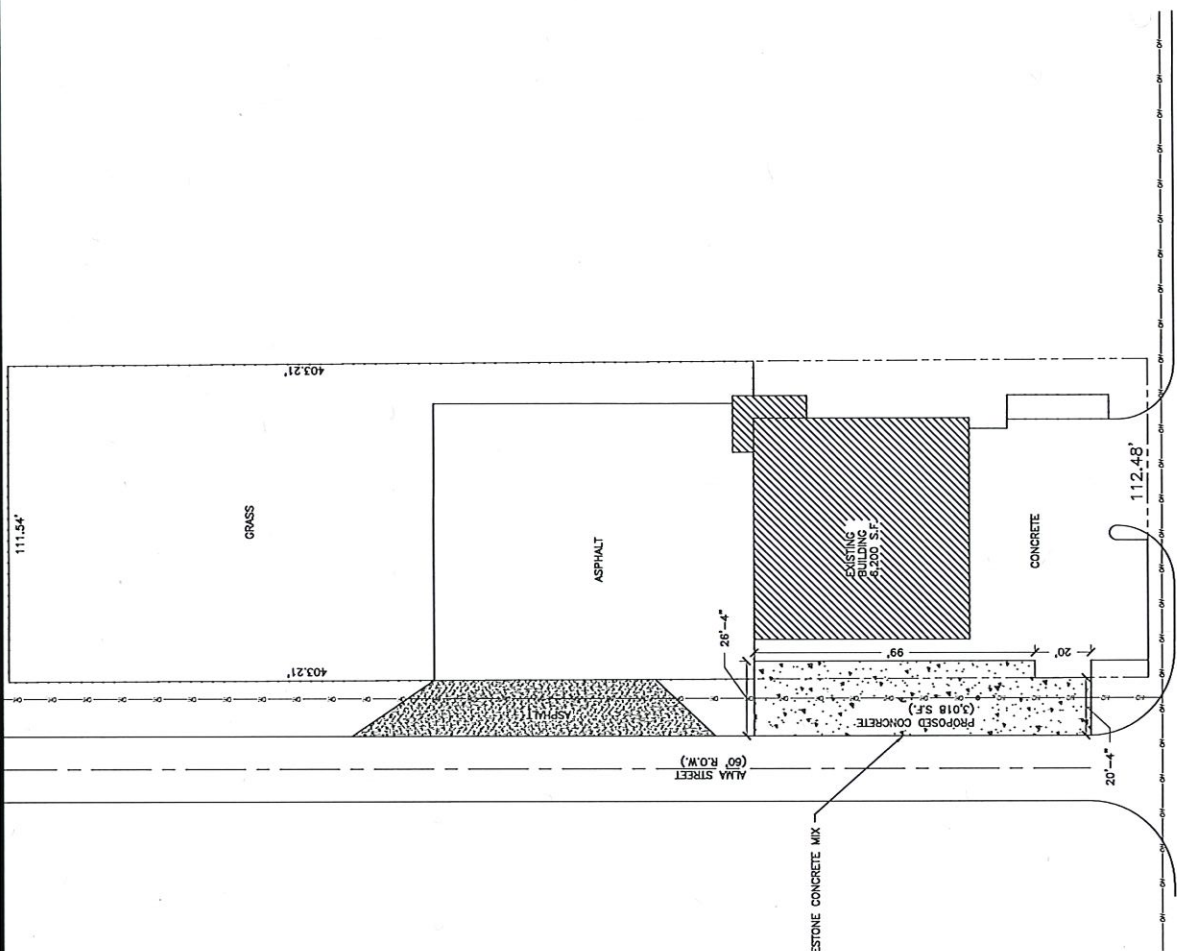
\_\_\_\_\_  
Issuing Authority Signature

  
\_\_\_\_\_  
Signature of Excavation Contractor  
Dylan Troyer  
\_\_\_\_\_  
Contractor Print Name

**TECHNICAL REVIEW CHECKLIST:**

- PROPOSED GEOMETRY**
- NO CHANGES TO EXISTING PROPOSED
  - NO NEW DOORS OR OVERHEAD DOORS PROPOSED
  - NO NEW DRIVEWAYS OR DRIVEWAYS TO BE PROPOSED
  - ANTICIPATED VEHICLE TRAFFIC
  - NUMBER OF EMPLOYEES (LARGEST SHIFT): 5 EMPLOYEES
  - NO SIDEWALKS OR PEDESTRIAN WALKWAYS ON SITE
  - NO PROPOSED RETENTION SPACES
  - NO PROPOSED FENCING IMPROVEMENTS
- PROPOSED LIGHTING/LANDSCAPING:**
- NO PROPOSED NEW IMPROVEMENTS OR ALTERATIONS TO EXISTING LANDSCAPING AND LIGHTING
- PROPOSED UTILITIES PLAN:**
- NO PROPOSED CHANGES TO EXISTING UTILITY CONNECTIONS

**LINDE GAS  
2024 CONCRETE**  
1820 MISHAWAKA STREET  
ELKHART, IN



- LEGEND**
- OVERHEAD ELECTRIC LINES
  - FENCING
  - PROPERTY LINES
  - ELEVATION CONTOUR LINES



**PROPOSED GEOMETRY**  
SCALE: 1" = 20'

MISHAWAKA STREET  
(60' R.O.W.)

C2

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	8/27/24
2	REVISED	
3	REVISED	
4	REVISED	
5	REVISED	
6	REVISED	
7	REVISED	
8	REVISED	
9	REVISED	
10	REVISED	
11	REVISED	
12	REVISED	
13	REVISED	
14	REVISED	
15	REVISED	
16	REVISED	
17	REVISED	
18	REVISED	
19	REVISED	
20	REVISED	

**PROPOSED GEOMETRY PLAN**  
LINDE GAS  
2024 CONCRETE



**mid-states construction, inc.**  
5555 E. RIVER  
ELKHART, IN 46515  
(574) 264-6647

ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED.  
THE ENGINEER'S OFFICE SHALL BE RESPONSIBLE FOR ANY REVISIONS TO THIS PLAN.  
NO PART OF THIS PLAN SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER'S OFFICE.





### Revocable Permit Application

Public Works & Utilities 1201 S. Nappanee St. Elkhart, IN 46516  
Phone (574) 293-2572 Fax (574) 293-7658

Revocable Permit No. \_\_\_\_\_

Encroachment Dates: \_\_\_\_\_ to \_\_\_\_\_

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

- |  |  |
|--|--|
| <input type="checkbox"/> Single Family | <input type="checkbox"/> Manufactured Housing Park |
| <input type="checkbox"/> Duplex        | <input type="checkbox"/> Business                  |
| <input type="checkbox"/> Multi-Unit    | <input checked="" type="checkbox"/> Manufacturing  |

Property Address: 1820 Mishawaka Street

Owner: Mittler Supply Inc Phone No.: 574-264-2104 Cell No.: \_\_\_\_\_

Address (If different than property Address): \_\_\_\_\_

Permit Holder: Mid-States Construction Phone No.: 574-264-9547 Cell No.: 574-536-3809

Address: 53697 CR 9 Elkhart IN

Placed by: Mid-States Construction

Description of Encroachment: 120' Wide concrete slab for owner and staff parking and access

**Provide a map or drawing showing the location of the encroachment**

#### Completed by Staff:

Right of Way Width: 60' Encroachment into R/W: 20' Size of Encroachment: 120'

Details of Encroachment and Comments:

5" thick concrete pad for parking of site owner and staff

**The above information is to the best of my knowledge accurate and correct with regard to the encroachment in the city's right of way.**

Inspected by: \_\_\_\_\_

Inspector's recommendation:  Approve  Decline

#### Board of Public Works Approval:

By: Michael C. Mead Date: 1/21/25

Title: President Board of Names

**REVOCABLE PERMIT**

**RECOGNITION OF ENCROACHMENT UPON CITY-CONTROLLED PROPERTY  
AND PROVISIONS ALLOWING TEMPORARY CONTINUANCE OF SAME**

Notice to: Mittler Supply Inc herein, the "Applicant"

Pursuant to City of Elkhart Zoning Codes 14.2A & B, 14.3B, 15.4, the following described condition upon real estate in the City of Elkhart constitutes an illegal encroachment, to-wit:

The encroachment will be permitted to remain and continue under the following terms and conditions:

- 1) Until such time as the BOARD OF PUBLIC WORKS of the City of Elkhart shall determine that such encroachment is in any way impairing or interfering with the highway or with the free and safe flow of traffic thereon;
- 2) Said encroachment shall not in any way prejudice or preclude the City's rights with respect to the future use of that portion of the right-of-way;
- 3) The encroachment as it now exists shall in no manner be added to or enlarged in its present scope or dimension.
- 4) In the event of change of ownership of the fixture or any other item of personal property which constitutes the aforesaid encroachment, this permit shall become null and void.
- 5) The City of Elkhart shall not be liable to Applicant for any damages caused to Applicant that arise out of or is incidental to any activity and/or incidences authorized by this permit.
- 6) In consideration of the granting of this Permit by the BOARD OF PUBLIC WORKS, Applicant shall indemnify, hold harmless and defend the City of Elkhart ("City") from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including attorney's fees, which the City may suffer or incur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including the loss thereof, arising out of or in any manner connected with any activity and/or incidences authorized by this permit and/or any activities and/or incidences incidental thereto, or which the City may sustain or incur in connection with any litigation, investigation or other expenditures incidental thereto, including any suit instituted by the City to enforce the obligation of this agreement of indemnity.

It is the intent of the parties hereto that the Applicant shall indemnify the City under this indemnification clause to the fullest extent permitted by law, except that Applicant shall not indemnify City for any damage or expense caused by the sole negligence of City.

This approval shall be binding upon everyone past or present, claiming any interest in and to the aforementioned real estate.

APPROVED BY THE BOARD OF PUBLIC WORKS THIS 21<sup>st</sup> DAY OF January, 20 25

\_\_\_\_\_  
Michael Machlan, President

\_\_\_\_\_  
Chad Crabtree, Vice-President

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

\_\_\_\_\_  
C. James Arce, Member  
*Rose Rivera*

\_\_\_\_\_  
*Janice Arce*  
*Andy Jones*  
\_\_\_\_\_  
Member *Andy Jones*

COUNTY OF ELKHART }  
STATE OF INDIANA }

*Andy Jones*

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared: Michael Machlan, Chad Crabtree, Ronnie Davis, C. James Arce, and *Rose Rivera* personally known to me to be members of the BOARD OF PUBLIC WORKS, and acknowledged execution of the above this 21<sup>st</sup> day of January, 20 25

\_\_\_\_\_  
Nancy A. Wilson Notary Public My Commission Expires: \_\_\_\_\_ Residing in \_\_\_\_\_ County, Indiana

**ACCEPTANCE OF TERMS AND CONDITIONS** I accept and agree to be bound by all of the terms and conditions of this permit:

\_\_\_\_\_  
*[Signature]*  
Applicant's Signature

\_\_\_\_\_  
10/22/24  
Date

Revised 03.13.20

AL GROUPS MAY BE REQUIRED TO PROVIDE A LETTER FROM THE LOCAL HEALTH DEPARTMENT TO THE LOCAL HEALTH DEPARTMENT TO OBTAIN A PERMIT FOR CONSTRUCTION.

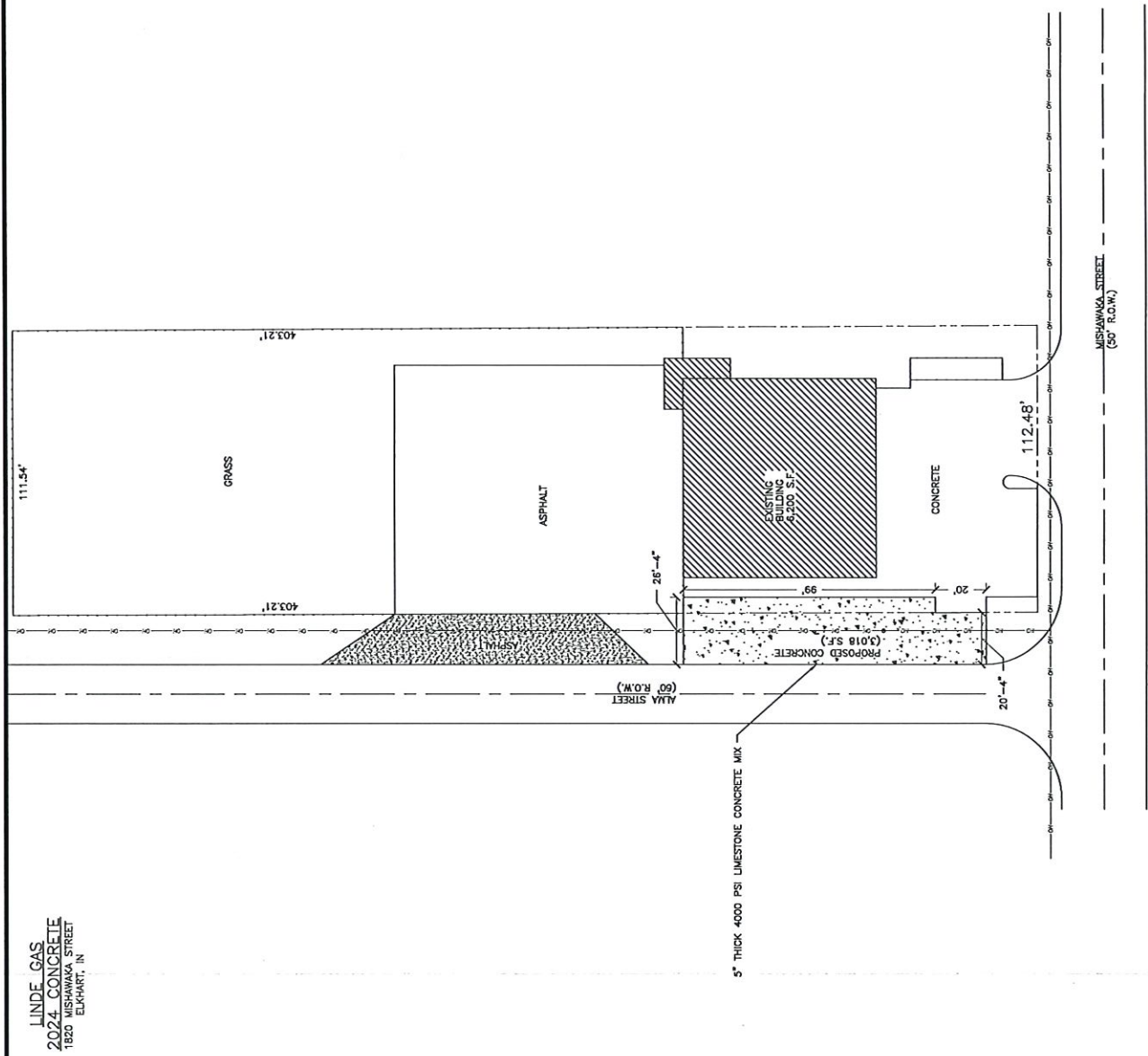
SOIL AND SURFACE

PROPOSED GEOMETRY PLAN

mid-states construction, inc.  
 5557 G F ROAD  
 ELKHART INDIANA 46515  
 (764) 264-6547

DATE	10/27/24
SCALE	1" = 20'
PROJECT NO.	C2
CLIENT	LINDE GAS
PROJECT	2024 CONCRETE
DESCRIPTION	PROPOSED GEOMETRY PLAN

NO.	REV.	DATE	BY	APP.



LINDE GAS  
 2024 CONCRETE  
 1820 MISHAWAKA STREET  
 ELKHART, IN

- TECHNICAL REVIEW CHECKLIST:**
- PROPOSED GEOMETRY
  - NO CHANGES TO EXISTING BUILDING PROPOSED
  - NO CHANGES TO EXISTING UTILITIES OR PROPOSED
  - NO CURBS PROPOSED IN NEW CONCRETE
  - ANTICIPATED VEHICLE TRAFFIC: 20 VEHICLES PER DAY
  - NUMBER OF EMPLOYEES (LARGEST SHIFT): 5 EMPLOYEES
  - NO PROPOSED CHANGES TO EXISTING UTILITIES
  - NO PROPOSED CHANGES TO EXISTING FENCING
  - NO PROPOSED FENCING IMPROVEMENTS
  - PROPOSED LIGHTING/LANDSCAPING
  - NO PROPOSED NEW IMPROVEMENTS OR ALTERATIONS TO EXISTING LANDSCAPING AND LIGHTING
  - PROPOSED UTILITIES PLAN
  - NO PROPOSED CHANGES TO EXISTING UTILITY CONNECTIONS

- LEGEND**
- OVERHEAD ELECTRIC LINES
  - FENCING
  - PROPERTY LINES
  - ELEVATION CONTOUR LINES



PROPOSED GEOMETRY  
 SCALE: 1" = 20'




## MEMORANDUM

---

**DATE:** February 4, 2025

**TO:** Board of Public Works

**FROM:** Joe Foy, Stormwater Manager 

**RE:** **Amended Contract with Xylem Vue Inc for additional CSO monitoring services**

---

Engineering requests approval to amend the current Standard Form of Agreement for Professional Services with Xylem Vue Inc for CSO monitoring and maintenance services. The current online data platform will soon be retired and the additional services to be provided under this amended contract will migrate existing data as well as collect future data in a new platform. This upgrade will provide additional functionality in how staff sees and utilizes this data in daily decisions. Other CSO monitoring tasks (Public Notification and MRO Reports) will also be incorporated into this contract.

This will increase the contract costs by \$123,400.

This increased contract cost will be paid from budget line 6501-5-931-7360000.

The Legal Department has reviewed and approved this document.

**Engineering requests approval of the Amended Standard Form of Agreement for Professional Services with Xylem Vue Inc for additional CSO monitoring services.**



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## MEMORANDUM

---

**DATE:** February 4, 2025

**TO:** Board of Public Works

**FROM:** Joe Foy, Stormwater Manager 

**RE:** **Professional Services Agreement with Christopher B. Burke Engineering, LLC for MS4 Program Assistance in 2025**

---

Attached is the Standard Form of Agreement for Professional Services (PSA) between the City and CBBE to prepare several documents and to perform required facility inspections.

The tasks that CBBE will complete for this Project include the following:

- Conduct quarterly pollution prevention and good housekeeping (PP/GH) inspections for our Municipal facilities.
- Revise the Illicit Discharge Detection and Elimination (IDDE) plan to comply with the updated stormwater requirements.
- Create/revise required Standard Operating Procedures (SOPs) for the IDDE plan as well as for the Construction Plan review process.

This agreement has been reviewed and approved by Legal.

Funding for this project will be provided using budget line 6501-5-931-7360000 (Stormwater Contractual).

Engineering requests the Board of Public Works:

**Approve the Professional Services Agreement with Christopher B. Burke Engineering, LLC for MS4 Program Assistance in 2025 for a total not-to-exceed amount of \$40,000.**



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

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**DATE:** January 16, 2025  
**TO:** Board of Public Works  
**FROM:** Jason Simnick, Project Manager JS  
**RE: **Oakland Avenue: Project D – CSO 6 & 7 Connection****  
**Approval of Partial Payment Request SRF#46 to DLZ**

---

Please see the attached invoice #603401 from DLZ for professional services provided for the Oakland Avenue Project D Design for work performed between November 2, 2024 and November 29, 2024. This payment of \$73,300.00 has been rounded as required by the SRF and represents the 50<sup>th</sup> cost incurred from the SRF loan.

To date, including this payment, we have paid \$818,816.00 or 55.36% of the original contract price of \$1,479,000.00.

It is requested that the BOW:

**ratify partial payment request SRF #50 of SRF loan WW22162005 in the amount of \$73,300.00 to DLZ from the allocated SRF loan for professional services on the Oakland Avenue: Project D – CSO 6 & 7 Connection Design.**

APPROVED FOR PAYMENT



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

Attention: PE Tory Irwin  
 City of Elkhart, IN\*  
 1201 South Nappanee Street  
 Elkhart, IN 46516  
 United States



Invoice : 000603991  
 Invoice Date : 12/27/2024  
 Project : 2461503350  
 Project Name : Elkhart: LTCP Project D  
 Bill Term : \*\*

For Professional Services Rendered For 11/2/2024 Through 11/29/2024

	Fee	% Complete	To Date	Previous	Current
<b>Billings</b>					
A100 - Project Management	30,000.00	85.00	25,500.00	19,800.00	5,700.00
0002 - Utility Coordination	30,000.00	41.00	12,300.00	7,500.00	4,800.00
0003 - Environmental Investigation	30,000.00	0.00	0.00	0.00	0.00
<b>Billings</b>					
	Fee	Available	To Date	Previous	Current
0004 - Pick-Up Field Survey (Allowance)	10,000.00	4,583.75	5,416.25	5,416.25	0.00
<b>Billings</b>					
	Fee	% Complete	To Date	Previous	Current
0005 - Preliminary Engineering Reports	40,000.00	41.00	16,400.00	12,000.00	4,400.00
0006 - Design	1,168,000.00	65.00	759,200.00	700,800.00	58,400.00
0007 - Geotechnical Investigation	35,000.00	0.00	0.00	0.00	0.00
<b>Billings</b>					
	Fee	Available	To Date	Previous	Current
0008 - Subsurface Utility Engineering (Allowance)	65,000.00	65,000.00	0.00	0.00	0.00
<b>Billings</b>					
	Fee	% Complete	To Date	Previous	Current
0009 - Permitting	16,000.00	0.00	0.00	0.00	0.00
<b>Billings</b>					
	Fee	Available	To Date	Previous	Current
0010 - Community Outreach (Hrly)	30,000.00	30,000.00	0.00	0.00	0.00
<b>Billings</b>					
	Fee	% Complete	To Date	Previous	Current
0011 - Bid Phase Services	25,000.00	0.00	0.00	0.00	0.00
<b>Billings</b>					
	Fee	Available	To Date	Previous	Current
0012 - Construction Admin Services	20,000.00	20,000.00	0.00	0.00	0.00
0013 - Part Time Construction Observation Services	200,000.00	200,000.00	0.00	0.00	0.00

Current Billings	<u>73,300.00</u>
Amount Due This Bill	<u><u>73,300.00</u></u>

Total Fee :	1,699,000.00
To Date Billings :	<u>818,816.25</u>
Total Remaining :	880,183.75





INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

December 11, 2024

Jason Simnick  
Project Manager  
Department of Public Works & Utilities  
1201 S. Nappanee Street  
Elkhart, IN 46516

Re: Progress Report #7  
Oakland Avenue – Project D: 3<sup>rd</sup> and Jackson  
DLZ Account # 2261-5033-50

Dear Mr. Irwin:

This letter serves as our progress report through November 29, 2024.

- **Progress performed by DLZ on the design:**
  - Completion of the 60% Design Plans.
  - Continued with Utility Coordination.
  - Continued looking at the requirements of the PER.
  - Completion of the lift station memo.
- **Upcoming tasks for next month performed by DLZ:**
  - Begin working towards 90% Plans.
  - Continue with Utility Coordination.
- **Questions or clarifications requested from the City of Elkhart:**
  - N/A
- **Potential project risks:**
  - N/A

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

Sincerely,

DLZ INDIANA, LLC

  
Anthony Glenn, PE  
Project Manager

X:\Projects\2024\2461\503350 Elkhart LTCP Project D\00\_ProjectAdmin\Progress\_Reports\2024-12 PR#7 Oakland LTCP Project D.docx

2211 East Jefferson Blvd. South Bend, IN 46615 | OFFICE 574.236.4400 | ONLINE WWW.DLZ.COM

Akron Arlington Heights Burns Harbor Chicago Cleveland Columbus Detroit Evansville Fort Wayne Frankfort Hammond Indianapolis  
Joliet Kalamazoo Lansing Louisville South Bend St. Joseph Toledo



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

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**DATE:** January 16, 2025  
**TO:** Board of Public Works  
**FROM:** Jason Simnick, Project Manager JS  
**RE:** **Oakland Avenue: Project C – Harrison Street**  
**Ratify Partial Payment Request SRF#51 to American Structurepoint**

---

Please see the attached invoice #185068 from American Structurepoint for professional services provided for the Oakland Avenue Project C Design for work performed between December 1, 2024 and December 31, 2024. This payment of \$30,155.00 has been rounded as required by the SRF and represents the 51<sup>st</sup> cost incurred from the SRF loan.

To date, including this payment, we have paid \$323,136.00 or 40.22% of the original contract price of \$803,400.00.

It is requested that the BOW:

**ratify partial payment request SRF #51 of SRF loan WW22162005 in the amount of \$30,155.00 to American Structurepoint from the allocated SRF loan for professional services on the Oakland Avenue: Project C – Harrison Street Design.**



**STRUCTUREPOINT**  
INC.

**APPROVED FOR PAYMENT**

Remit to:  
9025 River Road Suite 200  
Indianapolis, IN 46240-6443  
TEL 317.547.5580 FAX 317.543.0270  
www.structurepoint.com  
Federal Tax ID: 35-1127317

January 13, 2025  
Invoice No: 185068

Tory Irwin, PE  
City of Elkhart  
1201 S. Nappanee Street  
Elkhart, IN 46516

DATE:

DESCRIPTION:

ACCOUNT LINE:

PO NO:

APPROVED BY:

**Total Due This Invoice (see breakdown below): \$30,155.00**

Project 0002023.00468.0001 City of Elkhart, Oakland Avenue LTCP Harrison Street Separation (Project C)  
Services from December 1, 2024 through December 31, 2024

Phase 10000 Preliminary Engineering Report  
Professional Services

	Hours	Rate	Amount
Project Manager	3.50	270.00	945.00
Staff Engineer	22.50	145.00	3,262.50
Totals	26.00		4,207.50
<b>Professional Services Total</b>			<b>4,207.50</b>

Billing Limits	Current	Previous	Total
Total Billings	4,207.50	9,913.89	14,121.39
Maximum			64,600.00
Under Maximum			50,478.61
<b>TOTAL THIS PHASE:</b>			<b>\$4,207.50</b>

Phase 20000 Preliminary Design  
Professional Services

	Hours	Rate	Amount
Senior Engineer	8.00	290.00	2,320.00
Project Manager	14.00	270.00	3,780.00
Senior Technician	98.50	175.00	17,237.50
Totals	120.50		23,337.50
<b>Professional Services Total</b>			<b>23,337.50</b>

Billing Limits	Current	Previous	Total
Labor	23,337.50	273,118.75	296,456.25
Maximum			456,058.88
Under Maximum			159,602.63
Consultants	0.00	0.00	0.00
Maximum			34,799.00
Under Maximum			34,799.00

Full payment of this invoice is due within 30 days from invoice date.  
Interest at the rate of 1.5% per month (\$25.00/month minimum) plus any/all collection costs/attorney costs may be charged if payment is not received within 60 days from the invoice date.

Project	0002023.00468.0001	City of Elkhart, Oakland Avenue LTCP Har	Invoice	185068
Expenses		0.00	9,949.16	9,949.16
Maximum				10,016.52
Under Maximum				67.36
<b>TOTAL THIS PHASE:</b>				<b>\$23,337.50</b>

Phase	30000	Final Design			
<b>Professional Services</b>					
			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Staff Engineer			18.00	145.00	2,610.00
	Totals		18.00		2,610.00
<b>Professional Services Total</b>					<b>2,610.00</b>
<b>Billing Limits</b>					
		<b>Current</b>	<b>Previous</b>	<b>Total</b>	
Total Billings		2,610.00	0.00	2,610.00	
Maximum				208,900.00	
Under Maximum				206,290.00	
<b>TOTAL THIS PHASE:</b>					<b>\$2,610.00</b>
<b>TOTAL DUE THIS INVOICE</b>					<b>\$30,155.00</b>

Very truly yours,  
 Bryan Hood

Full payment of this invoice is due within 30 days from invoice date.  
 Interest at the rate of 1.5% per month (\$25.00/month minimum) plus any/all collection  
 costs/attorney costs may be charged if payment is not received within 60 days from the invoice date.

# Billing Backup

Monday, January 13, 2025

American Structurepoint, Inc.

Invoice 185068 Dated 1/13/2025

11:35:32 AM

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Project	0002023.00468.0001	City of Elkhart, Oakland Avenue LTCP Harrison Street Separation (Project C)
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Phase	10000	Preliminary Engineering Report
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**Professional Services**

	Hours	Rate	Amount
Project Manager			
Project Manager			
Hood, Bryan	12/18/2024	2.50	270.00
PER QC review			675.00
Hood, Bryan	12/20/2024	1.00	270.00
Final QC follow up review			270.00
Staff Engineer			
Staff Engineer			
Isakson, Michael	12/4/2024	4.25	145.00
PER NPW			616.25
Isakson, Michael	12/10/2024	1.75	145.00
PER draft prepared			253.75
Isakson, Michael	12/17/2024	4.50	145.00
DAC for PER			652.50
Isakson, Michael	12/18/2024	6.50	145.00
DAC and Appendix for PER, Meeting with Bryan			942.50
Isakson, Michael	12/20/2024	5.50	145.00
Finalize PER Draft			797.50
Totals	26.00		4,207.50
<b>Professional Services Total</b>			<b>4,207.50</b>
<b>TOTAL THIS PHASE:</b>			<b>\$4,207.50</b>

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Phase	20000	Preliminary Design
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**Professional Services**

	Hours	Rate	Amount
Senior Engineer			
Senior Engineer			
Sparks, Rachel	12/2/2024	.50	290.00
model check in			145.00
Sparks, Rachel	12/9/2024	1.50	290.00
InfoDrainage and PCSWMM model discussion and review			435.00
Sparks, Rachel	12/10/2024	1.00	290.00
PCSWMM model assistance			290.00
Sparks, Rachel	12/13/2024	1.00	290.00
review calcs			290.00
Sparks, Rachel	12/16/2024	3.50	290.00
review hydraulics calcs & model			1,015.00
Sparks, Rachel	12/30/2024	.50	290.00
model review			145.00
Project Manager			
Project Manager			
Hood, Bryan	12/3/2024	1.00	270.00
Review additional surveyed areas			270.00

Full payment of this invoice is due within 30 days from invoice date.  
 Interest at the rate of 1.5% per month (\$25.00/month minimum) plus any/all collection costs/attorney costs may be charged if payment is not received within 60 days from the invoice date.

Project	0002023.00468.0001	City of Elkhart, Oakland Avenue LTCP Har	Invoice	185068	
Hood, Bryan		12/4/2024	1.50	270.00	405.00
	Layout new areas surveyed				
Hood, Bryan		12/5/2024	1.00	270.00	270.00
	Review profile grades with design team				
Hood, Bryan		12/6/2024	1.50	270.00	405.00
	Review items needed for 90% design completion, permit reviews.				
Hood, Bryan		12/10/2024	2.00	270.00	540.00
	Review Project D and design tie in to Project C, Design review				
Hood, Bryan		12/11/2024	2.50	270.00	675.00
	Quantity/ cost checks with bid tab from project B. Utility coordination				
Hood, Bryan		12/12/2024	1.50	270.00	405.00
	Review Rule 5 permit requirements, Coordinate permit work				
Hood, Bryan		12/16/2024	1.50	270.00	405.00
	Coordinate Rule 5 permitting requirements and team coordination for next steps				
Hood, Bryan		12/19/2024	1.50	270.00	405.00
	Review Water main design and services and related specs				
Senior Technician					
Senior Technician					
Trawinski, Pawel		12/2/2024	5.75	175.00	1,006.25
	grading				
Trawinski, Pawel		12/3/2024	8.00	175.00	1,400.00
	grading				
Trawinski, Pawel		12/4/2024	4.00	175.00	700.00
	grading				
Trawinski, Pawel		12/5/2024	7.50	175.00	1,312.50
	grading / modeling				
Trawinski, Pawel		12/6/2024	8.00	175.00	1,400.00
	grading / modeling				
Trawinski, Pawel		12/9/2024	8.00	175.00	1,400.00
	grading / modeling				
Trawinski, Pawel		12/10/2024	8.00	175.00	1,400.00
	cross section development				
Trawinski, Pawel		12/11/2024	8.50	175.00	1,487.50
	cross section development				
Trawinski, Pawel		12/12/2024	3.00	175.00	525.00
	cross section development				
Trawinski, Pawel		12/13/2024	7.50	175.00	1,312.50
	plan development and design				
Trawinski, Pawel		12/16/2024	4.75	175.00	831.25
	plan development				
Trawinski, Pawel		12/17/2024	6.50	175.00	1,137.50
	plan development				
Trawinski, Pawel		12/18/2024	8.00	175.00	1,400.00
	plan development				
Trawinski, Pawel		12/19/2024	7.00	175.00	1,225.00
	plan development				
Trawinski, Pawel		12/20/2024	4.00	175.00	700.00
	plan development				
	Totals		120.50		23,337.50
	<b>Professional Services Total</b>				
					<b>23,337.50</b>
				<b>TOTAL THIS PHASE:</b>	<b>\$23,337.50</b>

-----  
Phase                    30000                    Final Design

Full payment of this invoice is due within 30 days from invoice date.  
Interest at the rate of 1.5% per month (\$25.00/month minimum) plus any/all collection  
costs/attorney costs may be charged if payment is not received within 60 days from the invoice date.

**Professional Services**

		Hours	Rate	Amount
Staff Engineer				
Staff Engineer				
Isakson, Michael	12/6/2024	1.00	145.00	145.00
hydraulics				
Isakson, Michael	12/10/2024	4.00	145.00	580.00
PCSWMM				
Isakson, Michael	12/11/2024	4.00	145.00	580.00
Markups and construction details, utility conflict coordination				
Isakson, Michael	12/13/2024	1.00	145.00	145.00
Property addresses and manhole flotation calculation updates				
Isakson, Michael	12/23/2024	8.00	145.00	1,160.00
Final Design permits, markups, calcs				
Totals		18.00		2,610.00
<b>Professional Services Total</b>				<b>2,610.00</b>
			<b>TOTAL THIS PHASE:</b>	<b>\$2,610.00</b>
			<b>TOTAL THIS SUB-PROJECT:</b>	<b>\$30,155.00</b>
			<b>Total this Report</b>	<b>\$30,155.00</b>

Full payment of this invoice is due within 30 days from invoice date.  
 Interest at the rate of 1.5% per month (\$25.00/month minimum) plus any/all collection costs/attorney costs may be charged if payment is not received within 60 days from the invoice date.



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

---

**DATE:** January 24, 2025

**TO:** Board of Public Works

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

**RE:** **Elkhart WWTP Capacity Upgrades – Phase 2 – QA7634: Ratify Partial Payment Request SRF #77 to Bowen Engineering Corporation**

---

Please see the attached partial pay application SRF #77 from SRF Loan WW18262004 to Bowen Engineering Corporation for construction services provided for the Elkhart WWTP Capacity Upgrades project for work performed during the period April 1, 2024 thru April 30, 2024. This partial pay application includes a payment for construction activities on the project. It will be paid through the SRF loan for this project. The partial payment this application breaks down as follows:

Payment Due	\$449,113.00
Retainage Held*	\$0.00
Total Amount	\$449,113.00

\*Note that, to date, the project's retainage amount is \$1,593,835.26. This amount is 5.9% of the Current Contract Price and, as such, this payment application does not include any additional retainage, in accordance with Article 6.02 of the project Agreement.

To date, including this payment and all retainage, we have paid \$26,955,421.00, or 98.57% of the \$27,346,047.96 current contract price.

It is requested that the BOW:

**ratify partial payment request SRF #77 from SRF loan WW18262004 in the amount of \$449,113.00 to Bowen Engineering Corporation from the allocated SRF loan for construction on the Elkhart WWTP Capacity Upgrades – Phase 2 project.**





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

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**DATE:** January 24, 2025

**TO:** Board of Public Works

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

**RE:** **Elkhart WWTP Capacity Upgrades – Phase 2 – QA7634: Ratify Partial Payment Request SRF #78 to Bowen Engineering Corporation**

---

Please see the attached partial pay application SRF #78 from SRF Loan WW18262004 to Bowen Engineering Corporation for construction services provided for the Elkhart WWTP Capacity Upgrades project for work performed during the period May 1, 2024 thru May 31, 2024. This partial pay application includes a payment for construction activities on the project. It will be paid through the SRF loan for this project. The partial payment this application breaks down as follows:

Payment Due	\$126,427.00
Retainage Held*	\$0.00
Total Amount	\$126,427.00

\*Note that, to date, the project's retainage amount is \$1,593,835.26. This amount is 5.9% of the Current Contract Price and, as such, this payment application does not include any additional retainage, in accordance with Article 6.02 of the project Agreement.

To date, including this payment and all retainage, we have paid \$ \$27,081,848.00, or 99.03% of the \$27,346,047.96 current contract price.

It is requested that the BOW:

**ratify partial payment request SRF #78 from SRF loan WW18262004 in the amount of \$126,427.00 to Bowen Engineering Corporation from the allocated SRF loan for construction on the Elkhart WWTP Capacity Upgrades – Phase 2 project.**



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

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**DATE:** January 24, 2025  
**TO:** Board of Public Works  
**FROM:** Jason Simnick, Project Manager JS  
**RE:** **Elkhart WWTP Capacity Upgrades – Phase 2 – QA7634: Ratify Partial Payment Request SRF #79 to Bowen Engineering Corporation**

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Please see the attached partial pay application SRF #79 from SRF Loan WW18262004 to Bowen Engineering Corporation for construction services provided for the Elkhart WWTP Capacity Upgrades project for work performed thru October 11, 2024. This partial pay application includes a payment for construction activities on the project. It will be paid through the SRF loan for this project. The partial payment this application breaks down as follows:

Payment Due	\$267,770.00
Retainage Held*	\$0.00
Total Amount	\$267,770.00

\*Note that, to date, the project's retainage amount is \$1,593,835.26. This amount is 5.9% of the Current Contract Price and, as such, this payment application does not include any additional retainage, in accordance with Article 6.02 of the project Agreement.

To date, including this payment and all retainage, we have paid \$27,349,618.00, or 100.0% of the \$27,346,047.96 current contract price.

It is requested that the BOW:

**ratify partial payment request SRF #79 from SRF loan WW18262004 in the amount of \$267,770.00 to Bowen Engineering Corporation from the allocated SRF loan for construction on the Elkhart WWTP Capacity Upgrades – Phase 2 project.**

Rod Roberson  
Mayor

Laura Kolo  
Environmental Resources

Tory Irwin, P.E.  
Engineering Services



Public Works &  
Utilities Department

Administration, Engineering  
& Laboratory  
574.293.2572

Utility Billing  
574.264.4273

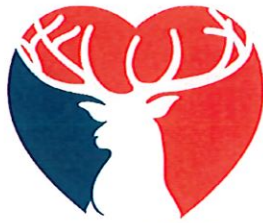
1201 S. Nappanee St.  
Elkhart, Indiana 46516

**TO: BOARD OF PUBLIC WORKS**  
**FROM: MAGGIE MARNOCHA**  
**RE: DECLARATION OF SURPLUS**  
**DATE: FEBRUARY 6, 2025**

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As the Board is aware, the Water Utility has been changing out the old residential water meters. The old meters have been stored outside in a pile on the PWU property. The old meters are outdated and unusable. The Water Utility has been offered a salvage price of \$32,000 for the meters. That would include picking up the meters as well as their disposal.

**Please declare the old unusable water meters as surplus materials and approve the sale for salvage purposes to Hoosier Recycling in the amount of \$32,000.00.**



**City of Elkhart**  
*Public Works and Utilities*

Date Jan 27, 2025  
Memo To Board of Public Works  
Memo From Laura Kolo, Utility Services Manager *UK*  
Subject Wastewater Utility Monthly Report of Operations  
for the month of December, 2024

***Wastewater MRO Highlights***

Parameter	Monthly Avg	Permit Limit
Suspended Solids mg/L	7	30
cBOD5 mg/L	3	25
Phosphorus mg/L	0.67	1.0
Ammonia mg/L	0.13	4.4 (Dec-Apr) 4.2 (May-Nov)
Avg Daily Flow MGD	10.39	Design - 20
Total Monthly Flow MGD	322	Report

***Incident Reports Filed***

Date	Location	Volume (gal)	Cause
12/17/25	1606 Victoria Dr	1436 gal	grease
12/25/25	726 Middlebury	726 gal	grease

***Wet Weather Overflows***

Number of Events	Total Overflow Volume (MG)
2	0.663



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

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Date January 27, 2025  
To Mike Machlan, Board of Works President  
From Steve Brown, Pretreatment Manager sß  
RE Welch Packaging – Permit # 2017-01

The Pretreatment group requests the Board of Public Works approval of the Industrial Wastewater Discharge Permit renewal for Welch Packaging Permit # 2017-01, located at 1130 Herman St., Elkhart, Indiana.

This is a corrugating facility that uses roll paper, domestic starch, caustic and water producing corrugated sheets.

Welch Packaging has been a very cooperative and compliant facility; the Pretreatment group recommends this Permit renewal.

**Please issue Welch Packaging Permit # 2017-01 its five-year Industrial Wastewater Discharge Permit Renewal.**



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

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Date January 27, 2025  
To Mike Machlan, Board of Works President  
From Steve Brown, Pretreatment Manager  $\beta$   
RE Welch Packaging – Permit # 96-04

The Pretreatment Group seeks the Board of Public Works' approval for the renewal of Industrial Wastewater Discharge Permit #96-04 for Welch Packaging, located at 1020 Herman Street, Elkhart, Indiana.

This facility specializes in water-based ink printing on paperboard, as well as die-cutting, folding, and packaging operations.

Welch Packaging has been a cooperative and compliant facility, the Pretreatment group recommends this permit renewal.

**Please issue Welch Packaging Permit # 96-04 its five-year Industrial Wastewater Discharge Permit Renewal.**

**Rod Roberson**  
Mayor

**Michael Huber**  
Director of Development Services



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

**DATE:** January 30, 2025  
**TO:** City of Elkhart Board of Public Works  
**FROM:** Michael Huber, Development Services Director  
**RE:** Master Services Agreement with enFocus

The Development Services Department is asking for the board's approval and execution of the attached agreement with enFocus. The agreement is presented as a master services agreement that encompasses three individual initiatives being undertaken to support the Community Development team, the Planning and zoning team and the overall department, specifically:

- Project Management Software Implementation – this is a continuation of a project initiated in in 2024. The enFocus team will be assisting Development Services with creating SOPs for programs and creation of custom templates in the Asana cloud based project management software. The project includes a six-month engagement
- UDO Public Engagement and Planning Assistance – this is also a continuation of a project from 2024. The enFocus team will provide assistance to the Planning and Zoning team in the design and implementation of public engagement strategies as part of the completion or transitioning the City's Zoning Ordinance into a Unified Development Ordinance. This project includes a six month engagement.
- Program Management Support for Lead Abatement Capacity Planning – this is a new project for 2025. The City of Elkhart was awarded a grant from HUD to build capacity within the community around identifying and remediating lead based paint. The enFocus team will provide services to the Assistant Director of Community Development with program research and development activities. This is a 12 month engagement.

The Contract total is \$122,500, which will paid through the Development Services and Planning & Zoning professional services budgets. We appreciate your consideration of this request.

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

THIS IS AN AGREEMENT effective as of January 2, 2025 to December 31, 2025 (“Effective Date”) between the City of Elkhart, Indiana, acting by and through its Board of Public Works (“City”) and EnFocus, Inc. (“Consultant”).

For the following Project: EnFocus efforts to support the City of Elkhart: Fellowship Projects and Internship Support at the Development Services Department (“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 pay Consultant as set forth in Exhibit A.
- B. 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 December 31, 2025.

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.

#### *7.01 Conflict of Interest*

A. The Consultant acknowledges and agrees that it does not have a current conflict of interest 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 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.

C. If the Consultant fails to disclose a conflict of interest before the effective date of this Agreement, the City may terminate this Agreement.

D. 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.

#### 7.02 *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 seven (7) page(s).
- B. Exhibit B, “Insurance,” consisting of one (1) page.
- C. Exhibit C, “Affidavit of E-Verify Enrollment and Participation” consisting of one page.
- D. Exhibit D, “Certification Statement Regarding Investments in Iran,” consisting of one (1) page.
- E. Exhibit E, “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: EnFocus, Inc.	
By:		By:	Gillian Shaw
Title:		Title:	VP of Projects
Date Signed:		Date Signed:	
Attest:		Consultant License or Certification No.:	
Clerk		State of:	
<b>Address for giving notices:</b>		<b>Address for giving notices:</b>	
Elkhart City Board of Public Works		EnFocus	
229 S. Second Street		635 S Lafayette Blvd., Suite 105	
Elkhart, Indiana 46516		South Bend, IN 46601	

	<b>Designated Representative:</b>		<b>Designated Representative:</b>
			Gillian Shaw
Title:		Title:	VP of Projects
Phone Number:		Phone Number:	732-927-3889
Facsimile Number:		Facsimile Number:	
E-Mail Address:		E-Mail Address:	<a href="mailto:g.shaw@en-focus.org">g.shaw@en-focus.org</a>

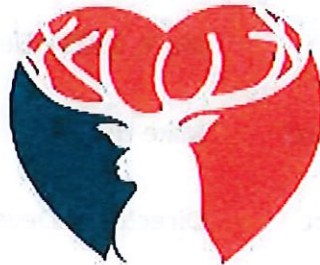
This is **EXHIBIT A**, consisting of 7 pages, referred to in and part of the  
**Agreement between City and Consultant for Professional Services**

**Consultant's Services**

**RECEIVED**  
JAN 14 2025  
BY: \_\_\_\_\_



In collaboration with:



City of Elkhart

Compiled by:

Shivangi Tiwari, Financial Analyst

Gillian Shaw, Vice President of Projects

enFocus, Inc.

November 2024

## Proposal Summary Sheet

<b>Name of Organization</b>	City of Elkhart
<b>Summary of Proposal</b>	This proposal outlines enFocus efforts to support the City of Elkhart: Fellowship Projects and Internship Support at the Development Services Department.
<b>Total Requested Amount</b>	Up to \$122,500
<b>Proposed Contract Duration</b>	Jan 1, 2025 – Dec 31, 2025
<b>Name of Organizational Contact</b>	Mike Huber
<b>Title of Organizational Contact</b>	Director of Development Services
<b>Address of Organizational Contact</b>	201 S. Second Street Elkhart, IN. 46516
<b>Email of Organizational Contact</b>	mike.huber@coei.org
<b>Telephone Number of Organizational Contact</b>	(574) 993 -1158
<b>Name and Title of enFocus Project Contact</b>	Gillian Shaw, Vice President of Projects
<b>Email Address of enFocus Project Contact</b>	g.shaw@en-focus.org
<b>Telephone Number of enFocus Project Contact</b>	(732) 927-3889

## Exhibit A: Project and Engagement Overview

### Fellow & Intern Structure with the Development Services Department

#### Background

enFocus values the partnership with the City of Elkhart (CoE) and aims to advance our joint commitment to advancing the city's development goals. It is with this foundation of collaboration, enFocus proposed the outlined projects below to address the pressing staffing shortage in the Planning and Economic Development department and to drive the city's growth and prosperity.

#### Overview

This document details the proposed shape of a 2025 project-based engagement. This model will focus on key strategic projects within the Development Services Department by using enFocus as value-added, innovative project capacity.

#### Engagement Description

The project model places enFocus Fellows and Interns with the CoE's Development Services Department, in particular Planning, Economic Development and Community Development, to perform impactful projects, facilitate communication, and optimize operational productivity through a data-driven approach. Real-time communication lies at the core of this model and is essential to ensuring efficient solutions are recommended and implemented in line with overarching priorities.

#### Fellow Engagement Process

The engagement process structure for the project model shall offer a minimum, but effective, set of guidelines that set expectations for all parties.

- Agreement on project focus areas
- Establishment of project plans to be developed in collaboration with the Project Champion
- Fellows will contribute approximately 2 days per work week toward their respective projects

#### Project Team

enFocus will provide three project leads as enFocus Innovation Fellows to perform Development Services Department projects. Fellows will be supported by one or several Project Managers who provide project guidance and activity scoping and definition. Project Managers are part of enFocus staff, to provide oversight and ensure high-level quality of deliverables. Fellows will follow the leadership and guidance of each Project Champion to align resources and enable project implementation. They will operate as independent enFocus employees operating under the enFocus employee handbook, wages, benefits,

working conditions and any/all other enFocus policies. Additionally, enFocus's Vice President of Projects will provide oversight and advice to the team. CoE's Director of Development Services and enFocus' Civic Project Director will negotiate additional Project Leads as project needs arise and clearly defined scopes are established. Project resources, interns, and mentors will be added to the project on an as-needed basis. Additional project capacity through the summer internship will be discussed and agreed upon in April 2025 for potential intern assignment in June & July 2025.

In the event of turnover with the personnel assigned to Sponsor pursuant to this Agreement, Sponsor shall receive a minimum of two (2) weeks written notice from enFocus, unless enFocus does not receive two (2) weeks notice from the departing employee. In the case of less than two (2) weeks notice from the departing employee, enFocus will provide written notice of departure to the Sponsor within one (1) business day of the time of disclosure.

### **Fellow Project Focus Areas**

The Project Leads will be responsible for executing projects. They will work collaboratively with members of CoE employees within and outside the Development Services Department and community stakeholders to complete projects and maintain programs. Fellow roles and activities are listed below.

#### **Project 1: Project Management Software Implementation**

CoE Project Champion: Director of Development Services, Mike Huber

Duration: 6 months (Jan 2025-Jun 2025)

enFocus Project Manager: Amy Lee

enFocus Project Lead: Ananya Mangla

Description: Implement the identified Project Management Software for the Development Services Department, in particular for the economic development, community development and redevelopment departments, to enhance efficiency in processes and communication within and outside the Department. Activities will include collaborating with the selected vendor to configure and customize the software based on departmental needs, conducting training sessions with staff to ensure smooth adoption, and integrating the software with existing systems to streamline workflows. The implementation process will also involve creating user guides, troubleshooting challenges, and establishing metrics to evaluate the software's impact on departmental operations.

#### **Project 2: Unified Development Ordinance Public Engagement & Planning Assistance**

CoE Project Champion: Assistant Director for Planning, Eric Trotter

Duration: 6 months (Jan 2025-Jun 2025)

enFocus Project Manager: Amy Lee

enFocus Project Lead: TBD

Description: Plan and execute public engagement events and/or activities to adequately capture resident feedback to take the draft Unified Development Ordinance (UDO) towards

adoption. Activities will include data gathering and analysis, communication with zoning consultants, and synthesis of information for the UDO for various audiences including Plan Commission. In addition, the Project Lead will also support planning activities like permit reviews, reporting needs, and more under the guidance of the Assistant Director for Planning. It should be noted that enFocus staff members will not perform field code inspection activities.

### **Project 3: Program Management Support for Lead Abatement Capacity Planning Grant**

CoE Project Champion: Assistant Director of Community Development, Mary Kaczka

Duration: 1 year (Jan 2025-Dec 2025)

enFocus Project Manager: Matt Barker

enFocus Project Lead: Ryan Ellts

Description: Support the Assistant Director of Community Development and/or the prospective Program Manager to carry out essential grant administration functions and disbursement of grant dollars to City residents and/or contractors to build workforce capacity in conducting Lead Assessments. Such activities may include: identifying the areas of Elkhart that have the greatest need for lead abatement through ArcGIS mapping of homes, including historically disadvantaged areas and neighborhoods. Design and implement engagement communications and events with various stakeholders like contractors, homeowners, parents, and community health care providers.

### **Project-Related Reimbursement: Training, Travel, Project Materials and Internships**

#### **Training, Travel, and Project Expenses**

When the CoE deems a project or Fellow requires training, travel or project materials for purchase, the following process can be taken for reimbursement:

- **Training:** The Director of Development Services will create written approval for said training and specify which items the CoE will proactively cover and/or reimburse. Such expenses may include required conference attendance fees or certification fees.
- **Travel:** The Director of Development Services will create written approval for travel for specific enFocus staff and specify which travel costs the CoE will proactively cover and/or reimburse. Such expenses may include transportation and accommodation to case study and/or conference locations
- **Project Materials:** The enFocus Project Manager will create written documentation for purchase of specific project materials as determined by and approved by the Director of Development Services. Such expenses may include printing, event budgets, event catering, marketing budgets, etc.



### Internships

To nimbly support CoE needs through interns, CoE may request intern support in an embedded capacity. In this arrangement, enFocus will provide talent, but will not provide day-to-day support or management for said intern. The cost of these interns will be passed through to the CoE at an agreed upon hourly wage plus necessary administrative fees totaling 31% of the hourly wage. For budgeting purposes, the average full-time summer intern wage is \$17/hour. Thus, the average cost to the CoE per intern would be ~\$7,200 for an 8-week full-time internship. The enFocus Project Manager will create written approval for hiring of specific project related interns beyond the Fellowship project supports outlined in Project Team section as determined by and approved by the Director of Development Services.

For any items identified for reimbursement by the CoE, enFocus will purchase specified materials and explicitly fold reimbursement of those costs into the next month's invoice.

### Total Engagement Cost

The fee for this engagement is up to \$122,500. Each project will be billed at a monthly basis of \$4,583.34 which includes Fellow time and Project Manager time. CoE will be invoiced monthly on the first Friday beginning February 2, 2025. Invoices will contain the following line items:

Line Item	Engagement Type	Payment Structure	Rate	Timeline	Anticipated Total
1	Project Focus Area 1	Monthly	\$4,583.34/month	6 months	\$27,500
3	Project Focus Area 2	Monthly	\$4,583.34/month	6 months	\$27,500
4	Project Focus Area 3	Monthly	\$4,583.34/month	12 months	\$55,000
5	Project Related Reimbursement	Reimbursement	*As approved by the Development Services Director	N/A	Up to \$12,500
Total					\$122,500

### Entrepreneurial Project Flexibility

At enFocus, we place value on our entrepreneurial focus and approach to projects. We have had historical success for clients when we reserve the option to initiate conversation with the Sponsor for a project pivot when we see a better path or opportunity to pursue that can

lead to greater success. This is not meant to mitigate enFocus of project responsibility but rather to create a scenario that will produce the most valued outcome for the CoE.

### Feedback

enFocus places great value on the relationship with the CoE. Please let us know how we can continue to support the CoE and its initiatives. We are very excited to participate in whatever way we can to create the highest degree of success for the CoE.

Item	Value
1. Project Management	\$1,000,000
2. Marketing & Sales	\$2,000,000
3. Finance & Accounting	\$1,500,000
4. Human Resources	\$1,000,000
5. Information Technology	\$1,200,000
6. Legal & Compliance	\$800,000
7. Operations & Logistics	\$1,100,000
8. Research & Development	\$1,300,000
9. Customer Support	\$900,000
10. Quality Assurance	\$700,000
11. Procurement	\$600,000
12. Facilities Management	\$500,000
13. Environmental Health & Safety	\$400,000
14. Corporate Communications	\$300,000
15. Investor Relations	\$200,000
16. Public Affairs	\$100,000
17. Government Relations	\$150,000
18. Industry Associations	\$100,000
19. Trade Shows & Conferences	\$120,000
20. Sponsorships & Partnerships	\$180,000
21. Strategic Alliances	\$250,000
22. Joint Ventures	\$300,000
23. Mergers & Acquisitions	\$400,000
24. Divestitures	\$500,000
25. Restructuring	\$600,000
26. Turnaround Management	\$700,000
27. Bankruptcy Reorganization	\$800,000
28. Liquidation	\$900,000
29. Asset Sale	\$1,000,000
30. Business Sale	\$1,100,000
31. Company Sale	\$1,200,000
32. IPO	\$1,300,000
33. Private Equity	\$1,400,000
34. Venture Capital	\$1,500,000
35. Angel Investment	\$1,600,000
36. Crowdfunding	\$1,700,000
37. Debt Financing	\$1,800,000
38. Equity Financing	\$1,900,000
39. Bond Issuance	\$2,000,000
40. Commercial Paper	\$2,100,000
41. Asset Backed Securities	\$2,200,000
42. Structured Finance	\$2,300,000
43. Derivatives	\$2,400,000
44. Risk Management	\$2,500,000
45. Insurance	\$2,600,000
46. Hedging	\$2,700,000
47. Arbitrage	\$2,800,000
48. Speculation	\$2,900,000
49. Trading	\$3,000,000
50. Investment	\$3,100,000

This is **EXHIBIT B**, consisting of 1 page, referred to in and part of the  
**Agreement between City and Consultant for Professional Services**

**Insurance**

*Insurance*

A. The limits of liability for the insurance required by paragraph 6.02 of the Agreement for Consultant are as follows:

1. Workers' Compensation:	Statutory
2. Employer's Liability --	
a. Each Accident	\$1,000,000
b. Disease, Policy Limit:	\$1,000,000
c. Disease, Each Employee:	\$1,000,000
3. Commercial General Liability --	
a. Each Occurrence:	\$1,000,000
b. General Aggregate:	\$2,000,000
c. Products/Completed Operations:	\$1,000,000
d. Personal and Advertising	\$1,000,000
e. Contractual Liability--	
Each Occurrence:	\$1,000,000
General Aggregate	\$2,000,000
4. Contractual Liability--	
a. Each Occurrence:	\$1,000,000
b. General Aggregate	\$2,000,000
5. Excess Umbrella Liability --	
a. Each Occurrence:	\$5,000,000
b. General Aggregate:	\$5,000,000
6. Business Automobile Liability --	
a. Bodily Injury --Each Accident:	\$1,000,000
b. Property Damage --Each Accident:	\$1,000,000
7. Professional Liability Insurance	
a. Each Claim Made:	\$1,000,000
b. Annual Aggregate:	\$1,000,000

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between City and Consultant for Professional Services**

**AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION**

I, \_\_\_\_\_, being first duly sworn, depose and say that I am familiar with and have personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by \_\_\_\_\_ (“Consultant”) in the position of \_\_\_\_\_.
3. I am familiar with the employment policies, practices, and procedures of Consultant and have the authority to act on behalf of the Consultant.
4. Consultant is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached as Exhibit “A” and incorporated herein.
5. Consultant does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Consultant does not currently employ any unauthorized aliens.

I swear and affirm under the penalties for perjury that the foregoing statements and representations are true and accurate to the best of my knowledge and belief.

EXECUTED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Printed: \_\_\_\_\_

This is **EXHIBIT D**, consisting of 1 page, referred to in and part of the  
**Agreement between City and Consultant for Professional Services**

**CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN**

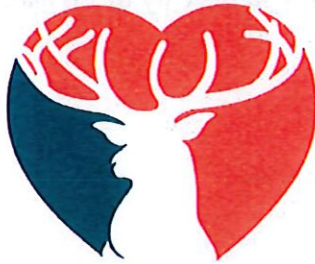
I, \_\_\_\_\_, certify to the following:

1. Pursuant to Indiana Code 5-22-16.5 *et seq.*, I am not now engaged in investment activities in Iran.
2. I understand that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

Printed: \_\_\_\_\_

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the Agreement between City and Consultant for Professional Services



City of Elkhart, Indiana  
*the city with a heart*

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## Title VI Notice

### Title VI Policy

The City of Elkhart, Indiana (Elkhart) is committed to a policy of inclusiveness, fairness, and accessibility of its programs, activities and services to all persons in Elkhart. As provided by Title VI of the Civil Rights Act of 1964 and all related statutes, Elkhart assures that no person shall, on the on the grounds religion, race, color, national origin, sex, age, disability/handicap, sexual orientation, gender identity, limited English proficiency, or low income status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any City of Elkhart program, activity or service. The City of Elkhart further assures every effort will be made to ensure non-discrimination in all of its programs, activities, and services, whether those program, activities and services are federally funded or not. In the event the City of Elkhart distributes Federal aid funds to another entity, the City of Elkhart will include Title VI language in all written agreements.

The Title VI Coordinator is:

Title VI Coordinator  
City of Elkhart  
229 S 2<sup>nd</sup> Street  
Elkhart, Indiana 46516

Voice: (574) 294-5471  
Fax: (574) 293-7658  
TDD: (574) 389-0198  
Email: [titlevicoordinator@coei.org](mailto:titlevicoordinator@coei.org)

Acceptance by Consultant

I hereby certify that I have received the City of Elkhart's "Title VI Notice" and agree to comply with the requirements and provisions of the City of Elkhart's Title VI Policy during the duration of this Agreement with the City of Elkhart.

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Signed

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Printed Name

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Dated

The City of Elkhart Title VI Policy may be accessed here:

<https://elkhartindiana.org/government/human-resources/#tab-b900fced1bdffd36578>

## LEASE AGREEMENT

(Depot – 1A)

This Lease Agreement (“Lease”) is made and entered into on this 30 day of January 2025, by and between the City of Elkhart, Indiana acting by and through its Board of Public Works (hereinafter “City”) and the Council on Aging of Elkhart County, Inc., a non-profit corporation (hereinafter “Tenant”).

In consideration of the mutual promises contained herein, City hereby agrees to and does lease to Tenant, and Tenant hereby agrees to and does lease from City, the eastern portion of the first floor, more commonly known as Suite 1A, located at the Depot, 131 Tyler Street, Elkhart, Indiana, upon the following covenants, terms and conditions:

1. **Term**- The initial term of this lease shall be for one (1) year and shall begin on January 1, 2025, and end on December 31, 2025. Tenant may elect to terminate this Lease prior to December 31, 2025, by giving notice of such election to the City at least 180 days prior to the effective date of such election and paying damages in the amount of Two Hundred Dollars (\$200.00) for each month remaining in the initial term. Notwithstanding any other provision of this Lease, this Lease may be terminated at any time by the written mutual agreement of City and Tenant. Notwithstanding any other provision of this Lease, the City may at any time unilaterally terminate this lease by providing Tenant with 180 days notice of intent to terminate this Lease agreement. Subject to the City’s right to terminate, Tenant shall have the option of renewing this Lease for successive one (1) year terms provided that notice of the renewal is given by the Tenant to the City at least 120 days before the end of the then current term. The maximum term of this Lease (including renewals) is two (2) years ending on December 31, 2026.

2. **Payment of Rent**- As rent for the said premises for the one (1) year term, Tenant agrees to pay and City agrees to accept the sum of \$10.00 per year, without relief from valuation or appraisal laws, at the Office of the Controller, 229 S. Second Street, Elkhart, IN 46516, or any other such place as City should designate in writing. The first rental payment is due and payable on or before January 1, 2025. Thereafter, the rental payment for each year shall be due and payable in advance on the first day of each year of this lease (including renewals).

3. **Fee for Late Payment of Rent**- Should Tenant fail to pay any rental payment required herein by the fifth day following its due date, a penalty in the amount of ten percent (10%) of the rental payment shall be due and payable in addition to such rental payment. The late payment penalty shall be tendered at the same time as the late rental payment. A payment shall not be deemed late if it was made within fifteen (15) days of the signing of this lease.

4. **Condition of Premises**- Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the condition of the Premises, or with respect to the suitability of the Premises for the conduct of Tenant’s business. Tenant acknowledges that (a) it is fully familiar with the condition of the Premises and agrees to take the same in its condition “as is” as of the Term Commencement Date and (b) Landlord shall have no obligation to alter, repair or otherwise prepare the Premises for Tenant’s occupancy or to pay for or construct any improvements to the Premises. Tenant’s taking of possession of the



Premises shall, except as otherwise agreed to in writing by Landlord and Tenant, conclusively establish that the Premises, the Building and the Project were at such time in good, sanitary and satisfactory condition and repair. Tenant further agrees to keep said premises in a good, clean condition, to commit no waste, to repay the City the cost of all repairs necessitated by the negligent or careless use of said premises and to surrender the premises at the termination of this Lease in like condition as when taken, less reasonable wear and tear and acts of God.

5. **Use of Premises-** Tenant shall use the premises exclusively for Tenant's non-profit activities, and only as such uses are permitted by the Elkhart City Zoning Code, and for no other purpose. Tenant warrants that Tenant will not use or allow third parties to use the premises for any unlawful activities, or engage in or allow third parties to engage in any unlawful conduct on or about the premises. Tenant shall comply with all local, state and federal laws. Tenant shall not use or allow others to use the premises in such a manner as to adversely affect the peaceful enjoyment of real property by neighboring occupants.

6. **Alteration of Premises-** Tenant shall not make, nor cause to be made, alterations, additions, or improvements to the premises, nor incur any expenses for these matters, without the prior written consent of City. In the event City permits alterations, additions, or improvements, unless otherwise agreed, the same shall remain on the premises upon the termination of the Lease and become the property of the City. However, nothing in this provision shall prevent the installation or removal of Tenant's trade fixtures. Tenant shall be responsible for payment of all costs necessary to repair the damage caused by the removal of any trade fixtures.

7. **Maintenance and Repair-** Tenant shall, at his own expense, maintain the premises in as good order and repair as they are in on the date of this Lease, excepting normal wear and tear and acts of God. City shall be responsible for any maintenance of mechanical items and for any repairs necessary to the premises resulting from normal wear and tear. Tenant shall notify City within twenty-four (24) hours of any defect to the premises requiring immediate attention. Tenant shall exercise reasonable care to ensure that any improvements on the premises are not damaged by Tenant or third parties. The City will provide and maintain a minimum of two A-B-C Fire Extinguishers.

8. **Assignment and Sublease-** This Lease shall not be assigned by Tenant nor shall these premises be sublet by Tenant. City reserves the right to assign its interest under this Lease and any sums owing hereunder on the sale or transfer of the leased premises.

9. **Security Deposit-** There shall be no Security Deposit required.

10. **Liability and Indemnification-** Tenant assumes all risks and responsibilities for accidents, injuries, and death to persons or damage to property occurring on, about or near the premises. City shall not be liable for damage caused by hidden defects or for failing to keep the premises in good order and repair. City shall not be liable for any injury to the Tenant or third parties occurring on, about, or near the premises, irrespective of whether the injury is caused by a defect in the premises needing repairs or arising from any other cause whatsoever; nor shall City be liable for damage to Tenant's property or to the property of any other person which may be located on, about, or near the premises. Tenant agrees to indemnify and hold harmless City and

City's agents, successors, and assigns from any and all claims, liabilities, losses, costs, and expenses, including attorney fees, arising from, or in connection with, the condition, use, or control of the premises, including the improvements on the premises, no matter how caused, and for any action done by Tenant, or any agent, invitee, or licensee of Tenant, or any other party.

11. **Insurance**- Tenant shall procure and maintain at its expense a policy of insurance with a responsible company or companies approved by City, indemnifying and protecting City against loss, claims, actions, suits or damage or damages, including exemplary or punitive damages, claimed to be directly or indirectly, in whole or in part, related to the lease of these premises. Such insurance shall have maximum coverage limits of Two Million Dollars (\$2,000,000.00) for bodily injury to any one person, Three Million Dollars (\$3,000,000.00) in the aggregate, and Three Hundred Thousand Dollars (\$300,000.00) for damage to property. Concurrently with the execution of this Lease, Tenant shall deliver to City, Certificates of Insurance that evidence the insurance and coverage required herein is in effect. As City shall not be responsible for any damage to Tenant's and third party property located on, about or near the premises caused by or resulting from fire, windstorm, lightning or other casualty, Tenant shall be responsible for obtaining appropriate insurance to cover the full replacement cost of all property that may be damaged or destroyed in such event. Tenant assumes any risk of loss for failing to obtain such insurance coverage or an adequate amount of insurance coverage. The City will be responsible for any damage caused by a failure of any of the mechanicals being maintained by the City.

12. **Total Destruction of Premises**- In the event the building is totally destroyed by fire, windstorm, lightning, or other casualty so as to render the premises unusable, this Lease shall terminate. The premises shall be deemed "totally destroyed" when the total cost of rebuilding the premises as determined by the City exceeds eighty percent (80%) of the fair market value of the premises as of the date of the loss.

13. **Partial Destruction of Premises**- In the event the building is partially damaged or destroyed by fire, windstorm, lightning or other casualty so as to render the premises partially unusable, Tenant shall pay a ratable portion of the rental payment for that part of the premises still considered usable, as determined by an independent third party agency acceptable to both City and Tenant, until the damaged or destroyed portion of the premises is restored to its former condition at which time Tenant shall resume paying the full monthly installment. Tenant shall continue paying the monthly utility services reimbursement, regardless of any partial damage to the premises.

14. **Default**- Upon an event of default by Tenant, Tenant shall deliver possession of the premises to Landlord within five days of receiving written notice from City to surrender premises, and City shall have the right to terminate this Lease. However, Tenant shall remain liable for any unpaid rental, penalty or utility services reimbursement. In the event of Tenant's failure to peaceably surrender possession of the premises, City shall have the lawful right to re-enter the premises, at its sole discretion, without being liable to Tenant for such entry, damages or any other payment of any kind whatever. Upon such re-entry, City, either with or without process of law may, (1) expel and remove Tenant or any third party occupying the premises,

using such force as may be necessary, and (2) repossess and use the premises as before this Lease, including subletting the premises to a third party, without prejudicing any of the City's remedies which otherwise might be used for arrears of rent or for breach of any covenants, terms and conditions. The following shall constitute events of default:

- a. Failure by Tenant to pay any rental payment, accrued late payment penalty or utility services reimbursement on or before the fifteenth day of any month.
- b. Institution of insolvency proceedings against Tenant, or the adjustment, liquidation, extension or composition or arrangement of debts of Tenants or for any other relief under any insolvency law relating to the relief of debtors; or Tenant's assignment for the benefit of creditors or admission in writing of his inability to pay his debts as they become due; or, administration by a receiver or similar officer of any of the Tenant's property.
- c. Desertion or abandonment by Tenant of any portion of the premises for a period of twenty (20) consecutive days.
- d. Assignment or sublease of the premises to a third party.
- e. Actual or threatened alteration, demolition, waste, or removal of any improvement now or hereafter located on the premises, except as permitted by this Lease.
- f. Dissolution (administratively or voluntarily) of Tenant.
- g. Failure by Tenant to cure any default in the performance of any covenant, term or condition of this Lease within five days after written notice of any default.

15. **Inspection**- Tenant agrees to permit City, its agents or employees, to enter the premises at any reasonable hour for the purpose of inspection, maintenance, repair, alteration, or improvement of the premises.

16. **Signs**- No sign placed upon the property by Tenant shall be in violation of provisions of the Elkhart Zoning or Building Codes. In the event Tenant gives notice to terminate the Lease, City or its agents may install or display a "For Rent" sign on the premises. Tenant agrees to permit City, or its agents, to show the premises to prospective tenants at any reasonable hour.

17. **Surrender of Premises**- At the expiration or termination of this Lease, or any renewal term thereof, Tenant shall quit and surrender the leased premises in as good a state and condition as they were at the commencement of this Lease, excepting normal wear and tear and acts of God. Tenant shall:

- (1) ensure that the premises are swept out and adequately cleaned,

- (2) remove all trash or other refuse from the premises,
- (3) lock all doors and windows, and
- (4) return any keys to City or its agent.

18. **Liquidated Damages for Holdover**- In the event that Tenant remains in possession after the termination of this Lease, such holdover period shall constitute a month-to-month tenancy. For such holdover period, Tenant shall pay as liquidated damages Thirty Five Dollars (\$35.00) per day plus the then current utility services reimbursement for each month or part thereof that Tenant remains in possession of the premises, plus costs and expenses incurred by City during the holdover period. This provision shall not be construed as a waiver by City of any right of re-entry nor as an election not to proceed under the remedies provided by this Lease.

19. **General Agreements**-

- a. This Lease shall bind, and inure to the benefit of, the parties and their heirs, personal and legal representatives, and successors and assigns.
- b. This Lease shall be interpreted by the laws of the State of Indiana and any venue for any action related to this Lease shall be in Elkhart County.
- c. Headings are for reference only, and do not affect the provisions of this Lease. Where appropriate, the masculine gender shall include the feminine or the neuter, and the singular shall include the plural.
- d. In the event of Tenant's failure to perform or observe any of the covenants, terms or conditions in this Lease, Tenant shall pay City's attorney fees, costs and expenses, including expenses of preparing any notice of delinquency request for performance, whether or not any legal action is instituted, including by reason of enforcing City's rights hereunder.
- e. City's failure to enforce any of its rights or remedies upon Tenant's breach of any of the covenants, terms or conditions of this Lease shall not be deemed a waiver of those rights or remedies, nor shall its failure bar or abridge any of its rights or remedies upon any subsequent default.
- f. Any notice, request, instruction, legal process or other document to be given hereunder shall be in writing and deemed sufficiently given when (1) personally served on the person to be notified, or (2) mailed via certified mail.

Tenant  
 Council on Aging  
 131 Tyler Street, Suite 1A  
 Elkhart, Indiana 46516

City  
 Clerk, Board of Public Works  
 229 South Second Street  
 Elkhart, Indiana 46516

- g. In computing a time period prescribed in this Lease, the day of the act or event

shall not be counted. All subsequent days, including intervening weekend days and holidays, shall be counted in the period.

- h. If any covenants, terms or conditions are held invalid or unenforceable by a court, the remaining covenants, terms or conditions shall not be affected by such an occurrence. Each covenant, term and provision of this Lease shall be given effect and enforced against the breaching party to the fullest extent permitted by law.
- i. This Lease constitutes the entire agreement between the parties and may not be modified except in writing, signed by both parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this Lease.
- j. No provisions in this Lease shall in any way be construed to require City to repair, restore, or rebuild the premises after a fire, windstorm, lightening or other casualty.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the City, by its Board of Public Works, and Tenant, by its authorized representative(s) execute this Lease Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF ELKHART  
BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
Michael Machlan, President

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

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

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

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

**ATTEST:**

\_\_\_\_\_  
Nancy Wilson, Clerk

**TENANT:**

COUNCIL ON AGING OF ELKHART, INC.

By: Tina Praley

Printed: Tina Praley

Title: CEO

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_



City of Elkhart

Central Garage

To: Board of Works

From: Josh Holt

Date: January 29<sup>th</sup>, 2025

RE: Auction

Dear Board Members,

I Josh Holt, Central Garage Fleet Manager, am asking your permission to send City Vehicles & Equipment to Bright Star Auctions, based in Middlebury, Indiana.

The following vehicles and pieces of equipment below are to be disposed of. I plan to send them to Bright Star Auctions for maximum public participation. The proceeds from the auction, will be sent to the General Fund & Public Works Fund. These vehicles have surpassed their useful life, and/or are too costly to keep in our fleet.

Sincerely,  
Joshua J. Holt

Elkhart Central Garage & Fleet Manager

#1

CITY OF ELKHART

DISPOSAL OR TRANSFER-TO OF FIXED ASSET

DESCRIPTION OF ASSET: CM 808 2014 Ford F250

LOCATION OF ASSET: Central Garage

TYPE OF FIXED ASSET:  
 LAND  IMPROVEMENTS  
 BUILDING  MACHINERY & EQUIPMENT  
 CONSTRUCTION-IN-PROGRESS  INFRASTRUCTURE  
 C.I.P. # \_\_\_\_\_  
 C.I.P. LOCATION: \_\_\_\_\_

SERIAL NUMBER OR VIN: 1FT7X2BTXEEA34809

DESCRIPTION/COMMENTS: \_\_\_\_\_

BRAND OR MAKE: FORD MODEL: F250

YEAR: 2014 PREVIOUS FLEET # \_\_\_\_\_ NEW FLEET # \_\_\_\_\_

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

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

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

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

DATE CONTROLLER APPROVED: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

SIGNATURE OF PERSON RESPONSIBLE: [Signature]  
 PRINTED NAME: Josh Smith

SIGNATURE OF DEPARTMENT HEAD: \_\_\_\_\_

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

CONTROLLER'S USE ONLY

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

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



#12

CITY OF ELKHART

DISPOSAL OR TRANSFER-TO OF FIXED ASSET

DESCRIPTION OF ASSET: ST 313

LOCATION OF ASSET: Central Garage

TYPE OF FIXED ASSET:

- LAND
- BUILDING
- CONSTRUCTION-IN-PROGRESS
- C.I.P. # \_\_\_\_\_
- C.I.P. LOCATION: \_\_\_\_\_
- IMPROVEMENTS
- MACHINERY & EQUIPMENT
- INFRASTRUCTURE

SERIAL NUMBER OR VIN: 1FTZXABT6EEA34810

DESCRIPTION/COMMENTS: \_\_\_\_\_

BRAND OR MAKE: FORD MODEL: F250

YEAR: 2014 PREVIOUS FLEET # \_\_\_\_\_ NEW FLEET # \_\_\_\_\_

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

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

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

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

DATE CONTROLLER APPROVED: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

SIGNATURE OF PERSON RESPONSIBLE: [Signature]  
PRINTED NAME: Sarah S. Hilt

SIGNATURE OF DEPARTMENT HEAD: \_\_\_\_\_

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

CONTROLLER'S USE ONLY

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

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

#3

CITY OF ELKHART

DISPOSAL OR TRANSFER-TO OF FIXED ASSET

DESCRIPTION OF ASSET: BG 548
LOCATION OF ASSET: Central Garage
TYPE OF FIXED ASSET:
LAND IMPROVEMENTS
BUILDING MACHINERY & EQUIPMENT
CONSTRUCTION-IN-PROGRESS INFRASTRUCTURE
C.I.P. #
C.I.P. LOCATION:

SERIAL NUMBER OR VIN: 1HTSCAARaxH671204
DESCRIPTION/COMMENTS:
BRAND OR MAKE: FORD International MODEL: 4700
YEAR: 1999 PREVIOUS FLEET # NEW FLEET #

DISPOSAL METHOD: SOLD \$ TRADED \$
JUNKED SCRAPPED END-OF-LEASE STOLEN/WRECKED
TRANSFERRED TO: (ATTACH PD REPORT)

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

DATE MAYOR APPROVED: SIGNATURE:
(REAL PROPERTY ONLY)

DATE CONTROLLER APPROVED: SIGNATURE:

SIGNATURE OF PERSON RESPONSIBLE: John J. Hart
PRINTED NAME: Josh S. Hart

SIGNATURE OF DEPARTMENT HEAD:

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

CONTROLLER'S USE ONLY

RECEIVED: FIXED ASSET ENTERED:
INSURED: CONTROLLER'S INITIAL:

#3 #4

CITY OF ELKHART

DISPOSAL OR TRANSFER-TO OF FIXED ASSET

DESCRIPTION OF ASSET: AV 2220
LOCATION OF ASSET: Central Garage
TYPE OF FIXED ASSET:
LAND IMPROVEMENTS
BUILDING MACHINERY & EQUIPMENT
CONSTRUCTION-IN-PROGRESS INFRASTRUCTURE
C.I.P. #
C.I.P. LOCATION:

SERIAL NUMBER OR VIN: 1G9141411FM119206
DESCRIPTION/COMMENTS: Crack Seal machine
BRAND OR MAKE: FORD Cimline MODEL: 150 GEN4
YEAR: PREVIOUS FLEET # NEW FLEET #

DISPOSAL METHOD: SOLD \$ TRADED \$
JUNKED SCRAPPED END-OF-LEASE STOLEN/WRECKED
TRANSFERRED TO: (ATTACH PD REPORT)

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

DATE MAYOR APPROVED: SIGNATURE:
(REAL PROPERTY ONLY)

DATE CONTROLLER APPROVED: SIGNATURE:

SIGNATURE OF PERSON RESPONSIBLE: [Signature]
PRINTED NAME: Josh S. Holt

SIGNATURE OF DEPARTMENT HEAD:

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

CONTROLLER'S USE ONLY

RECEIVED: FIXED ASSET ENTERED:

INSURED: CONTROLLER'S INITIAL:

CITY OF ELKHART

DISPOSAL OR TRANSFER-TO OF FIXED ASSET

DESCRIPTION OF ASSET: BG539

LOCATION OF ASSET: Central Garage

TYPE OF FIXED ASSET:

- LAND
- BUILDING
- CONSTRUCTION-IN-PROGRESS
- C.I.P. # \_\_\_\_\_
- C.I.P. LOCATION: \_\_\_\_\_
- IMPROVEMENTS
- MACHINERY & EQUIPMENT
- INFRASTRUCTURE

SERIAL NUMBER OR VIN: 1DUF4G42CEL98993

DESCRIPTION/COMMENTS: Dump Trucks

BRAND OR MAKE: FORD MODEL: F450

YEAR: 2012 PREVIOUS FLEET # \_\_\_\_\_ NEW FLEET # \_\_\_\_\_

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

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

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

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

DATE CONTROLLER APPROVED: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

SIGNATURE OF PERSON RESPONSIBLE: Josh S. Hart  
 PRINTED NAME: Josh S. Hart

SIGNATURE OF DEPARTMENT HEAD: \_\_\_\_\_

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

CONTROLLER'S USE ONLY

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

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

#6

CITY OF ELKHART

DISPOSAL OR TRANSFER-TO OF FIXED ASSET

DESCRIPTION OF ASSET: FU-19  
 LOCATION OF ASSET: Central Garage  
 TYPE OF FIXED ASSET:  
 LAND  IMPROVEMENTS  
 BUILDING  MACHINERY & EQUIPMENT  
 CONSTRUCTION-IN-PROGRESS  INFRASTRUCTURE  
 C.I.P. # \_\_\_\_\_  
 C.I.P. LOCATION: \_\_\_\_\_

SERIAL NUMBER OR VIN: 4P1CA0267NA000249  
 DESCRIPTION/COMMENTS: Fire Truck w/ 100' ladder  
 BRAND OR MAKE: ~~FORD~~ Pierce MODEL: 100' Ladder Truck  
 YEAR: 1992 PREVIOUS FLEET # \_\_\_\_\_ NEW FLEET # \_\_\_\_\_

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

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

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

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

DATE CONTROLLER APPROVED: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

SIGNATURE OF PERSON RESPONSIBLE: John J. Hart  
 PRINTED NAME: John J. Hart

SIGNATURE OF DEPARTMENT HEAD: \_\_\_\_\_

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

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**CONTROLLER'S USE ONLY**

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

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



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

From: Josh Holt, City of Elkhart Fleet Manager

Date: January 29<sup>th</sup>, 2025

To: Elkhart Board of Works

Subject: Request for Permission to Issue Bid Packets – 2025 Police Vehicle Procurement (Bid No. 25-09)

Dear Members of the Board of Works,

I respectfully request approval from the Board of Public Works to issue bid packets for the 2025 police vehicle procurement (Bid No. 25-09). The bid specifications, along with the required contract terms for participating dealers, are attached for your review.

Pending Board approval on February 4, 2025, the bid solicitation will be publicly advertised in the designated newspapers on February 8, 2025, and February 15, 2025. Submitted bids will then be formally opened and reviewed on March 4, 2025.

Funding for this purchase will be allocated from the Police Department's capital account line, which was approved by the City Council last year.

Please let me know if any additional information is needed. I appreciate your consideration and look forward to your approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joshua J. Holt". The signature is fluid and cursive, with the first name "Joshua" and last name "Holt" clearly distinguishable.

Joshua J. Holt, City of Elkhart Fleet Manager

-LEGAL NOTICE - ELKHART TRUTH – Cities’ Website – PUBLISH February 8<sup>th</sup>, and February 15<sup>th</sup>.  
Bids will be awarded March 4<sup>th</sup>, 2025.

NOTICE TO BIDDERS

The Board of Public Works of the City of Elkhart, Indiana will receive sealed bid packets for the following:

BID# 25-09  
17-Police Vehicles More or Less

**All bidders must submit a complete bid package with:**

**Executive Secretary of the Board of Public Works  
Municipal Building Third Floor  
229 South Second Street,  
Elkhart IN 46516.**

**Bids will be accepted during the hours of 8:00 A.M. to 5:00 P.M. (ET), and up until 9:00 A.M. (ET) until March 4<sup>th</sup>, 2025, “The Deadline”.** All bids received by the Clerk of the Board by the Deadline will be opened and read aloud at the meeting of the Board scheduled to start at 9:00 A.M. (ET) on Tuesday, March 4<sup>th</sup>, 2025. Any bid received after the Deadline, will be returned to the bidder unopened. After opening the bids, the Board will take all bids under advisement and refer them to City staff for review and tabulation.

Bidders may obtain a copy of the bid packet from the following source by paying \$10.00 per copy:

City of Elkhart Central Garage  
1909 W. Mishawaka Rd.  
Elkhart IN 46517  
Phone: (574) 293-0147

A bid, proposal or quotation submitted by a trust as defined in IC 30-4-1-1(a) must identify each Beneficiary of the trust and each Settler empowered to revoke or modify the trust.

Bids must be submitted on the bid proposal form included in the bid packet. A certified check or bank draft drawn on a solvent bank in the State of Indiana, payable without condition to the City of Elkhart, or a satisfactory bid bond executed by bidder and surety company in an amount not less than five (5) percent of the bid, shall be submitted with each bid. Any deviation from specifications must be explained by bidder.

The Board will award a contract to the lowest "responsive" and "responsible" bidder. The Board reserves the right to waive informalities or irregularities, and to reject any and all bids or portions thereof.

CITY OF ELKHART  
BOARD OF PUBLIC WORKS  
Mike Machlan, President





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

From: Josh Holt, City of Elkhart Fleet Manager

Date: January 29<sup>th</sup>, 2025

To: Elkhart Board of Works

Subject: Request for Permission to Issue Bid Packets – 2025 City Light Truck RFP (Bid No. 25-10)

Dear Members of the Board of Works,

I respectfully request approval from the Board of Public Works to issue bid packets for the 2025 Light Duty Truck Bid RFP (Bid No. 25-10). The bid specifications, along with the required contract terms for participating dealers, are attached for your review.

Pending Board approval on February 4, 2025, the bid solicitation will be publicly advertised in the designated newspapers on February 8, 2025, and February 15, 2025. Submitted bids will then be formally opened and reviewed on March 4, 2025.

This RFP includes all of the light duty pickup trucks the city is purchasing this year, (2025). Funding for this purchase will be allocated from all departments involved capital account lines, which was approved by the City Council last year. These include Buildings & Grounds, Central Garage and Public Works.

Please let me know if any additional information is needed. I appreciate your consideration and look forward to your approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joshua J. Holt". The signature is fluid and cursive, with the first name "Joshua" and last name "Holt" clearly distinguishable.

Joshua J. Holt, City of Elkhart Fleet Manager

-LEGAL NOTICE - ELKHART TRUTH – Cities’ Website – PUBLISH February 8<sup>th</sup>, and February 15<sup>th</sup>.  
Bids will be awarded March 4<sup>th</sup>, 2025.

NOTICE TO BIDDERS

The Board of Public Works of the City of Elkhart, Indiana will receive sealed bid packets for the following:

BID# 25-10  
6-Vehicles More or Less

**All bidders must submit a complete bid package with:**

**Executive Secretary of the Board of Public Works  
Municipal Building Third Floor  
229 South Second Street,  
Elkhart IN 46516.**

**Bids will be accepted during the hours of 8:00 A.M. to 5:00 P.M. (ET), and up until 9:00 A.M. (ET), Tuesday March 4<sup>th</sup>, 2025, “The Deadline”.** All bids received by the Clerk of the Board by the Deadline will be opened and read aloud at the meeting of the Board scheduled to start at 9:00 A.M. (ET) on Tuesday, March 4<sup>th</sup>, 2025. Any bid received after the Deadline, will be returned to the bidder unopened. After opening the bids, the Board will take all bids under advisement and refer them to City staff for review and tabulation

Bidders may obtain a copy of the bid packet from the following source by paying \$10.00 per copy:

City of Elkhart Central Garage  
1909 W. Mishawaka Rd.  
Elkhart IN 46517  
Phone: (574) 293-0147

A bid, proposal or quotation submitted by a trust as defined in IC 30-4-1-1(a) must identify each Beneficiary of the trust and each Settler empowered to revoke or modify the trust.

Bids must be submitted on the bid proposal form included in the bid packet. A certified check or bank draft drawn on a solvent bank in the State of Indiana, payable without condition to the City of Elkhart, or a satisfactory bid bond executed by bidder and surety company in an amount not less than five (5) percent of the bid, shall be submitted with each bid. Any deviation from specifications must be explained by bidder.

The Board will award a contract to the lowest "responsive" and "responsible" bidder. The Board reserves the right to waive informalities or irregularities, and to reject any and all bids or portions thereof.

CITY OF ELKHART  
BOARD OF PUBLIC WORKS  
Mike Machlan, President



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## MEMORANDUM

From: Josh Holt, City of Elkhart Fleet Manager

Date: January 29<sup>th</sup>, 2025

To: Elkhart Board of Works

Subject: Request for Permission to Purchase DB500 Mobile System on Trailer

Dear Board Members,

I respectfully request approval from the Board of Public Works to purchase a **DB500 Mobile System on a Trailer** with all included accessories from **Dustless Blasting Company**. This unit will replace an aging system currently used by the **Buildings & Grounds Department's graffiti removal team** and will significantly improve efficiency in graffiti removal, helping to maintain a cleaner and more visually appealing city.

Unlike our current unit, which is permanently mounted on a truck, the new **DB500 Mobile System** is a fully self-contained trailer-mounted unit. This will allow us to repurpose an existing fleet vehicle for other needs when the system is not in use, increasing overall fleet efficiency.

The **total purchase price, including shipping and all requested accessories, is \$52,111.98**. Dustless Blasting Company has provided a **Sole Source letter**, confirming that this unit is unique and not eligible for purchase under **Sourcewell or any other cooperative purchasing authority**. **Because this unique machine is not available from any other source, Legal determined that it qualifies as a special purchase and can be bought outside of the normal procurement methods.**

Funding for this purchase was approved by the City Council last year for the 2025 Buildings & Grounds budget.

Please let me know if any additional information is required.

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.



## STATEMENT OF MANUFACTURE – DUSTLESS BLASTING®

MMLJ, Inc. is the sole manufacturer of the Dustless Blasting® line of blasters. Due to the proprietary design, this equipment is sold factory direct.

The Dustless Blasting® blasters are manufactured in Houston, TX, and shipped directly from the factory, in Houston, TX with the following non-exhaustive list of patents and trademarks:

US20190143483A1  
US20180126401A1  
US20180079054A1  
US9849560B2  
US9844851B2  
5,052,723  
5,148,903  
5,200,717  
5,574,162  
5,574,164  
5,574,165  
5,574,166  
5,574,167  
5,574,168

The factory information is:

MMLJ, Inc.  
5711 Schurmier Rd.  
Houston, TX 77048  
(713) 869-2227 voice  
(800) 727-5707 toll free  
(713) 868-8041 facsimile\_  
[www.mmlj.com](http://www.mmlj.com) factory website  
[www.dustlessblasting.com](http://www.dustlessblasting.com) Dustless Blasting® website



5711 Schurmier Rd. Houston, TX 77048  
(800) 216-7632 toll free, (713) 868-8041 fax  
[www.mmlj.com](http://www.mmlj.com)



# Dustless Blasting Quote

**City of Elkhart, Indiana**  
Elkhart, IN 46517

**Josh Holt**  
josh.holt@coei.org  
+15742930147

Reference: 20250123-122306358  
Quote created: January 23, 2025  
Quote expires: February 22, 2025



**MMLJ, Inc.**  
5711 Schurmier Rd  
  
Houston, TX 77048  
US

**Prepared by: Cassidy MacQuarrie**  
Marketing & Sales Specialist  
cassidy@mmlj.com

**Total** **\$52,111.98**

PRODUCTS & SERVICES	SKU	QUANTITY	PRICE
COMPLETE DB500 Mobile System on S Trailer with all included accessories	DB500M-S	1	\$48,800.00
50 FT of 1" ID Thunderblast Blast Hose Extension (couplings on both ends)	A-MF0449	2	\$716.00
50' Electric Remote Control extension	A-MF0434	2	\$195.98
Freight	SHIPPING-CUSTOMER	1	\$2,400.00

<b>Total</b>	<b>\$52,111.98</b>
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<b>Comments</b> Shipping is subject to change.
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**Purchase terms**

[Click here to view MMLJ, Inc's terms and conditions of sale](#)