

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

Common Council Chambers

9:00 A.M., Tuesday, March 2, 2021

<https://coei.webex.com/coei/j.php?MTID=m60d3f03f9657e88e34884560a9cd162c>

Join by phone: 1-415-655-0001

Meeting Number (access code): 160 438 2700

Meeting password: BOW21

- I. Roll Call**
- II. Approve Agenda**
- III. Signature Authorization for Board Vice-President**
- IV. Claims**
- V. Minutes:** Regular Meeting February 16, 2021
- VI. Tabled Items:**
 - Appropriation Request for Application Programming Interface
- VII. Engineering**
 - a.) Administration
 - Request Bid #21-16 Elkhart River District Landscape Maintenance Services
 - Request Bid #21-05 Studebaker Park Asphalt Path Project
 - b.) Right-of-Way
 - Release Retainage: Hotel Elkhart Improvements Bid #19-20
 - Change Order #3: Central Green Stage Structure Project- Bid #19-28
 - PSA with DLZ for Beck Drive Industrial Area Traffic Impact Study
 - c.) Utility
 - Change Order #2 & Final: Pine & Poplar Sewer Main Extension Bid #20-17
 - Change Order #3 & Final: Albany Sewer & Water Extension Bid #20-11
 - Award Bid #21-03 N. Main Street Water Replacement
- VIII. Utilities**
 - a.) Administration
 - Request for Sewer Lien Reduction- 710 W. Hubbard
 - Award Bid #21-09 Renovation of the Network Building and Pretreatment Office

- b.) Regulatory Affairs
 - Board of Works Resolution 21-02- Signatory Authorization for SRF Loan
 - Request to Apply for Revolving Loan Fund Subgrant
- c.) Environmental Compliance
 - Notice of Violation: 25% Rule KFC 2709 S. Main St (F2015-183)
 - Permit Renewal: Gemeinhardt LLC, Permit #89-02

IX. New Business

- Dark Fiber Subscription Agreement, Segment Agreement, and Interlocal Agreement with Elkhart County

X. Public Participation

XI. Adjournment

Any person may access the audio recording of this meeting by submitting a written request to the Clerk of the Board.

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.

February 25th _____, 2021  _____
JAMIE ARCE - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF \$5,474,939.77, AS LISTED ON THE REGISTER ATTACHED HERETO CONSISTING OF 119 PAGES, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 3RD DAY OF MARCH 2021 BY:

PRESIDENT _____
MICHAEL C. MACHLAN

VICE PRESIDENT _____
CHAD CRABTREE

MEMBER _____
JAMIE ARCE

MEMBER _____
RON DAVIS

MEMBER _____
ROSE RIVERA

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE

Board of Public Works

Accounts Payable Summary
March 2, 2021

Individual Claims Over \$25,000 each:

Fund	Vendor	Description	Amount
101	BROWN & BROWN	CID OFFICE REMODEL	28,900.00
150	MOTOROLA SOLUTIONS	COMMUNICATION - RADIO UPGRADE	270,223.80
201	COMPASS AMERICA	ROAD SALT	34,965.86
201	COMPASS AMERICA	ROAD SALT	30,937.37
402	MATIRX INTEGRATION	MALWARE RENEWAL	25,230.60
460	NORTHERN INDIANA CONST.	JACKSON BRIDGE	123,362.27
496	RIETH RILEY CONST.	SR 19 IMPROVEMENTS	329,019.82
496	RIETH RILEY CONST.	SR 19 CORRIDOR IMPROVEMENTS	86,002.10
608	DLZ	EDGEWATER LIFT STATION	131,590.00
608	DONOHUE & ASSOC	WWTP UPGRADE	175,631.00
612	ELKHART COUNTY TREASURER	CITY SHARE 2020	27,326.42
Total Claims over \$25,000			1,263,189.24
Regular Claims under \$25,000:			517,302.67
Total Regular Departmental Claims:			1,780,491.91

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

101	CITY OF ELKHART	INTERNAL TRANSFER - CAPITOL OUTLAY	500,000.00
526	ANTHEM INSURANCE	PAYROLL	117,013.33
526	ANTHEM INSURANCE	PAYROLL	332,352.31
607	BANK OF NEW YORK	EPU FUNDING OF SRF	181,712.00
704	INPRS	INPRS-CIVIL	87,548.32
705	INPRS	INPRS-FIRE	85,906.27
Total Pre-Approved over \$25,000:			173,454.59
Regular Claims under \$25,000:			1,474,494.14
Total Pre-Approved Claims:			1,647,948.73

Payroll and Pension Payments:

Fire & Police Pension	2.26.2021	424,865.74
Bi-weekly Payroll	2.19.2021	1,621,633.39
Total Payroll:		2,046,499.13

Total All Claims, Internal Payments, and Payroll: \$ 5,474,939.77

(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.

(b) Movement of monies between funds via check issuance and re-deposit. Done primarily for transfer of employer share of health insurance premiums and basic term life insurance premiums (100% employer paid) from various budgeted funds into the Group Insurance Fund (526) where it is combined with the employee share of health insurance premiums to be paid to the provider.

Board of Public Works

Summary of Pending Claims

March 2, 2021

Fund	Vendor	Description	Amount
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Total Pending Claims -

BOARD OF PUBLIC WORKS
Tuesday, February 16, 2021

Vice-President Chad Crabtree called a regular meeting of the Board of Public Works to order at 11:00 a.m., Tuesday, February 16, 2021. The meeting started two hours late due to a snow storm. The Clerk of the Board Nancy Wilson called the roll. Chad Crabtree attended in person. Jamie Arce began the meeting in person to assist with the bid opening. Mike Machlan and Ron Davis attended on WebEx. Member Rose Rivera was absent at roll call. Councilman Arvis Dawson attended on WebEx. Chad noted the time was after 11:00 a.m. and no more bids would be accepted.

1. Approve Agenda

A motion was made by Jamie Arce and seconded by Ron Davis to approve the agenda as presented. On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board amended the agenda by removing the Notice of Violation for KFC, 2709 S. Main St. (F2015-183) from the agenda. The amended agenda carried 4-0.

2. Signature Authorization

On motion by Jamie Arce, seconded by Ron Davis and carried 4-0, the Board gave the Vice-President Chad Crabtree the authority to sign on behalf of the Board for each item passed by motion during this meeting.

3. Open Bids

Bid #21-03 N. Main St. Water Replacement

Proof of publication was presented which appeared in the Elkhart Truth on January 30 and February 6, 2021. The following bids were received:

John Boettcher Sewer & Excavating submitted a signed and certified bid summary form with all items checked. The base bid was \$1,825,286.05.

C&E Excavating submitted a signed and certified bid summary form with all items checked. The base bid was \$1,731,062.00.

HRP Construction submitted a signed and certified bid summary form with all items checked. The base bid was \$1,739,700.00.

Niblock Excavating submitted a signed and certified bid summary form with all items checked. The base bid was \$1,587,977.50.

Selge Construction submitted a signed and certified bid summary form with all items checked. The base bid was \$1,774,651.60.

On motion by Jamie Arce, seconded by Mike Machlan and carried 4-0, the Board referred the bids to the staff of Public Works and Utilities for their review and recommendation at the next meeting.

Bid #21-09 Network Building and Pretreatment Office Renovation

Proof of publication was presented which appeared in the Elkhart Truth on January 30 and February 6, 2021. The following bids were received:

Copper Rock Construction submitted a signed and certified bid summary form with all items checked. The base bid was \$154,701.00.

Brown & Brown General Contractors submitted a signed and certified bid summary form with all items checked. The base bid was \$29,900.00.

Robert Henry Corporation submitted a signed and certified bid summary form with all items checked. The base bid was \$155,323.00.

Almac Sotebeer Construction submitted a signed and certified bid summary form with all items checked. The base bid was \$225,000.00.

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

BOARD OF PUBLIC WORKS

Tuesday, February 16, 2021

referred the bids to the staff of Public Works and Utilities for their review and recommendation at the next meeting.

Mike asked Chad to re-read the Brown & Brown bid. Chad re-read the bid total of \$29,900.00. Mike asked him to look for a bid tab within the packet to cross-reference. Chad looked and did not find anything to cross reference, noting staff would review the bid. Jamie left the Council Chambers are joined on WebEx. Rose Rivera joined the meeting on WebEx.

4. Claims

On motion by Jamie Arce, seconded by Ron Davis and carried 5-0, the Board approved the Claim and Allowance Docket in the amount of \$6,015,630.78 consisting of 108 pages as prepared on February 10, 2021 at 1:37 p.m.

5. Minutes Regular Meeting February 2, 2021

On motion by Mike Machlan, seconded by Ron Davis and carried 5-0, the Board approved the Regular Minutes of February 2, 2021.

6. Engineering

(A.) Utility

Change Order #1 & Final: Lift Station 12 Replacement Project Bid #20-32

On motion by Ron Davis, seconded by Jamie Arce and carried 5-0, the Board approved the release of all retainage and Change Order #1 & Final for Lift Station 12 Replacement project, Bid #20-32 for a decrease of \$39,503.05, bringing the final Contract price to \$219,471.00.

Request Bid #21-11 Edgewater Lift Station Replacement

On motion by Mike Machlan, seconded by Ron Davis and carried 5-0, the Board approved plans and specifications and granted permission to advertise Bid #21-11 Edgewater Lift Station Replacement.

(B.) Right-of-Way

Change Order #5 & Final Jaylan Drive Project Bid #18-30

On motion by Mike Machlan, seconded by Jamie Arce and carried 5-0, the Board approved Change Order #5 & Final and released all retainage for the Jaylan Drive Project, Bid #18-30, for an increase of \$6,934.48, bringing the final contract price to \$647,788.57. Ryan Clussman reminded the Board that Change Orders 3 & 4 were due to unforeseen circumstances, a 30.3% increase from the original contract price.

Request Bid #21-06 2021 Asphalt Crack Sealing Project

On motion by Mike Machlan, seconded by Ron Davis and carried 5-0, the Board approved plans and specifications and granted permission to advertise Bid #21-06 Asphalt Crack Sealing Project.

Request Bid #21-07 North Curb Ramp Project

On motion by Mike Machlan, seconded by Ron Davis and carried 5-0, the Board approved plans and specifications and granted permission to advertise Bid #21-07 North Curb Ramp Project.

Request Bid #21-08 South Curb Ramp Project

On motion by Mike Machlan, seconded by Jamie Arce and carried 5-0, the Board approved plans and specifications and granted permission to advertise Bid #21-08 South Curb Ramp Project.

BOARD OF PUBLIC WORKS

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Request Quote #21-01 2021 Trip Hazard Removal Project

On motion by Jamie Arce, seconded by Ron Davis and carried 5-0, the Board granted permission to request Quote #21-01 Trip Hazard Removal Project.

Change Order #2 Central Green Stage Structure Project

On motion by Ron Davis, seconded by Mike Machlan and carried 5-0, the Board approved Change Order #2 for the Central Green Stage Structure project, Bid #19-28, for a decrease of \$58,750.00, bringing the contract price to \$572,480.00.

Change Order #2& Final: State Road 19 Corridor Improvements Project Bid #19-16

On motion by Ron Davis, seconded by Mike Machlan and carried 5-0, the Board approved Change Order #2 & Final and released all retainage for the State Road 19 Corridor Improvements Project, Bid #19-16, for a decrease of \$30.51, bringing the final Contract price to \$570,022.09. Ryan Clussman noted 29.6% increase from the original Contract price due to unforeseen INDOT requirements and changes in field conditions.

Request Bid #21-12 South Main Street Streetscape

On motion by Mike Machlan, seconded by Ron Davis and carried 5-0, the Board approved plans and specifications and granted permission to advertise Bid #21-12 South Main Street Streetscape.

(C.) Summary

On motion by Mike Machlan, seconded by Ron Davis and carried 5-0, the Board ratified the following permits:

Sewer Assessment Application:

Alan Kado
24715 CR 26
Elkhart, IN 46517
Property: 1340 E Indiana Ave
Paid in full, \$3,715.00

Water Assessment Application:

Rochelle Kettering
2306 Morton Ave
Elkhart, IN 46517
Property: 2306 Morton Ave
Paid in full: \$696.90

Revocable Permit Application:

#6467, Property Owner: Kerry Sparks
Property: 1464 Hudson St
Permit Holder: Fire Bins Dumpster Rentals LLC
Dumpster Placement

7. Utilities

(A.) Administration

Water MRO for January 2021

On motion by Mike Machlan, seconded by Ron Davis and carried 5-0, the Board accepted and placed on file the Water MRO for January 2021.

Appropriation Request

Mike Machlan said he received a request to table this item. On motion by Mike

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Machlan, seconded by Jamie Arce and carried 5-0, the appropriation request was tabled.

(B.) Regulatory Affairs

Payment #19 to Keramida, Inc. for 1032 E. Beardsley Remediation Project

On motion by Mike Machlan, seconded by Ron Davis and carried 5-0, the Board approved payment #19 in the amount of \$3,290.00 to Keramida, Inc. for the 1032 E. Beardsley Ave. Remediation Project.

Payment #20 to Keramida, Inc. for 1032 E. Beardsley Remediation Project

On motion by Ron Davis, seconded by Rose Rivera and carried 5-0, the Board approved payment #20 in the amount of \$2,145.00 to Keramida, Inc. for the 1032 E. Beardsley Ave. Remediation Project.

(C.) Environmental Compliance

Notice of Violation: Failure to Notify Transfer of Ownership Franklin Marathon

A motion was made by Mike Machlan and seconded by Ron Davis to approve a Notice of Violation for failure to notify Transfer of Ownership within required timeframe for Franklin Marathon 1589 W. Franklin St. and assess a penalty of \$200.00. Megan Kolaczyk explained the violation to the Board. The FSE did not attend in person, on WebEx, or on Facebook. They have not responded to any of our communication. Mike congratulated Megan and her team for getting this done in a very reasonable time frame. Megan noted all of the FSE's were notified of the change in time for the meeting today. Chad called for the vote and the motion carried 5-0.

FOG Request for Variance Modification for Harold's Chicken 1514 Benham Ave. (F2019-016)

A motion was made by Mike Machlan and seconded by Ron Davis to approve a request for Variance Modification for Harold's Chicken- 1514 Benham Ave. Lynn Brabec explained the request to the Board The FSE owner Mr. Chambers attended on WebEx. The Variance was granted on June 4, 2019, and they are required to conduct visual monitoring because there is no control manhole at the site. When the team reminded him they were having the sewer monitored, Mr. Chambers told them he would have someone take care of it. The problem is that he wanted to change the type of visual monitoring to sampling, and there is no control manhole to do that. They have a 4" clean-out which does not allow samples to be collected according to the methodology referenced in 40CFR Part 136. Staff does not support this request.

Mr. Chambers said they don't need to be on a variance because they met the criteria as far as the point system. They don't have any grease going through the lines. They have two qualified companies that said they can come do the test. He said they were not told about sampling and were not told about a lot of things. They had a meeting with Megan and Don and Lynn and they said if you want to go with the State you need to have 4 quarterly tests done. He said they would rather go that route with the 4 tests than have to do visual monitoring. Mike Machlan said that if you look at the minutes when they got the Variance on June 14, 2019, that he personally explained to the owners of Harold's Chicken that they would have to do visual monitoring. He said it was very clear, and all of our FOG Variances require a similar situation. Mike said the staff at Public Works doesn't railroad anyone, and they go out of their way to try to accommodate. Chad brought the discussion back to the staff.

BOARD OF PUBLIC WORKS

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Lynn added the reason they got the variance in the first place is because the grease control device was undersized. Megan said yes, they were a Category A which required a grease interceptor, and the Board allowed them to use the existing grease trap and required them to conduct annual visual monitoring. Mr. Chambers said they talked about the point system and they were right in the realms of the point system and they were under the variance amount. They are not a full service restaurant. Everything they have is pre-packaged or disposable or goes right out the door. All their grease goes to the grease trap. He said he doesn't understand why they are on the Variance. Chad closed discussion and called for the vote. The request was denied 0-5.

FOG Variance Request for Rico's at Bulldog 3763 E. Jackson (New FSE)

A motion was made by Mike Machlan and seconded by Jamie Arce to approve a variance request for Rico's at the Bulldog 3763 E. Jackson for one year. Megan Kolaczyk explained they are requesting a variance from the grease interceptor requirement for one year. They will install the required interceptor when weather allows. They have an old septic system there. Lynn said the septic tank there is a pass-through. The waste goes through it to the City system. Mike asked if the septic tank would intercept the grease. Lynn said it is not made to do that. Rico agreed to watch it and pump it. Rico lavagnilio attended in person in the Council Chambers. He told the Board they do not have a problem with installing the grease interceptor, they just need more time due to the weather. He said they recently spent \$19,000.00 to install a new parking lot at the property because it was being used as a local thoroughfare and was completely deteriorated. Now, with the FOG Ordinance they are trying to figure out where to put it. They are hoping they can put it in the back. He said they could also put a tank inside. Mike Machlan told Rico he had his support and thanked him for the business he has in Elkhart. He explained that he was concerned about pumping out the septic tank since it will be not only grease but all of the waste from the strip. He said may be looking at re-plumbing to get the grease trap in the right way. He was sure they were up for the challenge. Mary Olson, City Council spoke in favor of Ricco and his family, long-standing restaurateurs in Elkhart who do an amazing job. They are diligent and will comply with our requirements to protect the environment. She urged the Board to be supportive of Rico's at the Bulldog. Rico responded to Mike's plumbing concerns that they are planning to reconstruct and re-plumb all of the kitchen area to the grease interceptor. The kitchen area, and 3-bay sink will go to the grease interceptor. On motion by Mike Machlan, seconded by Ron Davis and carried 5-0, the motion was amended to include visual monitoring in six months. Chad called for the vote on the amended motion and it carried 5-0.

8. New Business

Baker Tilly: Potential Conflict of Interest

On motion by Mike Machlan, seconded by Ron Davis and carried 5-0, the Board accepted a Potential Conflict of Interest Disclosure Statement from Baker Tilly and placed it on file. Alex Hilt noted that under the Dodd-Frank Act and the Municipal Advisor rule that they have specific fiduciary responsibilities to the City of Elkhart, the Elkhart County Regional Sewer District, and Ontawa Township, MI.

BOARD OF PUBLIC WORKS
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Baker Tilly Presentation: Refunding Sewage Works Revenue Bonds

On motion by Jamie Arce, seconded by Ron Davis and carried 5-0, the Board accepted communication from Baker Tilly summarizing the key points of the refunding opportunity for the Sewage Works Revenue Bonds. Alex Hilt of Baker Tilly Municipal Advisors discussed the refunding process with the Board and the opportunity for savings over the next nine years.

Fire Apparatus Purchase- Sourcewell Government Bid

On motion by Jamie Arce, seconded by Mike Machlan and carried 5-0, the Board approved the purchase of a Sutphen Rescue Apparatus using the Sourcewell Government Contract 022818-SUT in the amount of \$853,292.00 subject to Legal's final approval of the financing agreement. Chief Edgerton explained the purchase and financing arrangements to the Board, and let them know it was approved by the Legal Department.

Authorization to Settle Henry Dunker Claim

On motion by Mike Machlan, seconded by Ron Davis and carried 5-0, the Board authorized Attorney Kathryn Moll to settle the Henry Dunker Worker's Compensation claim for \$10,000.00.

Lexington Business Center Subdivision

On motion by Jamie Arce, seconded by Rose Rivera and carried 5-0, the Board approved two Lot Subdivision located on Lexington Avenue East called Lexington Business Centre.

FOG Request for Variance Modification for Harold's Chicken 1514 Benham Ave. (F2019-016)

Megan Kolaczyk asked the Board to re-visit the second portion of the Harold's Chicken Variance modification request. On motion by Mike Machlan, seconded by Jamie Arce and carried 5-0, the Board reconsidered the variance modification for Harold's Chicken. On motion by Mike Machlan, seconded by Ron Davis and carried 5-0, the Board denied the request to modify the original variance for Harold's Chicken 1514 Benham Ave, and extended the annual verification of compliance date from February 15, 2021 to March 15, 2021.

9. Adjournment

On motion by Mike Machlan, seconded by Ron Davis and carried 5-0, the Board of Public Works adjourned at 12:39 p.m.

_____ Chad Crabtree, Vice-President

Attest: _____ Nancy Wilson, Clerk of the Board

Any person may access the recording of this meeting by submitting a written request to the Clerk of the Board.



TABLED

DATE	2/16/21
APPROVED BY CITY OF ELKHART	
BOARD OF PUBLIC WORKS	
	<i>Chad Crutcher</i>

M E M O R A N D U M

Date January 28, 2021
To Mike Machlan, Board of Works President
From Laura Kolo, Utility Services Manager *LK*
RE Appropriation Request

Elkhart Public Works is respectfully requesting an appropriation of \$11,720.00 to 601-5-737-636.0000 for an application programming interface (API) to allow Indiana811 to communicate directly with the work request / asset management software program, Lucy.

The two Distribution Locators respond to average of approximately 1000 locate requests per month. This interface will automatically direct 811 requests to the tablets of the appropriate Locator, either the North or South Locator, via the Lucy work order system. This will eliminate the need to manually collect the requests from a designated printer, sort and assign the locate requests to the appropriate Locator.



M E M O R A N D U M

DATE: February 24, 2021

TO: Board of Public Works

FROM: Tory Irwin, City Engineer *TI*

RE: **Approval of Plans and Permission to Elkhart River District Landscape Maintenance Services - Bid #21-16**

The Department of Public Works requests approval of the design plans and specifications, and permission to advertise the Elkhart River District Landscape Maintenance project.

This contract will consist of various landscape maintenance elements within the River District.

The design specification for the project were developed by the JPR and are being presented to the Board of Works for approval and permission to advertise.

This project will be funded through already appropriated River District funds.

It is requested the BOW:

approve the plans and specifications and grant permission to advertise the Elkhart River District Landscape Maintenance project Bid #21-16.



M E M O R A N D U M

DATE: February 23, 2021

TO: Board of Public Works

FROM: Jim Humphreys, Assistant Manager

RE: **Approval of Specs and Permission to Advertise Studebaker Park Asphalt Path Project - Bid #21-05**

The Department of Public Works requests approval of the specifications, and permission to advertise the Studebaker Park Asphalt Path Project.

The project will consist of milling and HMA placement along the pathway at Studebaker Park. In addition, this project will consist of Stormwater improvements and will be placing culverts underneath the asphalt path. Attached is a map of the project.

The specifications for the project were developed by City staff and are being presented to the Board of Works for approval and permission to advertise.

This project will be funded through already appropriated funds.

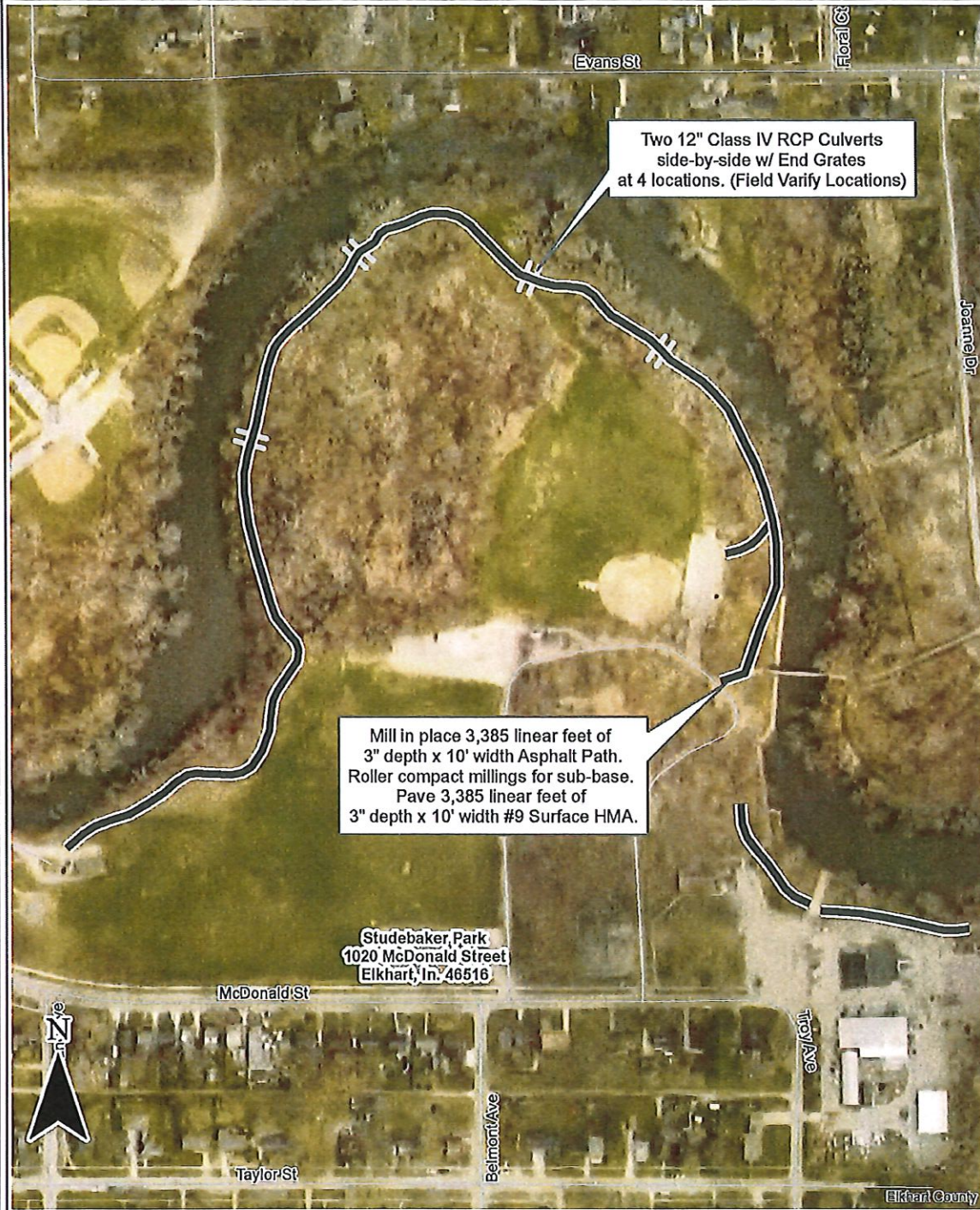
It is requested the BOW:

approve the specifications and grant permission to advertise the Studebaker Park Asphalt Path Project Bid #21-05.



Studebaker Park Asphalt Path

City of Elkhart
Public Works & Utilities
1201 S. Nappanee St.
Elkhart, Indiana 46516
Phone: (574) 293-2572



Two 12" Class IV RCP Culverts side-by-side w/ End Grates at 4 locations. (Field Verify Locations)

Mill in place 3,385 linear feet of 3" depth x 10' width Asphalt Path. Roller compact millings for sub-base. Pave 3,385 linear feet of 3" depth x 10' width #9 Surface HMA.

Studebaker Park
1020 McDonald Street
Elkhart, In. 46516

Disclaimer
The graphic data provided by the City of Elkhart, Indiana (City) herein may be inaccurate or out of date. Any person or entity who relies on said information for any purpose whatsoever does so solely at their own risk. Neither the City, or its boards, commissions, officials or employees warrant accuracy, reliability, or timeliness of any of the data provided herein. This data is provided "as is" without warranty of any kind, and all warranties of merchantability and fitness for a particular purpose are hereby disclaimed. Portions of this material include intellectual property of Elkhart County, Indiana and are used herein by permission. Information shown on any major other data provided is not warranted for accuracy or merchantability by Elkhart County.



M E M O R A N D U M

DATE: February 16, 2021

TO: Board of Public Works

FROM: Ryan Clussman, Right-of-Way Engineer *RC*

RE: **Release Retainage: Hotel Elkhart Improvements project – Bid #19-20**

Previous change order had resulted in an extension to the contract completion date and for additional work performed by R-Yoder Construction. The additional work consists of raising a vault's height and installing drain lines for roof drains.

It is requested the Board of Public Works:
release all retainage for the Hotel Elkhart Improvements project, Bid #19-20.



M E M O R A N D U M

DATE: February 16, 2021

TO: Board of Public Works

FROM: Ryan Clussman, Right-of-Way Engineer *RC*

RE: **Change Order Request #3: Central Green Stage Structure project – Bid #19-28**

Attached is change order request #3 for the Central Green Stage Structure project. This change order is for additional electrical work completed by R. Yoder Construction.

This change order is for additional electrical wiring for outlets and mic jacks that were put in by R. Yoder Construction.

This change order request is for an increase of \$3,950.00 to the current contract price of \$572,480.00. Approval of change order #3 would increase the current contract price to \$576,430.00, resulting in an 8.7% decrease from the original contract price of \$631,230.00.

It is requested the Board of Public Works:
approve Change Order #3 for the Central Green Stage Structure project, Bid #19-28, for an increase of \$3,950.00 bringing the current contract price to \$576,430.00.

CITY OF ELKHART

PUBLIC WORKS & UTILITIES

Change Order No. Three
Dated 2/4/21

Project: Central Green Stage Structure

Contract No. 19-28

To: R-Yoder Construction

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

Additional Electrical Outlets and Mic Jacks	\$3,950.00
TOTAL	\$3,950.00

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

Original Contract Price	\$ 631,230.00
Contract Price Prior to this Change Order	\$ 572,480.00
Net change resulting from this Change Order	\$ 3,950.00
Current Contract Price including this Change Order	\$ 576,430.00
Current Contract Price % Change from Original Price	-8.7%
Contract Time prior to this Change Order	_____ (Days or Time)
Net Time change resulting from this Change Order	_____ (Days)
Current Contract Time including this Change Order	_____ (Days or Time)

The above changes are approved:

Public Works & Utilities
BY: Ryan W. Cavanaugh
Engineer
2/11/21
DATE

The above changes are accepted:

By: [Signature]
Contractor
2/11/21
DATE



M E M O R A N D U M

DATE: February 23, 2021
TO: Board of Public Works
FROM: Ryan Clussman, Right-of-Way Engineer
RE: **Beck Drive Industrial Area Traffic Impact Study - PSA – DLZ.**

Attached is the Professional Service Agreement (PSA) with DLZ for professional services on the Beck Drive Industrial Area Traffic Impact Study.

Private expansions along the CR 17/Beck Drive corridor have prompted the City to perform a Traffic Impact Study to better plan for future infrastructure needs.

DLZ has been selected to provide traffic count, traffic system analysis, and design services for the project.

Funds for the Traffic Impact Study will be shared by Elkhart County and the City, and funds for the City's portion have already been appropriated.

DLZ has agreed to the City's standard PSA, approved by legal, with no modifications.

It is requested the Board of Public Works:

approve the Professional Service Agreement with DLZ for the Beck Drive Industrial Area Traffic Impact Study, in an amount not to exceed \$25,600.



M E M O R A N D U M

DATE: February 12, 2021
TO: Board of Public Works
FROM: Edgar Moreno, Utility Engineer *EM*
RE: **Change Order Request #2 & Final: Pine & Poplar Sewer Main Extension project – Bid #20-17**

Attached is change order request #2 & Final for the Pine & Poplar Sewer Main Extension project. This change order is for the adjustment to final quantities of work by John Boettcher Sewer & Excavating.

This change order to reduce final John Boettcher Sewer & Excavating contracts costs for final quantity adjustments at a cost of -\$7,811.34. While sidewalk removal and ADA sidewalk installation had larger project costs than anticipated, money was saved with service lateral and sodding costs.

This change order request is for a decrease of \$7,811.34 to the current contract price of \$147,902.72. Approval of change order #2 would decrease the current contract price to \$140,091.38 resulting in a 1.12% decrease from the original contract price of \$141,675.25.

It is requested the Board of Public Works:

Approve release of all retainage and Change Order #2 & Final for the Pine & Poplar Sewer Main Extension project, Bid #20-17, for a decrease of \$7,811.34, bringing the final Contract price to \$140,091.38.

CITY OF ELKHART

PUBLIC WORKS & UTILITIES

Change Order No. Two and Final
Dated 1/15/21

Project: Pine & Poplar Sewer Main Extension

Contract No. 20-17

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

Adjustment to Final Quantities (\$7,811.34)

TOTAL \$ **(7,811.34)**

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

Original Contract Price	<u>\$ 141,675.25</u>
Contract Price Prior to this Change Order	<u>\$ 147,902.72</u>
Net change resulting from this Change Order	<u>\$ (7,811.34)</u>
Current Contract Price including this Change Order	<u>\$ 140,091.38</u>
Current Contract Price % Change from Original Price	<u>-1.1%</u>
Contract Time prior to this Change Order	<u>NO CHANGE</u> (Days or Time)
Net Time change resulting from this Change Order	<u>NO CHANGE</u> (Days)
Current Contract Time including this Change Order	<u>NO CHANGE</u> (Days or Time)

The above changes are approved:

Public Works & Utilities

BY: *Edgar Lopez*
Engineer

02-12-21

DATE

The above changes are accepted:

By: *John Boettcher*
Contractor

2/11/21

DATE



M E M O R A N D U M

DATE: February 12, 2021
TO: Board of Public Works
FROM: Edgar Moreno, Utility Engineer *EM*
RE: **Change Order Request #3 & Final: Albany Sewer & Water Extension project – Bid #20-11**

Attached is change order request #3 & Final for the Albany Sewer & Water Extension project. This change order is for the adjustment to final quantities of work by John Boettcher Sewer & Excavating.

This change order to reduce final John Boettcher Sewer & Excavating contracts costs for final quantity adjustments at a cost of -\$2,963.57. While service laterals had larger project costs than anticipated, money was saved with concrete approaches, sodding and trees planted.

This change order request is for a decrease of \$2,963.57 to the current contract price of \$187,313.31. Approval of change order #3 would decrease the current contract price to \$184,349.74 resulting in a 1.87% increase from the original contract price of \$180,969.20.

It is requested the Board of Public Works:

Approve release of all retainage and Change Order #3 & Final for the Albany Sewer & Water Extension project, Bid #20-11, for a decrease of \$2,963.57, bringing the final Contract price to \$184,349.74.

CITY OF ELKHART

PUBLIC WORKS & UTILITIES

Change Order No. Three and Final
Dated 1/15/21

Project: **ALBANY SEWER & WATER EXTENSION**

Contract No. 20-11

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

Adjustment to final quantities. \$ (2,963.57)

TOTAL \$ (2,963.57)

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

Original Contract Price	\$ 180,969.20
Contract Price Prior to this Change Order	\$ 187,313.31
Net change resulting from this Change Order	\$ (2,963.57)
Current Contract Price including this Change Order	\$ 184,349.74
Current Contract Price % Change from Original Price	1.9%
Contract Time prior to this Change Order	<u>NO CHANGE</u> (Days or Time)
Net Time change resulting from this Change Order	<u>NO CHANGE</u> (Days)
Current Contract Time including this Change Order	<u>NO CHANGE</u> (Days or Time)

The above changes are approved:

Public Works & Utilities

BY: [Signature]
Engineer

2/11/21

DATE

The above changes are accepted:

By: [Signature]
Contractor

2/11/21

DATE

✓



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

February 23, 2021

Mr. Edgar Moreno
Utility Engineer
City of Elkhart
1201 S. Nappanee Street
Elkhart, Indiana 46516

RE: N. Main Street Water Replacement Bid Opening
City Project No. WA7687
City Bid No. 21-03
DLZ Project # 2061-5718-70

Dear Mr. Moreno,

On February 16th, 2021, a total of five (5) bids were received for the N. Main Street Water Replacement Project. The total bid includes the Base Bid for the project and Bid Alternate No. 1. The results are summarized below:

No.	Bidder	Base Bid	Bid Alternate No. 1	Total Bid
1	Niblock Excavating	\$ 1,533,256.50	\$ 54,721.00	\$1,587,977.50
2	C&E Excavating	\$ 1,661,457.00	\$ 69,605.00	\$1,731,062.00
3	HRP Construction	\$ 1,665,000.00	\$ 74,700.00	\$1,739,700.00
4	Selge Construction	\$ 1,680,624.50	\$ 94,027.10	\$1,774,651.60
5	John Boettcher Sewer and Excavating	\$ 1,758,107.27	\$ 67,178.78	\$1,825,286.05

All five companies are well qualified to perform the work and the bid documents appear to be in order. Niblock Excavating provided all requested bid information. Based on our review, Niblock Excavating was the lowest bidder.

It is our recommendation that the City of Elkhart award the contract for the N. Main Street Water Replacement Project, for the Base Bid and Bid Alternate No. 1 to Niblock Excavating for the amount of \$1,587,977.50.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

N. Main Street Water Replacement
Bid Opening Recommendation
Page 2 of 2

Included with this letter is a copy of the signed bid tab for the project. If you have any questions, comments, or require any additional information, please contact our office.

Sincerely,

Anthony Glenn, P.E.
Project Manager

CC: Tory Irwin, P.E., Elkhart
Danielle Garlington, Elkhart
Derek Sauer, Elkhart
JCZ, BLG, ACL, BMS, SAS, SC, File



City of Elkhart
Public Works and Utilities

Memo

To: Board of Public Works
From: Timothy D. Reecer; Executive Services Manager *TR*
Date: February 15, 2021
Re: Sewer Lien Reduction – Sharon Johnston (Rags Holding) 710 W. Hubbard

Ms. Johnston received a sewer letter on January 29, 2021 regarding a sewer balance left by her tenant in the amount of \$292.46.

These letters are sent to property owners notifying them of any outstanding balances providing an opportunity to satisfy the balance prior to a lien being placed against the real estate.

Ms. Johnston, however, feels the balance left is too high and unreasonable as the Utility should have done something prior to the balance getting as high as it did. As a result, Ms. Johnston, would like the balance of \$292.46 reduced to \$37.01 which represents an average of the last 3 sewer balances she paid left by her tenants.

It is the recommendation of Public Works and Utilities that a waiver or reduction not be granted as the letter and procedure were in accordance with our policies and a precedent would be set for future requests by landlords.



Rags Holdings

Elkhart City Board of Works
1201 S Nappanee St
Elkhart, IN. 46516

5 February 2021

710 710 W Hubbard Ave, Elkhart, In 46516
SEWER LIEN NOTICE

I refer to your correspondence dated 29 January 2021 advising there is an unpaid amount of \$292.46 for sewer charges which result from an unpaid account in a tenant's name.

Whilst I understand local ordinances provide for recovery of this against the property owner, I am objecting to the excessive sum total in this instance.

As I understand it there are two factors which contribute to this. Firstly, is the decision by the city not to disconnect services due to COVID. Secondly is the fact that as I understand it the tenant, and account holder, was making installment payments. I am also led to believe it is city's policy to credit installment payments to water usage first and not the oldest account first, which is normal business practice.

If this account of been in my business name the city would have disconnected service regardless of COVID. The treatment of tenant accounts, has in this case placed an unfair burden on the Landlord who as you know is also subject to not being able to enforce rent collection or eviction due to nonpayment since March 2020.



Rags Holdings

I have had other properties subject to this ordinance pre COVID and those sewer balances were :

\$28.31 for 901 W Indiana Ave

\$41.75 for 827 W Wolf Ave, and,

\$40.97 for 830 W Marion St.

Whilst I am happy to pay a reasonable sum, I feel the amount levied due to internal policies and methods of operation are unreasonable and ask that you reconsider and apply a charge of \$37.01 which represents an average based on past charges prior to COVID and where tenants were not paying in installments.

DATED 5th February 2021

Sharon Johnston
RAGS HOLDINGS LLC
12142 Sara St
Brooksville, FL, 34613.
rehtway@gmail.com
574 575 8321



M E M O R A N D U M

Date February 23, 2021
To Mike Machlan, Board of Works President
From Laura Kolo, Utility Services Manager *LK*
RE Request to Award

Elkhart Public Works is respectfully requesting to award bid #21-09, Renovation of the Network Building and Pretreatment Office, to Brown and Brown as the most responsive and responsible bidder. An attached letter from our architect for this the project, Carmi Design, is in support of the same. A bid tab is also attached.

Funds were appropriated for this project in 2020 and have been encumbered in a current purchase order.

Please note, the Brown and Brown Bid Summary form contained a bid irregularity stating a bid price if \$29,900. A representative from Brown and Brown did acknowledge the error immediately following the bid opening. The supporting documentation within the proposal does total \$129,900.



24 February 2021

Laura Kolo
Utility Services Manager
Elkhart Public Works
1201 S. Nappanee Street
Elkhart, IN 46516

Re: **Bid # 21-09; Renovation of the Network Building
and Pretreatment Office**

Ms. Kolo,

We were pleased to receive four strong bids on 16 February 2021 for the Network Building and Pretreatment Office Renovation. Please find our bid tab attached to this recommendation letter.

The apparent low bidder is Brown & Brown General Contractors of Wakarusa, Indiana. Although CARMI has not worked with Brown & Brown before, we do know that they are a notable company with a long history of successful projects in the Michiana area. We have had the pleasure of working with Tim Morey, a Project Manager at Brown & Brown, while he was with another local contractor and can attest to his strong management skills. We ask the Board to consider their Base Bid of **\$129,900.00**.

Upon your approval CARMI will forward a letter of intent to Brown & Brown to commence the contract process. Work will begin immediately upon issue of the Notice to Proceed, and is to be 100% complete by 30 June 2021.

Thank you in advance for your consideration.

Sincerely,
CARMI Design Group, Inc.

Tony C. Leininger, AIA
President

BID TABULATION

16 February 2021 @ 9:00 AM

Bid #21-09

Network Building and Pretreatment Office Renovation Elkhart Public Works Elkhart, Indiana

BIDDER	Bid Form 96	Bid Bond	Add. 1	Finan. Stmt.	Sched.	Iran Stmt.	E-Verify	Cost Proposal	BASE BID	NOTES
Almac Sotebeer, Inc.	Y	Y	Y	Y	Y	Y	Y	Y	\$225,000.00	
Brown & Brown General Contractors	Y	Y	Y	Y	Y	Y	Y	Y	\$129,900.00	
CopperRock Construction	Y	Y	Y	Y	Y	Y	Y	Y	\$154,701.00	
The Robert Henry Corporation	Y	Y	Y	Y	Y	Y	Y	Y	\$155,323.00	

Notes:





City of Elkhart
Public Works and Utilities

M E M O R A N D U M

DATE: March 2, 2021
TO: Board of Public Works
FROM: Sarah Mitchell, Regulatory Affairs Director *SM*
RE: **Resolution 21-02 – Signatory Authorization Resolution – SRF Loan**

The State Clean Water State Revolving Loan Fund (SRF) Program requires that a resolution be passed to designate a signatory that provides the SRF Loan Program such information, data and documents pertaining to the loan process as may be required, and otherwise act as the authorized representative of the Board in regards to the loan.

The signatory was the previous City Engineer and since that person has changed the City is required to pass a new signatory authorization resolution assigning Tory Irwin as the signatory.

Therefore, it is requested the Board of Public Works **adopt the Signatory Authorization Resolution, No. 21-02.**

**THE CITY OF ELKHART BOARD OF PUBLIC WORKS
SIGNATORY AUTHORIZATION RESOLUTION**

Whereas, the City of Elkhart, Indiana, through its Board of Public Works (Participant), has plans for a wastewater infrastructure improvement project to meet State and Federal regulations and the Participant intends to proceed with the construction of such project:

Now, therefore, be it resolved by the Board of Public Works, the governing body of the Participant, that:

1. Mr. Tory S. Irwin, P.E., City Engineer, be authorized to make application for a State Revolving Fund Loan (“SRF Loan”) and provide the SRF Loan Program such information, data and documents pertaining to the loan process as may be required, and otherwise act as the authorized representative of the Participant; and
2. The Participant agrees to comply with State and Federal requirements as they pertain to the SRF Loan Program; and
3. Two certified copies of this Resolution be prepared and submitted as part of the Participant’s Preliminary Engineering Report.

Adopted and Passed by the Board of Public Works of the City of Elkhart, Indiana, this 2nd day of March, of 2021 at their regularly scheduled meeting.

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

Michael Machlan, President

Chad Crabtree, Vice-President

Jamie Arce, Member

Rose Rivera, Member

Ronnie Davis, Member

Attest: _____
Nancy Wilson, Clerk
Board of Public Works



City of Elkhart
Public Works and Utilities

M E M O R A N D U M

DATE: March 2, 2021
TO: Board of Public Works
FROM: Sarah Mitchell, Regulatory Affairs Director SM
RE: **Request Permission to Apply for Revolving Loan Fund Subgrant**

The Indiana Brownfields Program (IBP) has approached the Elkhart Brownfields Program with an opportunity to apply for a Revolving Loan Fund subgrant up to \$500,000. While it is funded through the State Revolving Loan Fund Program, it is not a loan, but a grant that does not have to be repaid. This grant would be used to fund a portion of the cleanup needed at the 700 W. Beardsley site.


The IBP has approved a pilot plan, proposed by Weaver Consultants Group, to clean up the TCE in groundwater and the soils. The pilot cost ranges from just over \$200,000 to a little over \$250,000. If the pilot is successful, the cleanup will be continued with regular monitoring. This is estimated to occur over a period of a two to three years with a total cost (including the pilot) ranging from \$500,000 to \$1 million. The costs estimate varies so much because it is all dependent on the speed and effectiveness of the treatment of the soils and groundwater.

Any redevelopment on the site may begin prior to completing the cleanup. The Brownfields Program will work with developers to coordinate any construction and cleanup. When this work is completed the Brownfields Program will request closure from the IBP.

Therefore, it is requested the Board of Public Works **grant the Brownfields Program permission to apply for the Revolving Loan Fund subgrant.**



City of Elkhart
Public Works & Utilities

To: Members of the Board of Public Works
 From: Lynn Brabec, Environmental Compliance Manager 
 Date: February 8, 2021
 Re: Notice of Violation: 25% Rule Violation – KFC (CARLISLE ELKHART SOUTH), 2709 S MAIN ST (F2015-183)

As a result of a failed grease interceptor inspection on July 21, 2020, KFC (CARLISLE ELKHART SOUTH), 2709 S MAIN ST is required to submit quarterly pumping records for a year. Based on the grease control device pumping report submitted to Pretreatment staff on January 29, 2021, the grease interceptor at KFC (CARLISLE ELKHART SOUTH), 2709 S MAIN ST was found to be in violation of the 25% Rule. The 25% Rule is defined in Ordinance No. 5434 as amended Section 5.11 and the Best Management Practices outlined in the Elkhart Public Works and Utilities Guide to Wastewater Utility Policies Section 15.6.1. This is the second 25% Rule Violation within a year.

Failure to operate or maintain FOG control device in proper working order (Ord. No. 5434 as amended)

Violation Date & FOG Amount	Staff Recommendation:*	Met all requirements outlined in Notice of Violation? Requirements included submission of written response, signed certification statement and FOG application	Additional Violation?
11/20/2020 70%	\$200	Yes	No

For KFC (CARLISLE ELKHART SOUTH), located at 2709 S MAIN ST, second 25% Rule Violation offense within a year, staff recommends assessing a \$200 penalty.

Action taken by Board of Public Works: _____ Penalty: \$ _____

Approved this _____ of _____ 2021.

Michael Machlan

Chad Crabtree

Jamie Arce

Ronnie Davis

Rose Rivera

Date

Date

Date

Date


Date

Additional notes or requirements from the Board of Public Works:

*According to the "FSE FOG Penalty Guideline Table" contained in the Elkhart Public Works and Utilities "Guide to Wastewater Utility Policies", July 2019 revision, the following penalty is recommended for the second offense (within a year) of the 25% Rule:

Offense	First offense	Second offense	Third offense	Fourth & subsequent offense(s)
15.9.3 Failure to operate or maintain FOG control device in proper working order (Ord. No. 5285 as amended)	\$100	\$200	\$250	\$300



To: Members of the Board of Public Works
From: Lynn Brabec, Environmental Compliance Manager 
Date: March 2, 2021
Re: Permit Renewal: Gemeinhardt LLC, Permit #89-02

The Pretreatment group requests the renewal of Permit #89-02 for Gemeinhardt LLC, 3302 S. Nappanee St., Elkhart, Indiana. Gemeinhardt LLC manufactures musical instruments, such as flutes and piccolos. Its processes include milling, drilling, grinding, polishing, buffing, soldering, brazing, degreasing, vibratory finishing, assembling cleaning and packaging.

Gemeinhardt LLC has been a very cooperative and compliant facility; the Pretreatment group recommend this renewal.

Approved this 2nd day of March 2021.

Michael Machlan

Date

Chad Crabtree

Date

Jamie Arce

Date

Ronnie Davis

Date

Rose Rivera

Date



INDUSTRIAL WASTEWATER DISCHARGE PERMIT

Gemeinhardt LLC

**Permit No. 89-02
Gemeinhardt LLC**

**3302 S. Nappanee St.
Elkhart, Indiana 46517
(574) 295-5280**

**PUBLIC WORKS & UTILITIES ADMINISTRATION
1201 S. Nappanee Street
Elkhart, Indiana 46516**

Permit No. 89-02

In compliance with the provisions of the City of Elkhart Wastewater Utility Use Ordinance No. 5746, as amended.

Gemeinhardt LLC
3302 S. Nappanee St.
Elkhart, Indiana
(574) 295-5280

is hereby authorized to discharge industrial wastewater from the above identified facility and through the outfalls identified herein into the City of Elkhart sewer system in accordance with the conditions set forth in this permit. Compliance with this permit does not relieve the permittee of its obligation to comply with any or all applicable pretreatment regulations, standards or requirements under local, State, and Federal laws, including any such regulations, standards, requirements, or laws that may become effective during the term of this permit. Nothing in this permit shall be construed to relieve the permittee from liabilities and administrative, civil or criminal penalties resulting from noncompliance with this permit or the City of Elkhart Wastewater Utility Use Ordinance No. 5746, as amended.

Noncompliance with any term or condition of this permit shall constitute a violation of the City of Elkhart Wastewater Utility Use Ordinance No. 5746, as amended.

This permit incorporates the City of Elkhart Wastewater Utility Use Ordinance No. 5746, as amended and the City of Elkhart Enforcement Response Plan. Anything not covered specifically by this permit shall be referred to the City of Elkhart Wastewater Utility Use Ordinance No. 5746, as amended and the City of Elkhart Enforcement Response Plan. No exceptions will be implied and must be expressly stated.

EFFECTIVE DATE: March 2, 2021

EXPIRATION DATE: March 1, 2025

This permit is approved by the City of Elkhart Board of Public Works.

_____ Michael Machlan	_____ Date
_____ Chad Crabtree	_____ Date
_____ Jamie Arce	_____ Date
_____ Ronnie Davis	_____ Date
_____ Rose Rivera	_____ Date

PART I. FACILITY DESCRIPTION

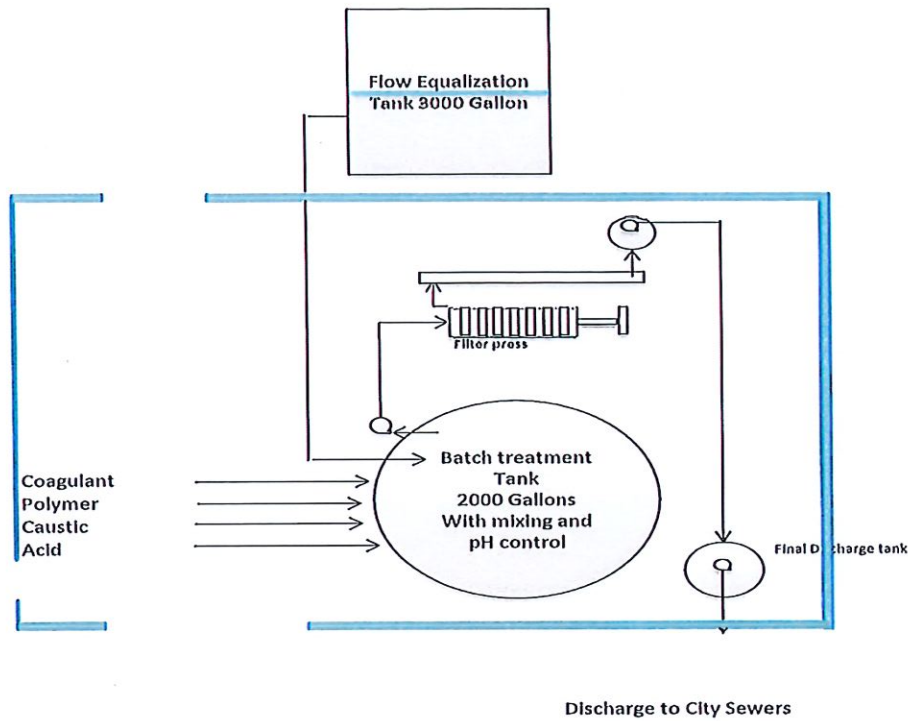
A. General Information

Gemeinhardt LLC is located at 3302 S. Nappanee St., Elkhart, Indiana and is subject to the National Categorical Pretreatment Standards for the Metal Finishing Point Source Category as listed in 40 CFR 433. More specifically, it is subject to Subpart A – Metal Finishing Subcategory, as a new source, therefore subject to Pretreatment Standards for New Sources (PSNS).

Gemeinhardt LLC manufactures musical instruments, such as flutes and piccolos.

B. Process Description

Gemeinhardt LLC processes includes milling, drilling, grinding, polishing, buffing, soldering, brazing, degreasing, vibratory finishing, assembling, cleaning and packaging.



Gemeinhardt Wastewater Treatment Plant

DAILY AVERAGE FLOW (GPD): 700 gpd
 Comprised of:

Table 1

	Maximum	Daily Average	Batch	Batch Frequency
Process Wastewater:	1,800		1	Quarterly
Contact Cooling Water:	0	0	0	N/A
Non-Contact Cooling Water	0	0	0	N/A
Water Treatment Backwash	0	0	0	N/A
Sanitary Wastewater	700	700	0	N/A
Boiler/A-C Water:	0	0	0	N/A
Boiler Water:	0	0	0	N/A

PART II. EFFLUENT LIMITATIONS & SELF MONITORING REQUIREMENTS

- A. During the period of **March 2, 2021 to March 1, 2025**, the permittee is authorized to discharge wastewater through the End of Process sampling location. Categorical End of Process Limits are listed in the following table. The permittee shall monitor at the End of Process sampling

location at the filter press filtrate discharge trough. This is process wastewater only, and is not combined with sanitary wastewater. This location is also an End of Pipe sampling location (discussed in Part II, Section C).

CATEGORICAL LIMITATIONS & MONITORING REQUIREMENTS
End of Process

Table 2

PARAMETER	FREQUENCY	SAMPLE TYPE	Categorical Limits	
			DAILY MAXIMUM (mg/L)	MONTHLY AVERAGE (mg/L)
pH	Bi-Annually	Grab	(max) 10.0 (min) 5.0 (S.U.)	
Cadmium	Bi-Annually	One day's composite	0.11	0.07
Chromium	Bi-Annually	One day's composite	2.77	1.71
Copper	Bi-Annually	One day's composite	3.38	2.07
Lead*	Bi-Annually	One day's composite	0.60	0.43
Nickel	Bi-Annually	One day's composite	3.98	2.38
Silver	Bi-Annually	One day's composite	0.43	0.24
Zinc	Bi-Annually	One day's composite	2.61	1.48
Mercury**	Bi-Annually	One day's composite	0.009	---
Cyanide (T)	Bi-Annually	Grab	1.20	0.65
TTO***	Bi-Annually	One day's composite	2.13	---

*Local limit is more stringent than the categorical limit therefore the local limit applies.

**Required by Ordinance No. 5746, as amended for End of Pipe only. END OF PIPE IS NOT READILY ACCESSIBLE DUE TO HIGH TRAFFIC ON SR 19. THEREFORE, MERCURY WILL BE MONITORED AT END OF PROCESS and listed limits apply.

***If you choose to certify, analyze once every 4 years at permit renewal, if not certifying, analyze bi-annually. Pesticides, herbicides and dioxin are not required at this time.

B. Monitoring Definitions.

For this application, the following will apply:

- i. The **sampling frequency** is defined as:

Table 3

Quarterly (4 times per year) means sampling once during:	1 st Quarter: January, February, March
	2 nd Quarter: April, May, June
	3 rd Quarter: July, August, September
	4 th Quarter: October, November, December
Bi-Annually (2 times per year) means sampling once during:	1 st Half: Jan, Feb, Mar, Apr, May, Jun
	2 nd Half: Jul, Aug, Sep, Oct, Nov, Dec
Bi-Monthly (6 times per year) means sampling once during:	(Jan, Feb) (Mar, Apr) (May, Jun) (Jul, Aug) (Sep, Oct) (Nov, Dec)

- ii. A **Grab sample** is defined as an individual sample collected over a period of time not to exceed 15 minutes.
- iii. A **composite sample** is defined as a minimum of four grab samples collected at equal intervals over a time greater than 15 minutes, collecting identical volumes, over the period of the discharge. Upon review, the Pretreatment Office may

increase the number of grab samples to be collected. The sample volume will depend on the number of analyses to be performed by the analytical laboratory. Alternative methods may be submitted for approval and must demonstrate to be representative of discharge.

- C. During the period of **February 2, 2021 to March 1, 2025**, the permittee is authorized to discharge wastewater to the City of Elkhart sewer system through the control manhole located at the southwest corner of the building, on SR 19. Gemeinhardt LLC is not required to sample at this location. Effluent at this location consists of process wastewater and sanitary wastewater combined. This control manhole is not readily accessible, due to high traffic on SR19. As a result the End of Pipe sampling location will be the End of Process sampling location (discussed in Part II, Section A).

END OF PIPE EFFLUENT SURCHARGE CONCENTRATIONS

Table 4

PARAMETER	SURCHARGE CONCENTRATION mg/L
Ammonia (NH ₃ -N)	>25 (surcharged)
cBOD ₅	>250 (surcharged)
Total Phosphorus	>11 (surcharged)
TSS	>250 (surcharged)

END OF PIPE EFFLUENT LIMITATIONS

Table 5

PARAMETER	Combined Wastestream Limits	
	DAILY MAXIMUM (mg/L)	MONTHLY AVERAGE (mg/L)
pH	(max) 10.0 (min) 5.0 (S.U.)	
Cadmium	0.08	0.05
Chromium	1.99	1.23
Copper	2.43	1.49
Lead*	0.43	0.31
Nickel	2.87	1.71
Silver	0.31	0.17
Zinc	1.88	1.07
Mercury**	0.009	----
Cyanide (T)	0.86	0.47
TTO***	1.53	----

*Local limit is more stringent than the categorical limit therefore the local limit applies.

**Required by Ordinance No. 5746, as amended for End of Pipe only. END OF PIPE IS NOT READILY ACCESSIBLE DUE TO HIGH TRAFFIC ON SR 19. THEREFORE, MERCURY WILL BE MONITORED AT END OF PROCESS and listed limits apply.

***If you choose to certify, analyze once every 4 years at permit renewal, if not certifying, analyze bi-annually. Pesticides, herbicides and dioxin are not required at this time.

Summary Sheet:



NAME: Gemeinhardt LLC

PERMIT NO: 89-02

EFFECTIVE DATE: March 2, 2021

EXPIRATION DATE: March 1, 2025

RENEWAL APPLICATION DUE DATE: August 5, 2024

CATEGORY: 433, Subpart A

ADDRESS: 3302 S. Nappanee St.

TELEPHONE: 574-295-5280

CONTACT: Rick Pirtle

TELEPHONE: 574-361-9836

**If this contact changes, immediate notification to Public Works & Utilities is required.*

Process Description

Gemeinhardt LLC processes includes milling, drilling, grinding, polishing, buffing, soldering, brazing, degreasing, vibratory finishing, assembling, cleaning and packaging

Pretreatment Facilities

Pretreatment includes precipitation by pH adjustment followed by filtration through filter press, flocculation, neutralization, particulate and carbon filters. The performance of the pretreatment process is tested with equipment located on site.

DAILY AVERAGE FLOW (GPD): 700

Comprised of:

	Maximum	Daily Average	Batch	Batch Frequency
Process Wastewater:	1,800	0	1,800	Quarterly
Contact Cooling Water:	0	0	0	N/A
Non-Contact Cooling Water	0	0	0	N/A
Water Treatment Backwash	0	0	0	N/A
Sanitary Wastewater	700	700	0	N/A
Boiler/A-C Water:	0	0	0	N/A
Boiler Water:	0	0	0	N/A

**PERMIT-MANDATED MONITORING REQUIREMENT:
MONITORING LOCATION: End of Process.**

**END OF PROCESS EFFLUENT CATEGORICAL LIMITATIONS
& MONITORING REQUIREMENTS**

PARAMETER	FREQUENCY*	SAMPLE TYPE	Categorical Limits	
			DAILY MAXIMUM (mg/L)	Monthly Average (mg/L)
pH	Bi-Annually	Grab	(max) 10.0	(min) 5.0 (S.U.)
Cadmium	Bi-Annually	One day's composite	0.11	0.07
Chromium	Bi-Annually	One day's composite	2.77	1.71
Copper	Bi-Annually	One day's composite	3.38	2.07
Lead*	Bi-Annually	One day's composite	0.60	0.43
Nickel	Bi-Annually	One day's composite	3.98	2.38
Silver	Bi-Annually	One day's composite	0.43	0.24
Zinc	Bi-Annually	One day's composite	2.61	1.48
Mercury*, **	Bi-Annually	One day's composite	0.009	---
Cyanide (T)	Bi-Annually	Grab	1.20	0.65
TTO***	Bi-Annually	One day's composite	2.13	---

* Local Limit more stringent than Categorical Limit

**Required by Ordinance

***If you choose to certify, analyze once every 4 years at permit renewal, if not certifying, analyze bi-annually. Pesticides, herbicides and dioxin are not required at this time.

END OF PIPE EFFLUENT SURCHARGE LEVELS

PARAMETER	SURCHARGE CONCENTRATION mg/L
TSS	>250 (surcharged)
cBOD ₅	>250 (surcharged)
Ammonia (NH ₃ -N)	>25 (surcharged)
Total Phosphorus	>11 (surcharged)

END OF PIPE EFFLUENT LIMITATIONS

PARAMETER	Combined Wastestream Limits	
	DAILY MAXIMUM (mg/L)	MONTHLY AVERAGE (mg/L)
pH	(max) 10.0	(min) 5.0 (S.U.)
Cadmium	0.08	0.05
Chromium	1.99	1.23
Copper	2.43	1.49
Lead*	0.43	0.31
Nickel	2.87	1.71
Silver	0.31	0.17
Zinc	1.88	1.07
Mercury**	0.009	----
Cyanide (T)	0.86	0.47
TTO***	1.53	----

*Local limit is more stringent than the categorical limit therefore the local limit applies.

**Required by Ordinance No. 5746, as amended for End of Pipe only. END OF PIPE IS NOT READILY ACCESSIBLE DUE TO HIGH TRAFFIC ON SR 19. THEREFORE, MERCURY WILL BE MONITORED AT END OF PROCESS and listed limits apply.

***If you choose to certify, analyze once every 4 years at permit renewal, if not certifying, analyze bi-annually. Pesticides, herbicides and dioxin are not required at this time.

Rod Roberson
Mayor

Richard Warfield
Department Head



Information Technology
131 Tyler Ave.
Elkhart, IN 46516
574.389.1939

Dear Board of Works Members,

I'd like to submit for approval the contract from the County of Elkhart for the construction and installation of a lateral to serve each connecting point. This installation will put the City of Elkhart in compliance with the Interlocal Cooperation Agreement signed by the City of Elkhart on August 3rd, 2020. The total cost of this installation is \$325,670. The funds will come from Public Works as discussed with Jamie Arce and Tory Irwin.

Included in the packet:

City of Elkhart DFNSA which is the Dark Fiber Subscription Agreement. The DFNSA is agreement allows the City of Elkhart access to Elkhart County's fiber.

City of Elkhart Segment Agreement allows the City of Elkhart access to segments of the Elkhart County's fiber.

Interlocal Cooperation Agreement is the agreement between the City of Elkhart and Elkhart County to provide the city of Elkhart access to Elkhart County's fiber using the City of Elkhart's conduits for the fiber runs.

Thank you

Richard Warfield

IT Department Head

City of Elkhart, Indiana

SEGMENT AGREEMENT
BETWEEN
THE COUNTY OF ELKHART, INDIANA
AND
CITY OF ELKHART, INDIANA

February, 9 2021

This Segment Agreement ("Segment Agreement") is made and entered into as of February 9, 2021 ("Effective Date") by and between the County of Elkhart, Indiana ("Grantor ") having an office at 117 N. Second Street, Goshen, IN 46526, and City of Elkhart, Indiana ("Subscriber") having an office at 229 S. 2nd St., Elkhart, IN 46516 (which are referred to in this Segment Agreement individually as "Party" and collectively as "Parties"); and, upon execution, it shall become part of the Dark Fiber Network Subscription Agreement between Grantor and Subscriber ("Subscription Agreement") effective on February 4, 2021.

WHEREAS, the Subscription Agreement sets forth the provisions for the long-term relationship between the Parties under which Grantor shall (i) grant to Subscriber a Subscription for particular Dark Fibers in the Cable System, subject to and upon the terms and conditions set forth in a Segment Agreement for each such Subscription and (ii) provide maintenance and repairs for the Subscriber Fibers;

WHEREAS, Subscriber desires to obtain a Subscription and maintenance and repairs for particular Dark Fibers in the Cable System as specified in this Segment Agreement; and

WHEREAS, Grantor desires to grant to Subscriber a Subscription and provide to Subscriber maintenance and repairs for particular Dark Fibers in the Cable System as specified in this Segment Agreement;

NOW, THEREFORE, in consideration of the mutual agreements herein, the Parties agree as follows:

Section 1 Definitions And Interpretation

In this Segment Agreement:

- a. Unless the context otherwise requires, a term that begins with an upper case letter has the meaning assigned to it in the sentence in which it first appears within quotation marks; and a term that begins with an upper case letter and is defined in the Subscription Agreement,

unless otherwise defined herein, has the meaning assigned to it in the Subscription Agreement.

- b. The rules of interpretation set forth in §1.2 (Interpretation) of the Subscription Agreement shall be applied.

Section 2 Grant Of A Subscription For The Specified Dark Fiber

Grantor, for the term specified in §3 of this Segment Agreement, hereby grants to Subscriber a non-exclusive Subscription for the Subscriber Fibers, which consist of two (2) Dark Fiber strands between and including the following Connecting Points:

City Hall	229 S. 2nd St.
Information Technology	131 Tyler St.
Lerner Theater	410 S. Main St.
Airport Admin	1211 County Road 6 W.
Airport Maintenance	2256 Airport Dr.
Airport Tower	1139 County Road 6 W.
Police DepartmentPol	175 Waterfall Dr.
Communications Center (911)	135 E. Franklin St.
Central Fire (Fire Station 1)	500 East St.
Central Garage	1909 W. Mishawaka
Fire Station 3	1612 W Mishawaka Rd
NYCRR Museum	721 S. Main
Probation	317 W. High St.
Fire Station 5	515 Simpson
Nibco Water Park	301 Nibco PKWY
Buildings & Grounds	1100 Mcdonald

Public Works	1201 S Nappanee St
Street Department	2421 17th St
Fire Station 4	1037 Oak St
Fire Station 6	1023 Osolo Rd
Mcnaughton Park	635 Arcade Ave

Section 3 Term Of This Segment Agreement

In accordance with the provisions of §7.2 of the Subscription Agreement (Term Of Each Segment Agreement), the term of this Segment Agreement shall commence from the Effective Date as that term is defined in the Subscription Agreement and shall continue for an Initial Term of Thirty-six (240) Months, and may continue for any number of subsequent twelve (120) month Renewal Terms.

Section 4 Connection And Network Subscription Fees

4.1 Connection Fee

The Connection Fee is Grantor's one-time charge for activation of Subscriber's access to the Subscriber Fibers specified in this Segment Agreement. The Connection Fee shall be Seventy-Four Thousand (\$74,000.00) dollars Subscriber shall pay the Connection Fee in accordance with Article 9 (Fees And Payment Terms) of the Subscription Agreement. Additional Connection Fees shall be due and payable in accordance with Attachment 1 for each Affiliate location provided services by Subscriber as such Affiliate location connections are made. Subscriber shall pay the additional Connection Fees in accordance with Article 9 (Fees and Payment Terms) of the Subscription Agreement.

4.2 Network Subscription Fee

The Network Subscription Fee is Grantor's ongoing charge for the Lateral and Subscriber Fibers specified in this Segment Agreement, including the Subscription and Maintenance as specified in Exhibit D (Maintenance Specifications) of the Subscription Agreement.

Subscriber shall pay the Network Subscription Fee in accordance with the provisions of Article 9 (Fees And Payment Terms) of the Subscription Agreement and as set forth below.

- a. Initial Term Network Subscription Fee. The Initial Term Network Subscription Fee is zero dollars (\$0.00), which shall be billed in installments according to the following schedule:

Monthly installations upon activation of Subscriber's access to the Subscriber Fibers	\$0.00
---	--------

- b. Renewal Term Network Subscription Fee. Grantor shall give Notice to Subscriber of the Network Subscription Fee for the first twelve (12) month Renewal Term at least sixty (60) days before expiration of the Initial Term and for each subsequent twelve (12) month Renewal Term at least sixty (60) days before expiration of the then-current Renewal Term.

4.3 Renewal Upon Expiration Of Initial Term Or Any Renewal Term

At least sixty (60) days before the expiration of the Initial Term or a subsequent Renewal Term, Grantor may send Subscriber an invoice for the Network Subscription Fee applicable to the next Renewal Term (a "Renewal Invoice") of this Segment Agreement. Grantor's sending the Renewal Invoice will constitute an offer to extend the Segment Agreement for the next Renewal Term, which offer may be accepted by Subscriber, in its sole discretion.

Subscriber's payment of the Network Subscription Fee in response to a Renewal Invoice on or before sixty (60) days after the date of the Renewal Invoice shall constitute Subscriber's acceptance of Grantor's offer to extend the Segment Agreement for the next Renewal Term.

Section 5 Construction And Installation Of Laterals

5.1 Applicability

The provisions set forth below in this §5 apply only to the extent that (a) Subscriber requires a Lateral from Subscriber's Premises to a particular Connecting Point; and (b) no suitable Lateral already exists from Subscriber's Premises to a particular Connecting Point.

5.2 Requirement For A Lateral

A Lateral meeting the specifications set forth below shall be required for each Connecting Point. Grantor will determine, in its sole discretion, whether the Lateral meets these specifications:

- a. Conduit material must be 2" High Density Polyethylene (HPDE).
- b. Conduit must be buried at a minimum of 30" deep.
- c. Copper-clad steel (CCS), 12 gauge tracer wire must be installed.
- d. 3/16" nylon pull rope must be installed within each conduit run that has a spacing of 1000' or less.
- e. A minimum 10' conduit tail to be left above ground within 5' of a Grantor-designated handhole.

5.3 Authority To Locate Lateral

- a. Subscriber shall, at its own expense, provide all rights-of-way, easements, permits, licenses, and any other necessary authorizations required to construct and install a Lateral to serve each Connecting Point.

- b. Without limiting the generality of the foregoing, any Required Rights that Grantor is required to obtain and maintain for the Network do not include any rights that Subscriber requires to cross a third party's property, right-of-way, or easement in order to construct and install the Lateral. Subscriber is solely responsible for cost of the placement of the Lateral and any other facilities needed to interconnect at the Connecting Point.
- c. To the extent Subscriber does not own the property on which the Lateral will be constructed, Subscriber shall provide evidence satisfactory to Grantor, in its sole discretion, that the placement of the Lateral is lawful and permitted by property owner.
- d. Subscriber grants to Grantor for no charge an irrevocable license to utilize all of Subscriber's rights specified in the foregoing paragraphs of this Section 5.3 for the purposes of:
 - (1) installing, maintaining, repairing, owning, and operating the Lateral for the duration of this Segment Agreement, and
 - (2) at its option and at its own expense, removing the Lateral or any part thereof at any time within ninety (90) days after termination of this Segment Agreement.

5.4 Construction And Installation Of Lateral

- a. Construction and installation of a Lateral to serve each Connecting Point shall be performed by Grantor at Three Hundred Twenty-Five Thousand Six Hundred Seventy Dollars (\$325,670.00) cost to Subscriber and shall include the following:
 - (1) Install 2" HDPE (High Density Polyethylene) from an existing Grantor handhole to building.
 - (2) Tie conduit into existing Grantor handhole.
 - (3) Core wall of building to install conduit and tie conduit into building.
 - (4) Install new SM (single mode) fiber cable from handhole into the building.
 - (5) Install a fiber panel at a demarcation point as indicated by Subscriber.
 - (6) Terminate the required number of strands of Grantor fiber.
 - (7) Splice the required number of fiber strands to Network at Connecting Point.
 - (8) Test and label terminated and spliced fiber strands.
- b. Grantor shall own the Lateral; and, except for the Subscription granted in Article 4 of the Subscription Agreement, Subscriber shall have no right, title, interest, security interest, or any other interest in any part of the Lateral.

Section 6 Connection Of Subscriber Fibers

Initial establishment and cutover of a Subscriber Fibers Segment and any subsequent connection services such as connection or disconnection of additional buildings or external network services, installation of a new distribution ring or concentrator in an already established Segment, rearrangement of existing service connections, and rearrangement of a ring or concentrator operation shall be deemed Subscriber-Requested Maintenance and subject to charges by Grantor in accordance with §8.2 (Subscriber-Requested Maintenance) of the Subscription Agreement.

Section 7 Segment Agreement Incorporated Into Subscription Agreement

This Segment Agreement, including all exhibits, attachments, and supplements referred to herein, are hereby incorporated into the Subscription Agreement between Grantor and Subscriber referred to in the first paragraph hereof, and all of which constitutes the entire agreement between the Parties with respect to the subject matter.

If there is a conflict between the provisions of the Subscription Agreement and the provisions of this Segment Agreement, this Segment Agreement will prevail over the conflicting provisions of the Subscription Agreement.

Section 8 Modifications And Amendments

This Segment Agreement shall not be modified or amended (including by custom, usage of trade, or course of dealing) except by a written instrument that specifically refers to this Segment Agreement and is signed by a duly authorized official of each Party.

Section 9 Governing Law

This Segment Agreement shall be construed, interpreted, and enforced in accord with the laws of the State of Indiana, without resort to conflict of law principles.

Section 10 Counterparts

This Segment Agreement may be executed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument. Any executed signature pages of each counterpart may be detached and affixed to a single counterpart, which single counterpart with multiple executed signature pages affixed thereto constitutes an original instrument.

This Segment Agreement may be duly executed and delivered by a Party by execution and Email delivery of a counterpart signature page. If delivery is made by Email, the executing Party shall promptly deliver the original executed counterpart page to the other Party, but this Segment Agreement shall be binding and enforceable against the Party that utilized Email delivery whether or not such Party subsequently delivers the executed original counterpart signature page.

IN WITNESS WHEREOF, the Parties have caused this Segment Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

COUNTY OF ELKHART, INDIANA

SUBSCRIBER

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

ATTACHMENT 1 – Additional Connection Fees for Each Affiliate Location

	Provided Service By Subscriber
City Hall	229 S. 2nd St.
Information Technology	131 Tyler St.
Lerner Theater	410 S. Main St.
Airport Admin	1211 County Road 6 W.
Airport Maintenance	2256 Airport Dr.
Airport Tower	1139 County Road 6 W.
Police DepartmentPol	175 Waterfall Dr.
Communications Center (911)	135 E. Franklin St.
Central Fire (Fire Station 1)	500 East St.
Central Garage	1909 W. Mishawaka
Fire Station 3	1612 W Mishawaka Rd
NYCRR Museum	721 S. Main
Probation	317 W. High St.
Fire Station 5	515 Simpson
Nibco Water Park	301 Nibco PKWY
Buildings & Grounds	1100 Mcdonald
Public Works	1201 S Nappanee St
Street Department	2421 17th St
Fire Station 4	1037 Oak St
Fire Station 6	1023 Osolo Rd

Mcnaughton Park

635 Arcade Ave

Total Installation Cost: \$325,670.00

Total Connection Fees: \$74,000.00