



City of Elkhart
Redevelopment Commission

AMENDED

AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
WEDNESDAY, NOVEMBER 20, 2024 at 4:00 P.M.

THIS MEETING WILL BE HELD IN-PERSON & ELECTRONICALLY VIA WEBEX

To join, go

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

enter **2318 381 6558** as the event number and RDC11SPEC as the event password.

To join by phone, call 1-415-655-0001, enter **2318 381 6558##**

*Press * 6 to unmute telephone*

Comments and questions may be submitted via the WebEx app during the meeting, or may be submitted to adam.fann@coei.org prior to the meeting.

1. Call to Order
2. New Business
 - a) Award Freight Street Demolition Contract
 - Approve proposal and award Demolition Contract to Pelley Excavating and appropriate \$48,551.00 from Downtown TIF
 - b) Woodland Crossing Use and Event Permits
 - Authorize BPW to process Woodland Crossing use and event permits
 - c) TIF Spending Plans
 - Approve 2025 Spending Plan
 - d) **Woodland Crossing Roof Replacement**
 - Appropriate funding for the Woodland Crossing improvements and appropriate \$27,503.06 from Special Fund #2560 (Woodland Crossing Operating Fund).
 - e) **Freight Street Asbestos Removal**
 -
3. Public Comment
4. Adjournment

RESOLUTION NO. 24-R-079

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA

Whereas, The Commission has purchased numerous parcels of property along Freight Street which require demolition services (the "Demolition Services"), and has received quotes from various contractors to provide such services; and

Whereas, the lowest and most responsive proposal was submitted by Pelley Excavating ("Pelley") at a cost of \$48,551.00 (the "Proposal"), in accordance with the form of Freight Street Property Demolition Contract attached hereto (the "Contract"); and

Whereas, the Commission has accepted the Proposal and reviewed the Contract and believes it is in the best interest of the City and its inhabitants that the Contract be approved and the funds appropriated to cover the cost.

NOW THEREFORE, BE IT RESOLVED:
ct to Backus.

1. The Commission hereby approves the Proposal and awards the Demolition Contract to Pelley Excavating.
2. The Commission approves the form and content of the Contract.
3. The Commission appropriates the sum of \$48,551.00 from the Downtown Allocation Area No. 1 Special Fund to cover the cost of the Demolition Services.
4. The Officers of the Commission are hereby authorized to do all acts and execute all agreements which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 20TH DAY OF
NOVEMBER 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary



FREIGHT STREET PROPERTY DEMOLITION
CONTRACT

This Agreement is made and entered into this ____ day of _____, 2024, by and between the **REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA**, (“CITY”), and **PELLEY EXCAVATING** (“CONTRACTOR”).

RECITALS:

WHEREAS, the CITY desires to arrange for the demolition of structures, pavements, and level grading of property located within the City of Elkhart at 117 Freight St. & 214 St. Joseph St.; Parcel No. 20-06-08-205-006.000-012, 20-06-08-205-007.000-012, 20-06-08-205-008.000-012, 20-06-08-205-009.000-012, 20-06-08-205-010.000-012, 20-06-08-205-012.000-012, 20-06-08-205-013.000-012229, 20-06-08-205-016.000-012, & 20-06-08-205-020.000-012 (“Premises”); and

WHEREAS, the CITY desires to retain the services of a competent contractor with the necessary equipment, expertise, and personnel to undertake the demolition of structures, pavements, and leveling of property; and

WHEREAS, CONTRACTOR represents that it has the requisite expertise and ability to complete this project and guarantees that CONTRACTOR is properly bonded and registered with the City of Elkhart and with the City of Elkhart’s Department of Building and Code Enforcement

NOW, THEREFORE, in consideration of the forgoing and of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. Scope of Services.

CONTRACTOR agrees to furnish the following services:

- A. Provide all necessary labor, materials, equipment, and funding related to demolition, permits, bonds, and licenses; and the coordination of any and all activities in conjunction with the demolition contract.
- B. Maintain a safe construction site and prevent any materials, structure, or excavation from becoming a hazard or an attractive nuisance throughout the duration of the demolition. This may include, but is not limited to, securing the site with an appropriate project fence, construction site screening, security personnel, and the installation of cameras. The duration period begins once the CONTRACTOR enters the property to begin demolition and does not end until the CITY has verified completion of the demolition.
- C. Take all reasonable and necessary steps to prevent damage to the right of way, adjacent properties, and minimize environmental impacts to the surrounding area. The CONTRACTOR is responsible for all damage prevention methods and activities, providing water for dust control, and installing and maintaining an appropriate construction entrance. Schedule an inspection with the Building Department prior to starting demolition.
- D. Properly maintain a site that does not permit soil and other debris to leave the property and introduce these items to the stormwater system. This may include, but is not limited to, the installation of a construction entrance, straw waddles, erosion control fence, and inlet protections.
- E. Provide maintenance of traffic plans, signs, and barricades, and obtain permits through the Department of Public Works where and when access to the public right-of-way will be limited.
- F. Verify by affidavit that all utilities have been vacated and isolated at the street level and all equipment removed, including but not limited to water, electric and gas, prior to the beginning of demolition. All utility vacations shall be in accordance with Indiana law, City of Elkhart requirements, the regulations of the utility, and any other applicable laws. CONTRACTOR is responsible for obtaining utility locates for the project prior to any construction activity.
- G. Demolition of the principal structure and all accessory structures located on the property. Such demolition shall include all walls, overhangs, basements, foundations, footings, fences, and pavements on the property.

- H. Demolition and backfilling of all wells, cisterns, meter pits, septic tanks, and drainage systems in accordance with this contract, Indiana Administrative Code, and Federal regulations.
- I. Clearing, grubbing, and stripping of the property. Removal and disposal of trees, stumps, limbs, brush, shrubs, and other vegetation. Removal and disposal of trunks, stumps, and roots, greater than one inch in diameter to a depth of twelve inches below grade. Removal and disposal of all remaining vegetative materials and any trash in preparation for topsoil and seed.
- J. Exposing water and sewer services on the property side of the sidewalk or public right-of-way, capped by a licensed plumber or other authorized professional, and inspected by the Department of Public Works prior to backfilling.
- K. Removal and proper disposal of all debris existing prior to and resulting from said demolition. All debris shall be delivered to an approved disposal facility licensed in accordance with state and/or local regulations, laws, and zoning.
- L. Backfilling of basements and depressions left by demolition with B borrow and compaction in accordance with INDOT 203.23. Final grading of site by placement of four (4) inches minimum topsoil in conformance with surrounding area and in a manner that prohibits ponding. CONTRACTOR shall contact the City of Elkhart Redevelopment Department for inspection prior to backfilling.
- M. Sowing of grass seed consisting of 50% Kentucky bluegrass, 35% creeping fescue and 15% turf type perennial ryegrass. Mulch for seeding shall consist of straw, excelsior mulch, excelsior blanket, paper mat, straw mat or wood cellulose fiber mulch. Maintain area until seventy (70) percent growth has been achieved. Sowing of permanent seed shall be done between 1st of April and 15th of October.
- N. CONTRACTOR shall notify the City of Elkhart Redevelopment Department that the work is complete and arrange for an inspection of the property.
- O. CONTRACTOR has forty-eight hours (48) hours to remove equipment from the site after final inspection by the City of Elkhart Redevelopment Department. Failure to remove the equipment or schedule inspection in a timely manner may result in the issuance of fines up to \$100 per day.

SECTION 2. Schedule.

Services described in Section 1 shall be commenced within fifteen (15) days after the date that the CITY's approval of this Agreement is communicated to CONTRACTOR ("Start Date"). All services and tasks associated therewith shall be completed by CONTRACTOR within sixty (60) days of the Start Date.

SECTION 3. Payment.

In consideration for the services rendered under this contract, the CITY agrees to pay CONTRACTOR the sum of **\$48,551.00** upon inspection and approval by the CITY. No payment shall be made until the CITY's inspection reveals that the work is entirely completed. An invoice must be submitted with the landfill receipts before the payment can be processed. No advance payments will be made.

SECTION 4. Penalty.

If CONTRACTOR fails to complete the work within the time specified, a penalty charge of one-half percent (1/2 %) of the contract price shall be assessed for each day the project remains uncompleted. Such charges may be set off by the CITY against any final payment otherwise due and owing under this contract. Additionally, in the event this Agreement is breached by CONTRACTOR, the CONTRACTOR shall be liable for any damages including, without limitation, additional costs, charges and expenses incurred by City in completion of the demolition attributable to the breach and any attorney fees and collection costs incurred by City in enforcing its rights and remedies hereunder.

SECTION 5. Indemnification.

CONTRACTOR represents and warrants that it is an independent contractor and agrees to indemnify and hold CITY harmless against any claim, loss, damages, or expense because of bodily injury, death, or property damage sustained by any person arising out of the performance of this Agreement, whether such injuries to persons or damage to property are due or claimed to be due to any negligence of CONTRACTOR, CITY, their agents, servants, or employees, or of any person.

SECTION 6. Assignment.

Neither this agreement nor any interest of CONTRACTOR herein may be assigned, sublet, or transferred to a third party without prior written consent of the CITY.

SECTION 7. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit based thereon must be brought in the Superior or Circuit Court of Elkhart County, Indiana.

SECTION 8. Compliance with State and Local Law.

CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations, and ordinances that are applicable at the time of CONTRACTOR'S services pursuant to this Agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference.

SECTION 9. E-Verify Compliance.

All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section. Pursuant to I.C. § 22-5-1.7 et seq., CONTRACTOR 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. CONTRACTOR is further required to execute an affidavit affirming that: (i) it is enrolled and is participating in the E-verify program, and (ii) does not knowingly employ any unauthorized aliens. In support of the affidavit, CONTRACTOR shall provide the CITY with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by CONTRACTOR and delivered to the CITY's authorized representative.

Should CONTRACTOR subcontract for the performance of any work under this Agreement, the CONTRACTOR shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) has enrolled and is participating in the E-verify program. CONTRACTOR shall maintain a copy of such certification for the duration of the term of any subcontract. CONTRACTOR shall also deliver a copy of the certification to the CITY within seven (7) days of the effective date of the subcontract.

If CONTRACTOR, or any subcontractor of CONTRACTOR, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the CONTRACTOR or subcontractor subsequently learns is an unauthorized alien, CONTRACTOR shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the CONTRACTOR or any subcontractor of CONTRACTOR fail to cure within the Cure Period, the CITY has the right to terminate this Agreement without consequence.

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

SECTION 10. Anti-Iran Investment Requirement.

CONTRACTOR certifies that it is not now engaged in investment activities in the County of Iran and it understands that providing a false certification could result in fines, penalties, and civil action against it.

SECTION 11. Supplement.

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

SECTION 12. Entire Agreement.

This Agreement constitutes the entire agreement of the parties, and, unless specified otherwise herein, no representations, inducement, promises, or prior agreements, oral or written between the parties, or made by any agent on behalf of the parties or otherwise, shall be of any force and effect.

SECTION 13. Authority.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

SECTION 14. Nondiscrimination.

CONTRACTOR shall not be in violation of Elkhart City Ordinance No. 4101, for the duration of this agreement. Should CONTRACTOR be in violation of any of the aforementioned provisions, such shall be considered a material breach of this agreement.

SECTION 15. Severability.

In the event that any portion of this Agreement is found to be invalid it shall be deemed severed and the remainder of this Agreement shall remain in full force and effect as if the severed portion did not exist.

SECTION 16. Commission Appropriation.

In the event funds for the payment of services pursuant to this Agreement are not appropriated by the Redevelopment Commission of the City of Elkhart, then, the CITY shall have the right to terminate this Agreement without penalty by giving prior written notice to CONTRACTOR.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorization as of the date first set forth above.

Sandra Schreiber, President

Dina Harris, Secretary

Signature of Contractor

Printed Name

Address

City, State, Zip



TITLE VI NOTICE

It is the public policy of the City of Elkhart to provide all of its citizen's equal opportunity for education, employment, access to public conveniences and accommodations and housing without regard to Race, Religion, Color, Sex, National Origin, Ancestry, or Disability.

The City of Elkhart adheres to equality in access as expressed by TITLE VI of the Civil Rights Act of 1964, as amended which states:

No person shall on the grounds of race, color, national origin, excluded from participation in, or be denied the benefits of, or otherwise be subjected to discrimination in any program, service or activity receiving Federal financial assistance.

This equality of opportunity also includes freedom from discrimination based on age, gender and disability.

For more information or to file a complaint contact the ADA/Title VI Coordinator for the City of Elkhart:

Title VI Coordinator
1201 S Nappanee St Elkhart, IN 46516
Email: titlevicoordinator@coei.org
Phone: (574) 293-2572
Fax: (574) 293-7658
TDD: (574) 389-0189

Acceptance by Contractor

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.

Signed _____

Printed Name _____

Dated _____

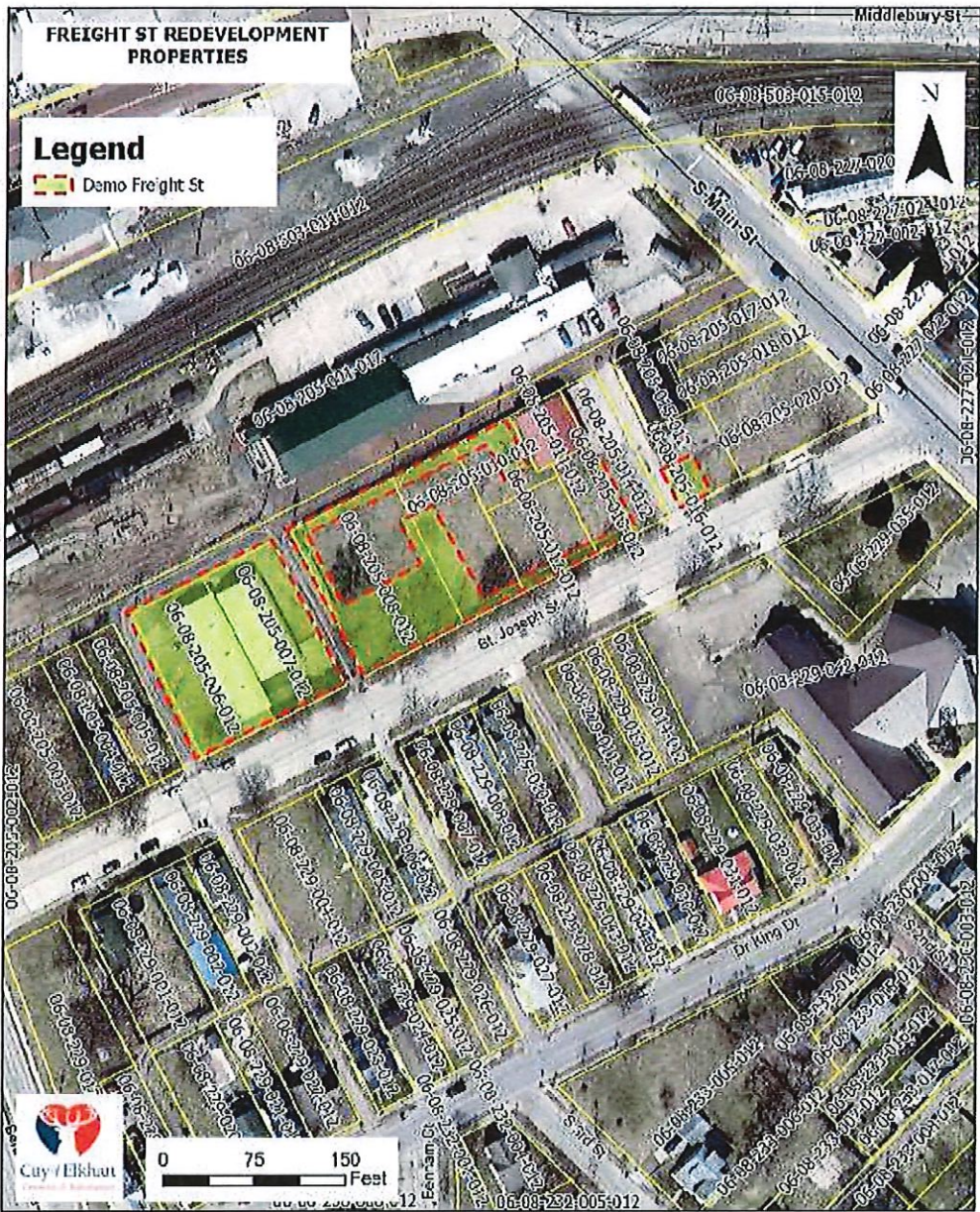
The City of Elkhart Title VI Policy may be accessed here:

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

SUPPLEMENTAL INFORMATION

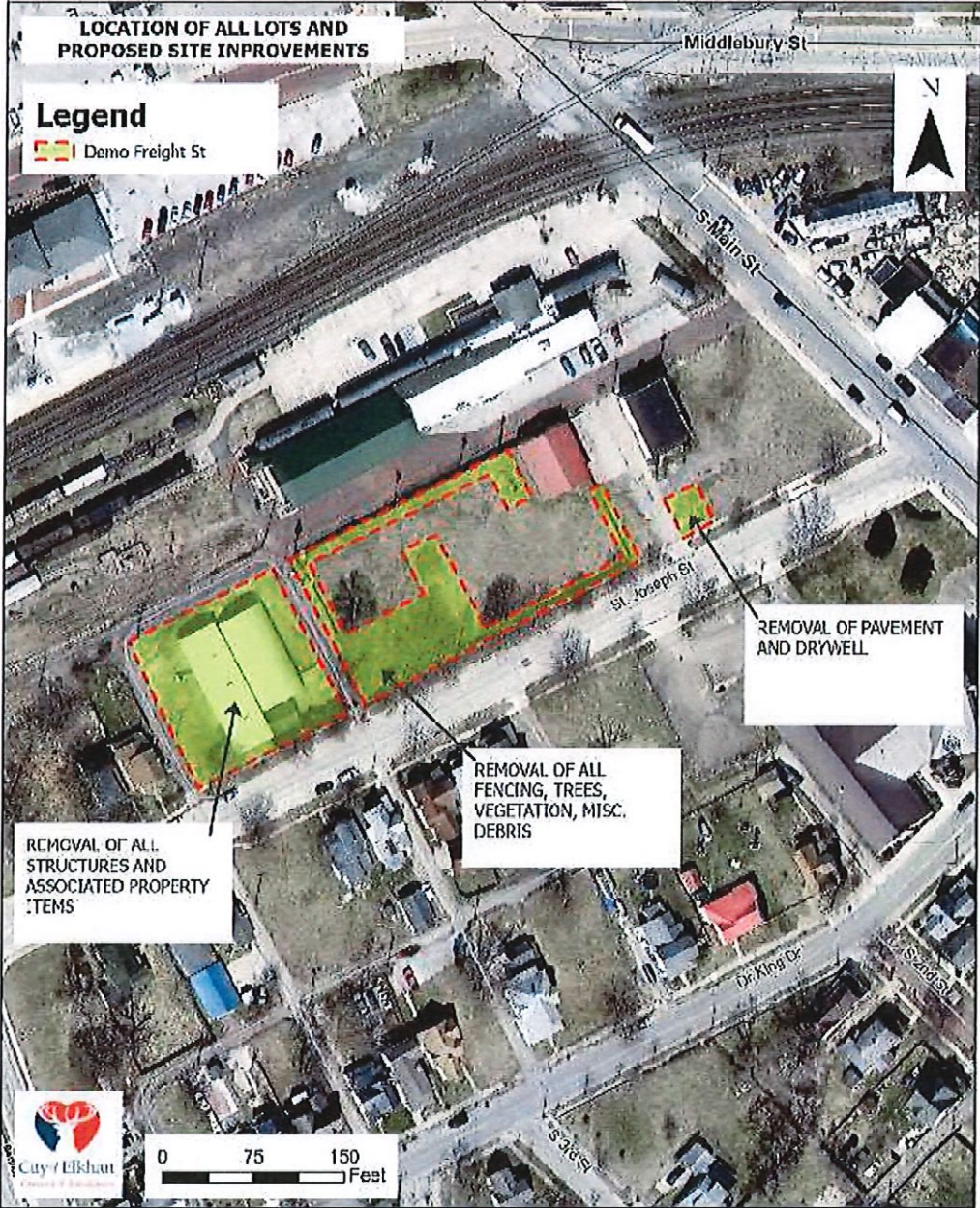
The following supplemental items are project specific.

1. Parcel Location & Numbers



This map is a graphic representation of the parcels shown in the City of Ekhart, Indiana. It is not intended to be used as a legal document. The information on this map is provided for informational purposes only and does not constitute a warranty or representation of any kind. The City of Ekhart, Indiana, and its officials do not assume any liability for any errors or omissions on this map. For more information, please contact the City of Ekhart, Indiana, at (317) 335-3100.

2. Demolition Boundaries



This map is a computer-generated map of the City of Elkhan, Oregon. It is not intended to be used as a legal document. The City of Elkhan is not responsible for any errors or omissions in this map. The City of Elkhan is not responsible for any damages or losses resulting from the use of this map. The City of Elkhan is not responsible for any claims or liabilities arising from the use of this map. The City of Elkhan is not responsible for any claims or liabilities arising from the use of this map.

RESOLUTION NO. 24-R-

080

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, AUTHORIZING BPW TO PROCESS
WOODLAND CROSSING USE AND EVENT PERMITS

Whereas, The Commission owns Lots 1,3 5 and 6 in the recorded plat of Woodland Crossing in the City of Elkhart, (the "Real Estate") and has received various special event proposals for the site and believes such special use and event requests are best handled through the City Board of Public Works ("BPW"); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants to direct that all special use and event requests for the Real Estate be submitted to and processed by, and all use and event permits issued by and through BPW in accordance with its normal processes.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission authorizes the Board of Public Works and its staff to receive, review and process all special use and event requests for the Real Estate and issue all permits thereon it deems necessary and appropriate.
2. The Commission reserves the right to terminate the authorization, upon prior notice to BPW, at any time it determines, in its sole discretion, that other procedures are necessary.
3. The Officers and staff of the Commission are authorized and directed to do all acts they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 20th DAY OF NOVEMBER 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

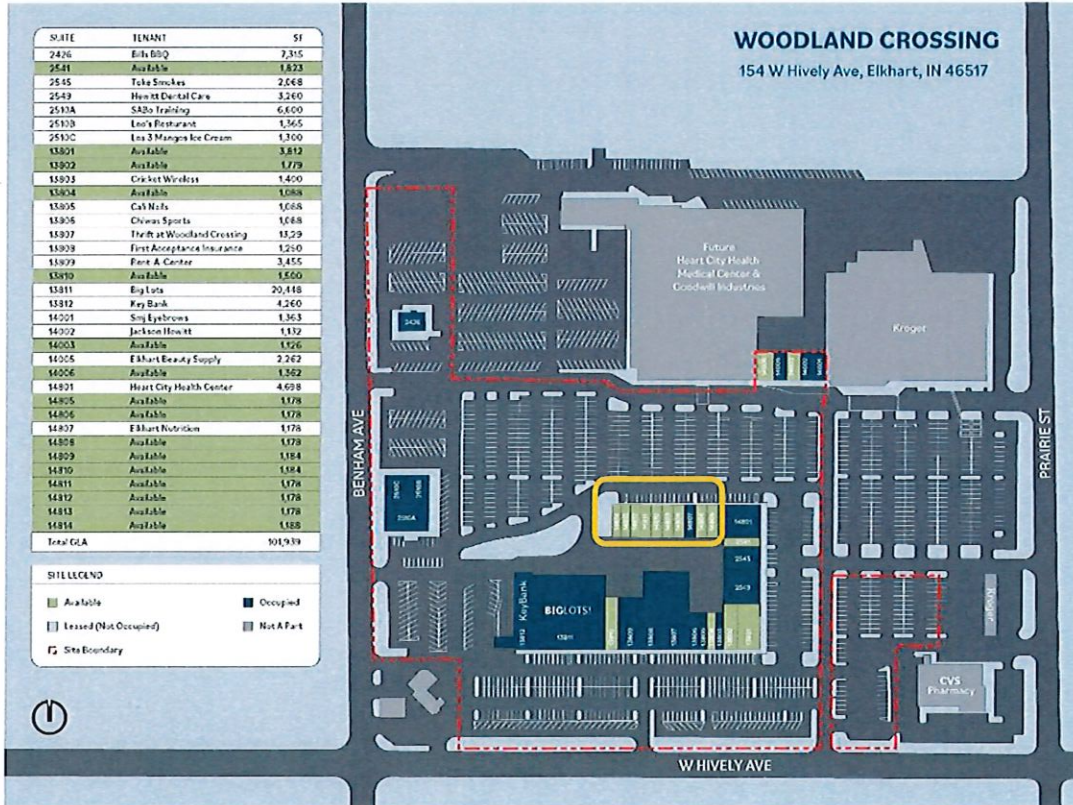


Members of the Redevelopment Commission:

The "Winter Wonderland at Woodland Crossing" is a two-day vendor market planned for December 14-15, 2024, designed to boost exposure of the City's Woodland Crossing development in Elkhart. The event aims to support small businesses by offering vendor opportunities, especially for local retail, and to create a memorable experience for visitors, encouraging future visits to the area.

This represents the first of a series of similar events at this location that could be organized by the City or outside partners (nonprofits, Chamber, etc...) The Board of Works currently has an established process for vetting events and coordinating municipal resources needed to support events. We are requesting that the Commission authorize the Board of Public Works to lease out, prepare, and manage Woodland Crossing site event permits for this and future event requests.

The market is being accomplished with the guidance of Neighborhood Evolution, one of the parties contracted with the City to develop that area. Neighborhood Evolution is a development consulting group deeply committed to giving locals what they need to take action. Their strategic framework relies on an incremental development strategic approach. Incremental development refers to a gradual approach to building out a project or area in smaller, manageable stages rather than attempting an immediate large-scale transformation.





For Woodland Crossing, this approach means utilizing events like this pop-up to progressively introduce and popularize the space while testing different aspects of the market and community interest. Small initiatives like vendor-based events can establish a foundational presence, allowing the community to grow accustomed to the development and become invested in its progress over time.

In Elkhart, this incremental approach aligns with broader economic development goals by fostering an adaptive, community-centered strategy. Small, recurring events can help balance growth by providing immediate economic benefits to local vendors and drawing visitors. Over time, these incremental steps can build into a larger narrative of revitalization and diversification, ultimately making the area more resilient and less dependent on any single industry. Referencing the image above, activity will occur in spaces 14805 & 14806, and then 14808- 14814. We have the capacity to accommodate 18-36 vendors. Additionally, our intent is to bring 2-3 food trucks to be parked outside in the designated area. It is our intent to close off traffic via barriers in the paved area circled in yellow for safety and convenience of the vendors and visitors. Thank you very much for your consideration as we look to activate and bring energy to this space.

Joshua Hofer

Assistant Director of Economic Development

201 S 2nd Street
Elkhart, IN 46516
Phone: (574) 612-0418
joshua.hofer@coei.org



WINTER WONDERLAND
at WOODLAND CROSSING
FASHION FOOD CRAFTS LASTMINUTE GIFTS

DECEMBER 2024
14 & 15
11:00am-6:00pm 1:00pm-5:00pm

POD MARKET UP

Woodland Crossing
154 W. Hively Ave.
Elkhart, Indiana

Register to be a Vendor:

RESOLUTION NO. 24-R-078

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING 2025 SPENDING PLAN

Whereas, The Commission is required to approve and submit to the DLGF by December 1 of each year an annual spending plan for the upcoming year; and

Whereas, the Commission has received and reviewed the proposed spending plan for calendar year 2025, a copy of which is attached hereto (the "2025 Spending Plan"); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the 2025 Spending Plan be approved.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the 2025 Spending Plan attached hereto.
2. The Officers of the Commission are hereby authorized to cause this Plan to be filed with the DLGF and do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 20TH DAY OF NOVEMBER 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

Exhibit 'A'

2025 Spending Plan By Allocation Area and Major Category

Fund #	Fund Name	Personnel		Other Services		Other		Total
		Services	Supplies	& Charges	Capital Outlay	Financing Uses		
4445	DOWNTOWN URBAN RENEWAL AREA	\$ 29,610	\$ 6,428	\$ 2,170,045	\$ 2,000,000	\$ -	\$ -	\$ 4,206,083
4446	PIERRE MORAN REDEVELOPMENT PROJECT					\$ 522,180		\$ 522,180
4447	SOUTHWEST INDUSTRIAL E.D.A.					\$ 1,695,350		\$ 1,695,350
4448	ELKHART AEROPLEX BUSINESS PARK E.D.A.	\$ 4,935	\$ 1,072	\$ 325,000	\$ 300,000	\$ -	\$ -	\$ 631,007
4449	STERLING EAST REDEVELOPMENT AREA					\$ 488,400		\$ 488,400
4450	CASSOPOLIS STREET CORRIDOR E.D.A.	\$ 29,610	\$ 6,428	\$ 250,000	\$ 4,100,000	\$ -	\$ -	\$ 4,386,038
4451	TECHNOLOGY PARK REDEVELOPMENT AREA	\$ 4,935	\$ 1,071	\$ 95,000	\$ 215,000	\$ -	\$ -	\$ 316,006
4452	SOUTH MAIN STREET GATEWAY E.D.A.					\$ 637,520		\$ 637,520
4453	CONSOLIDATED SOUTH ELKHART E.D.A.	\$ 29,610	\$ 6,428	\$ 670,000	\$ 2,250,000	\$ -	\$ -	\$ 2,956,038

RESOLUTION NO. 24-R-081

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA,
APPROPRIATING FUNDING FOR THE WOODLAND IMPROVEMENTS

Whereas, The Commission is working with the Board of Public Works (BPW) to replace the roof at the Woodland Crossing Shopping Center (the "Project"), BPW has approved a change order on the project and has requested the Commission appropriate an additional \$27,503.06 to cover the cost of the additional work; and

Whereas, the Commission believes it is in the best interest of the City, the Area, and the inhabitants to approve and provide the funding for the Project.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the requested funding.
2. The Commission requests the Board of Public Works enter into all contracts and take all actions necessary to supervise and complete the Project on its behalf.
3. The Commission appropriates the sum of \$27,503.06 from Special Fund #2560, titled the Woodland Crossing Operating Fund, to cover the cost of the Project, with any unused funds to be returned to the appropriate account.
4. The Officers of the Commission are hereby authorized to do all acts which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 20TH DAY OF NOVEMBER 2024.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Dina Harris, Secretary

CITY OF ELKHART

PUBLIC WORKS & UTILITIES

Change Order No. One
Dated November 6, 2024

Project: Woodland Crossing Roof Replacement Contract No. 24-15

To: Landmark Roofing LL
Contractor

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

By [Signature] City of Elkhart
President, Board of Public Works

Dated 10/31/2024 11-6-24

Nature of Changes

Upgrade insulation to R-35 only on 138 W Hively Ste 11 (former Blg Lots)
TOTAL \$ 68,625.00

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

Original Contract Price	<u>\$ 398,878.06</u>
Contract Price Prior to this Change Order	<u>\$ 398,878.06</u>
Net change resulting from this Change Order	<u>\$ 68,625.00</u>
Current Contract Price Including this Change Order	<u>\$ 467,503.06</u> <i>467,503.06</i>
Current Contract Price % Change from Original Price	<u>17.20%</u>
Contract Time prior to this Change Order	<u>79 days</u> (Days or Time)
Net Time change resulting from this Change Order	<u>0 days</u>
Current Contract Time Including this Change Order	<u>90 days</u> (Days or Time)

The above changes are approved:

[Signature] Elkhart Redevelopment Commission
BY: Michael Huber, Director of Development Services-City of Elkhart
10/31/2024
DATE

The above changes are accepted:

By: _____
Contractor

DATE

November 6, 2024

Memorandum

DATE	11/6/24
APPROVED BY CITY OF ELKHART BOARD OF PUBLIC WORKS	
	<i>Andy Jones</i>
	<i>Mark Hill</i>
	<i>Mark E. Wood</i>
	<i>Pon Dault</i>

To:
Board of Public Works

From: *M/K*
Mary K Kaczka,
Assistant Director
Community
Development

Re:
Woodland Crossing Roof
Replacement
Change Order #1

Change Order #1 for Bid # 24-15, Woodland Crossing Roof Replacement Contract is adding roof insulation to increase R value to R-35 which will provide flexibility in the remodeling of the space (former Big Lots).

The total increase in the contract price due to the Change Order is \$ 68,625.00 which is 17.20% of the original contract price of \$ 398,878.06.

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

Approve Change Order #1 for Bid # 24-15, Woodland Crossing Roof Replacement Contract increasing the contract value by \$ 68,625.00, resulting in a contract price of \$ 476,503.06--

467,503.06

City of Elkhart

Tel 574.294.5471 x1062

201 S. 2nd Street
Elkhart, IN 46516

elkhartindiana.org
mary.kaczka@coei.org



Memo

To: Redevelopment Commission Members
From: Jacob Wolgamood
Date: 11/18/2024
Re: Freight Street Asbestos Removal

Development Services is requesting permission to contract with A&G Environmental Services (A&G) for the purpose of remediating asbestos materials from city-owned properties.

Development Services staff contacted A&G to perform an inspection and evaluation at 117 Freight St. and 214 St. Joseph St. prior to building demolition which resulted in the discovery of items containing asbestos. The asbestos containing items must be removed and disposed of separately prior to demolition. A&G is equipped to facilitate the required removal and disposal.

We are requesting the Redevelopment Commission allow Development Services to contract with A&G Environmental Services for the removal and disposal of asbestos containing items at city-owned properties.