CITY OF ELKHART
BOARD OF PUBLIC WORKS MEETING
AGENDA
Common Council Chambers
9:00 A.M., Tuesday, August 17, 2021
https://coei.webex.com/coei/j.php?MTID=mf67e97762a30d6994414ca0bd461696c
Join by phone: 1-415-655-0001
Meeting Number (access code): 180 567 9310 Meeting password: BOW21

I. Roll Call
II. Approve Agenda
III. Claims
IV. Minutes: Regular Meeting August 3, 2021
V. Engineering
   a.) Utility
      ▪ Declaration of Emergency West Lexington & Bypass Road Sinkhole
      ▪ Change Order #2 N Main St. Water Replacement Project Bid #21-03
      ▪ Request Quote #21-15 2010 Superior Street Sewer Repairs
      ▪ Award Bid #21-15 Elkhart Riverwalk Boardwalk
   b.) Right-of-Way
      ▪ Request Quote # 21-12 Almac Court Drainage
      ▪ Request Quote #21-13 Central Green Stage ADA Path
      ▪ Request Quote #21-14 CR 17 Guardrail Project
   c.) Summary
      ▪ Revocable Permits
      ▪ Water Assessment Application
      ▪ Release of Bond
      ▪ Driveway Permit

VI. Utilities
    a.) Administration
       ▪ Water Utility MRO July 2021
    b.) Environmental Compliance
       ▪ Notice of Violation 25% Rule Happy North Garden 2900 Cassopolis St. (F2019-0033)
       ▪ Permit Renewal: Dexstar Wheel Company Permit #85-21
       ▪ Permit Renewal: Liftco Inc. Permit #2005-01
       ▪ Permit Renewal: Atlas Chem-Milling Permit #85-16
       ▪ FOG Variance Request Don Jose’s Mexican Grill and Cantina
VII. New Business
   - Interpreter Contract for Elkhart City Court
   - Perpetual Easement Bristol St. and Cassopolis St.
   - Contract Agreement with Federated Media
   - Contract Agreement with La Raza Radio Station
   - Contract Agreement with ABC57/CW
   - Contract Agreement with Burkhart Advertising
   - Ratify Contract with Urban3

VIII. Use and Event Permits
   - Minority Health Coalition Health Fair & Back2School 8/21- Temporary Street Closure, Special Exception from Noise, ESS, EMS, Trash Cans, Tables, Plaza Sign, Public Assembly
   - Grogg Birthday Party 8/28- Special Exception from Noise
   - Salvation Army Neighborhood Fiesta 8/22- Temporary Street Closure, Public Assembly, Special Exception from Noise
   - NYCRR Museum Rockin' on the Rails 9/18- Portable Stage, Trailer, Plaza Sign, Public Assembly, Special Exception from Noise
   - Trivia Night Central Green Park 10/7- Fencing, Public Assembly, Special Exception from Noise
   - Modrell Block Party 9/18- Temporary Street Closure, Special Exception from Noise
   - Yoga on the Green 9/13, 9/20, 9/27, 10/4- Public Assembly, Central Green Stage, Plaza Sign
   - Boneheads Backyard Bash 8/28 Special Exception from Noise
   - Abarca Birthday Party 9/11- Special Exception from Noise
   - Labor Day Parade 9/6- ESS, Platform, Mic, Speakers, Risers, Street Closures, Plaza Sign, Electric, Special Exception from Noise, Parade and Public Assembly
   - DAV Corn & Sausage Roast 9/28- Special Exception from Noise

IX. Public Participation
X. Adjournment
Board of Public Works
CLAIM AND ALLOWANCE DOCKET

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

August 12th, 2021
JAMIE ARCE - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF $3,230,885.90, AS LISTED ON THE REGISTER ATTACHED HERETO CONSISTING OF 114 PAGES, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 17TH DAY OF AUGUST 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

City of Elkhart
Controller's Office
**Board of Public Works**

**Accounts Payable Summary**

**August 17, 2021**

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

<table>
<thead>
<tr>
<th>Fund</th>
<th>Vendor</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>607</td>
<td>BARNES &amp; THORNBURG</td>
<td>SEWAGE WORKS REFUNDING BOND</td>
<td>59,220.11</td>
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<tr>
<td>444</td>
<td>BORDEN WASTE-AWAY</td>
<td>AUGUST TRASH SERVICE</td>
<td>184,158.09</td>
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<tr>
<td>202</td>
<td>RIETH-RILEY CONSTRUCTION</td>
<td>ASPHALT</td>
<td>26,543.64</td>
</tr>
<tr>
<td>202/201</td>
<td>RIETH-RILEY CONSTRUCTION</td>
<td>ASPHALT</td>
<td>27,131.47</td>
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<tr>
<td>482</td>
<td>U.S. BANK</td>
<td>REDEVELOPMENT BOND PAYMENT 2021</td>
<td>143,784.38</td>
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<tr>
<td>608</td>
<td>DLZ INDiana</td>
<td>OAKLAND AVE TANK</td>
<td>157,081.00</td>
</tr>
<tr>
<td>608</td>
<td>DONOHUE &amp; ASSOC</td>
<td>WWTP UPGRADE</td>
<td>33,649.03</td>
</tr>
<tr>
<td>101</td>
<td>INSIGHT STRATEGIC CONCEPTS</td>
<td>PROFESSIONAL SVC FOR 2040 PLAN</td>
<td>41,963.65</td>
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<tr>
<td>402</td>
<td>NETWORK SOLUTIONS</td>
<td>SWITCH UPGRADES</td>
<td>69,272.57</td>
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<tr>
<td>402</td>
<td>RICOH</td>
<td>RANSOMWARE SOFTWARE</td>
<td>39,000.00</td>
</tr>
</tbody>
</table>

Total Claims over $25,000: **772,803.95**

Regular Claims under $25,000: **454,389.16**

Total Regular Departmental Claims: **1,227,193.11**

**Pre-Approved Claims Over $25,000 each:**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Vendor</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>526</td>
<td>HEALTH RESOURCES</td>
<td>DENTAL/VISION AUGUST 2021</td>
<td>30,916.99</td>
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<tr>
<td>705</td>
<td>ONB BENEFITS</td>
<td>WORK COMP CLAIMS JULY 2021</td>
<td>46,157.96</td>
</tr>
<tr>
<td>526</td>
<td>RELIANCE STANDARD INSURANCE</td>
<td>LIFE INS PREMIUM MAY-JUL 2021</td>
<td>82,030.40</td>
</tr>
</tbody>
</table>

Total Pre-Approved over $25,000: **159,105.35**

Regular Claims under $25,000: **162,189.03**

Total Pre-Approved Claims: **321,294.38**

**Payroll and Pension Payments:**

**Fire & Police Pension**

Bi-weekly Payroll 8.6.2021 1,682,398.41

Total Payroll: **1,682,398.41**

Total All Claims, Internal Payments, and Payroll: **$3,230,885.90**

(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
August 17, 2021

<table>
<thead>
<tr>
<th>Fund</th>
<th>Vendor</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
</table>

Total Pending Claims

City of Elkhart
Controller's Office

8/12/2021
Vice-President Chad Crabtree called a regular meeting of the Board of Public Works to order at 9:00 a.m., Tuesday, August 3, 2021. The Clerk of the Board Nancy Wilson called the roll. Rose Rivera, Chad Crabtree and Ron Davis attended in person. Tim Reecer, proxy, attended in person. Mike Machlan and Jamie Arce were absent. Chad noted it was after 9:00 a.m. and no more bids or quotes would be accepted.

1. Approve Agenda

A motion was made by Ron Davis and seconded by Rose Rivera to approve the agenda. On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the agenda was amended by adding the transfer of City property to the end of New Business. The amended agenda carried 4-0.

2. Open Bids & Quotes

   #21-18 DeCamp Avenue Sewer Extension
   Proof of publication was presented which appeared in The Elkhart Truth on July 17 and July 24, 2021. The following bids were received:
   - Rieth-Riley submitted a signed and certified bid summary form with all items checked. The base bid was $222,877.60.
   - John Boettcher Sewer & Excavating submitted a signed and certified bid summary form with all items checked. The base bid was $207,165.80.
   - Milestone Contractors submitted a signed and certified bid summary form with all items checked. The base bid was $209,600.00.
   - Selge Construction submitted a signed and certified bid summary form with all items checked. The base bid was $221,017.05.
   - Niblock Excavating submitted a signed and certified bid summary form with all items checked. The base bid was $157,201.00.
   - HRP Construction submitted a signed and certified bid summary form with all items checked. The base bid was $198,000.00.

   On motion by Ron Davis, seconded by Rose Rivera and unanimously carried, the Board referred the bids to the staff of Public Works and Utilities for their review and recommendation at the end of the meeting.

   #21-22 McPherson Street Water Extension
   Proof of publication was presented which appeared in The Elkhart Truth on July 17 and July 24, 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 $193,347.08.
   - Milestone Contractors submitted a signed and certified bid summary form with all items checked. The base bid was $256,000.00.
   - Niblock Excavating submitted a signed and certified bid summary form with all items checked. The base bid was $165,561.75.
   - HRP Construction submitted a signed and certified bid summary form with all items checked. The base bid was $198,000.00.

   On motion by Rose Rivera, seconded by Ron Davis and unanimously carried, the Board referred the bids to the staff of Public Works and Utilities for their review and recommendation at the end of the meeting.

   #21-23 S. 6th Street Sewer Extension
   Proof of publication was presented which appeared in The Elkhart Truth on
BOARD OF PUBLIC WORKS
Tuesday, August 3, 2021

July 17 and July 24, 2021. The following bids were received:

Rieth-Riley submitted a signed and certified bid summary form with all items checked. The base bid was $183,890.60.

John Boettcher Sewer & Excavating submitted a signed and certified bid summary form with all items checked. The base bid was $188,076.65.

Milestone Contractors submitted a signed and certified bid summary form with all items checked. The base bid was $189,700.00.

Selge Construction submitted a signed and certified bid summary form with all items checked. The base bid was $213,719.45.

Niblock Excavating submitted a signed and certified bid summary form with all items checked. The base bid was $147,143.10.

HRP Construction submitted a signed and certified bid summary form with all items checked. The base bid was $183,000.00.

On motion by Ron Davis, seconded by Rose Rivera and unanimously carried, the Board referred the bids to the staff of Public Works and Utilities for their review and recommendation at the end of the meeting.

#21-28 Demolition of 1101 Taylor Street

Proof of publication was presented which appeared in The Elkhart Truth on July 10 and July 17, 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 $11,869.15.

AML Services submitted a signed and certified bid summary form with all items checked. The base bid was $9,450.00.

Cross Excavating & Demolition submitted a signed and certified bid summary form with all items checked. The base bid was $6,854.40.

Pelley Excavating submitted a signed and certified bid summary form with all items checked. The base bid was $6,993.00.

On motion by Rose Rivera, seconded by Ron Davis and unanimously carried, the Board referred the bids to the staff of Planning and Development for their review and recommendation at the end of the meeting.

#21-29 Demolition of 412 North Third Street

Proof of publication was presented which appeared in The Elkhart Truth on July 10 and July 17, 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 $15,572.48.

AML Services submitted a signed and certified bid summary form with all items checked. The base bid was $15,985.00.

Cross Excavating & Demolition submitted a signed and certified bid summary form with all items checked. The base bid was $10,400.00.

Pelley Excavating submitted a signed and certified bid summary form with all items checked. The base bid was $9,740.00.

On motion by Ron Davis, seconded by Rose Rivera and unanimously carried, the Board referred the bids to the staff of Planning and Development for their review and recommendation at the end of the meeting.
3. Claims
   On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board approved the Claim and Allowance Docket in the amount of $5,179,149.86 consisting of 126 pages as prepared on July 30, 2021 at 12:05 p.m.

4. Minutes Regular Meeting July 20, 2021
   On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the minutes from July 20, 2021 were adopted.

5. Tabled Item 2109 W. Indiana Sewer Insurance Claim
   On motion by Rose Rivera, seconded by Ron Davis and carried, the 2109 W. Indiana Sewer Insurance claim was taken off the table. A motion was made by Rose Rivera to approve the replacement of solely the sidewalk that was removed at 2109 W. Indiana Avenue during the sewer insurance. There was no second to the motion and the motion failed. A motion was made by Ron Davis to replace the whole sidewalk at 2109 W. Indiana Avenue. There was no second to the motion and the motion failed.

6. Engineering
   (A.) Right-of-Way
   Award Quote #21-10 Wolf Avenue Curb Ramps Project
   On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board awarded the Wolf Avenue Curb Ramps Project Quote #21-10 to Reith-Riley Construction Co., Inc. who was the lowest, responsive and responsible bidder with a contract price of $19,379.92.

   (B.) Administration
   Award Bid #21-13 Wastewater Treatment Plant Capacity Upgrades Phase II
   On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board awarded Bid #21-13 Wastewater Treatment Plant Capacity Upgrades Phase II to Bowen Engineering Corporation as the lowest, responsive, and responsible bidder for a contract price of $27,356,000.00.

7. Utilities
   (A.) Administration
   Wastewater Treatment Plant MRO for June 2021
   On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board accepted and placed on file the Wastewater Treatment Plant MRO for June 2021.

   Request Quote #21-11 CR 17 Meter Pit Installation
   On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board approved the request to quote #21-11 CR 17 Meter Pit Installation. Tim Reecer explained the project timeline.

   (B.) Utility Financials
   Second Quarter Utility Financials
   On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board approved the second quarter Utility Financials. Nicolette Kershner gave an overview of the report and pointed out some highlights.

   (C.) Environmental Compliance
   Notice of Violation Failure to Submit Renewal FOG application as Required- 7-Eleven #40508 28054 CR 4 (F2018-034)
A motion was made by Rose Rivera and seconded by Ron Davis to approve a Notice of Violation Failure to Submit Renewal FOG application as Required 7-Eleven #40505 28054 CR 4 and assess a penalty of $125.00. Megan Kolaczyk explained the violation to the Board. The FSE was not present. They did respond to the violation and the application has been submitted. Chad called for the vote and the motion carried 4-0.

**Notice of Violation Failure to Submit Renewal FOG application as Required- 7-Eleven #40505 2961 Moose Trail (F2018-033)**

A motion was made by Rose Rivera and seconded by Ron Davis to approve a Notice of Violation Failure to Submit Renewal FOG application as Required 7-Eleven #40505 2961 Moose Trail and assess a penalty of $125.00. Megan Kolaczyk explained the violation to the Board. The FSE was not present. They did respond to the violation and the application has been submitted. Chad called for the vote and the motion carried 4-0.

**Notice of Violation with Compliance Order: Permit #2009-01 Earthmovers Landfill, LLC**

A motion was made by Rose Rivera and seconded by Ron Davis to approve a Notice of Violation with Compliance Order permit #2009-01 Earthmovers Landfill LLC and assess a penalty of $150.00. Lynn Brabec explained the violation to the Board. The Permit holder was not present. Chad called for the vote and the motion carried 4-0.

8. **New Business**

**BOW Resolution #21-R-15 Accepting the Transfer of Interests in Certain Real Estate and Improvements thereon from the Board of Parks and Recreation and Authorizing the Transfer to the Non-profit Tolson Center Inc.**

On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board approved Board of Works Resolution 21-R-15, a Resolution of the Board of Works of the City of Elkhart, Indiana accepting the transfer of interests in certain real estate and the improvements located thereon from the Board of Parks and Recreation of the City of Elkhart, Indiana, and all matters related thereto, and authorized the transfer to the non-profit Tolson Center Inc.

Rick Stiffney, one of the consultants that has been supporting the work of this non-profit board spoke to the Board. He thanked the Board, and assured them there are at least three mechanisms of very appropriate control that the City continues to maintain with this project. The Mayor controls the appointment of six of the governing Board members. Built into the understandings are a series of metrics and reporting mechanisms so that the City Council can monitor the performance of the Center to ensure that there is mission alignment and performance alignment over many years. The third is in the very unlikely event that things would go south over many years, there are reversion clauses in the bylaws so that in that event, that asset would revert to the City of Elkhart. On behalf of the Tolson Board, Rick thanked them.

Sarah Nahar, another consultant for the Tolson Board offered packets of information as well as addendums and metrics if the Board wished to see them. She invited the Board to check out recently launched Tolson.org. Rose Rivera added that she has been working with the Tolson Board for a year, and this is one of the more important things the City has engaged in for its residents and she is excited
BOARD OF PUBLIC WORKS
Tuesday, August 3, 2021

about it.

Interpretor Contracts for Elkhart City Court
On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board approved two contracts for interpreters for City Court for Jessica Garcia and Connie Caiceros.

Transfer of Asset
On motion by Ron Davis, seconded by Rose Rivera and carried, the Board approved the transfer of a Toyota Prius from Public Works to the Environmental Center.

9. Use & Event Permits
On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board approved the following permits:

- Delgado-Mejia Wedding 8/7- Special Exception from Noise
- Trausch Wedding 8/14- Special Exception from Noise

10. Award Bids

#21-18 DeCamp Ave. Sewer Extension
On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board awarded the DeCamp Sewer Extension project, Bid #21-18 to Niblock Excavating who was the lowest, responsive and responsible bidder with a contract price in the amount of $157,201.00.

#21-22 McPherson Street Water Extension
On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board awarded Bid #21-22 McPherson Street Water Extension to Niblock Excavating, who was the lowest, responsive and bidder with a contract price of $165,561.71. On motion by Rose Rivera, seconded by Tim Reecer and carried 4-0 the award was reconsidered. On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the amount was corrected to $165,561.75.

#21-23 6th Street Sewer Extension
On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board awarded Bid #21-23 6th Street Water Extension to Niblock Excavating, who was the lowest, responsive and bidder with a contract price of $147,143.10.

#21-28 Demolition of 1101 Taylor Street
On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board awarded Bid #21-28 to Cross Excavating & Demolition LLC who was the lowest responsive and responsible bidder with a contract price in the amount of $6,854.40.

#21-29 Demolition of 412 N. Third Street
On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the Board awarded Bid #21-29 to Pelley Excavating who was the lowest responsive and responsible bidder with a contract price in the amount of $9,740.00.

11. Public Participation
Councilman Arvis Dawson brought up the subject of Indiana Avenue. He asked the Board to reconsider instead of not doing anything. The citizen has a pile of dirt in their yard.

Tory Irwin talked about a veteran inspector Derek Saur who has been with the City for 16 years. Derek is pursuing another path with his career. He thanked Derek for his 16 years of service to the City of Elkhart and the Engineering team.
12. **Agenda Amended to Reconsider 2109 W. Indiana Sewer Insurance**

On motion by Rose Rivera, seconded by Ron Davis and carried 4-0, the agenda was amended to reconsider 2109 W. Indiana Sewer Insurance. On motion by Rose Rivera, seconded by Ron Davis and carried 3-1, the Board approved the replacement of solely the sidewalk that was removed during the sewer insurance repair. Tim Reecer was opposed, and stated that the City and Engineering Department was not at fault. The program does not replace sidewalks or landscaping and the home owners signed the agreement stating that. If we start doing this for every project, the cost will increase substantially, which then in turn would cause the fund to either go bankrupt, or we will have to increase the monthly cost or deductible to sustain it.

13. **Adjournment**

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

__________________________ Chad Crabtree, Vice-President

Attest: _____________________ Nancy Wilson, Clerk of the Board.
MEMORANDUM

DATE: August 11, 2021
TO: Board of Public Works
FROM: Edgar Moreno, Utility Engineer
RE: Declaration of Emergency – West Lexington & Bypass Road Sinkhole

The Department of Public Works requests the declaration of an emergency for the emergency repair of a sinkhole, pavement and a potentially broken storm main at the SW corner of the West Lexington and Bypass Road intersection.

Public Works discovered a sinkhole on 8/11/2021 at edge of the road on the SW corner of the intersection. The sinkhole was caused after a precast cone was set on top of concrete blocks that had collapsed. The size of the sinkhole is roughly 2.5 feet in diameter, so an emergency repair was initiated. Selge was hired to repair the damage and sinkhole.

The repair is currently not underway, but will begin as soon as Selge attains the replacement structure and materials.

It is requested the BOW take the following action:

Declare an emergency for the August 11, 2021 West Lexington & Bypass Road Sinkhole repair.
MEMORANDUM

DATE: August 11, 2021
TO: Board of Public Works
FROM: Edgar Moreno, Utility Engineer
RE: Change Order Request #2: N. Main Street Water Replacement project – Bid #21-03

Attached is change order request #2 for the N. Main Street Water Replacement project. This change order is for the changes to the North end of work by Niblock Excavating, Inc.

This change order to increase Niblock Excavating, Inc. contracts costs for quantity adjustments at a cost of $5,345.00. During construction, a manhole was discovered that had been paved over, revealing a brick structure that needed to be replaced along with a 6” lateral connected to the structure.

This change order request is for an increase of $5,345.00 to the current contract price of $1,542,363.00. Approval of change order #2 would increase the current contract price to $1,547,708.00 resulting in a 2.54% overall decrease from the original contract price of $1,587,977.50.

It is requested the Board of Public Works:
Approve Change Order #2 for the N. Main Street Water Replacement project, Bid #21-03, for an increase of $5,345.00, bringing the Contract price to $1,547,708.00.
CITY OF ELKHART
PUBLIC WORKS & UTILITIES

Change Order No. Two
Dated 8/9/2021

Project: N. MAIN STREET WATER REPLACEMENT
Contract No. 21-03

To: NIBLOCK EXCAVATING, INC.
Contractor

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

City of Elkhart

By President, Board of Public Works
Dated

Nature of Changes

Remove and replace buried brick Sanitary Manhole near Simonton and $3,850.00
Replace old sanitary sewer laterals with new 6" PVC $1,395.00

TOTAL $ 5,345.00

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Price</td>
<td>$ 1,587,977.50</td>
</tr>
<tr>
<td>Contract Price Prior to this Change Order</td>
<td>$ 1,542,363.00</td>
</tr>
<tr>
<td>Net change resulting from this Change Order</td>
<td>$ 5,345.00</td>
</tr>
<tr>
<td>Current Contract Price including this Change Order</td>
<td>$ 1,547,708.00</td>
</tr>
<tr>
<td>Current Contract Price % Change from Original Price</td>
<td>-2.5%</td>
</tr>
</tbody>
</table>

Contract Time prior to this Change Order
Net Time change resulting from this Change Order
Current Contract Time including this Change Order

The above changes are approved:

BY: [Signature]
Engineer
DATE: 9/11/21

The above changes are accepted:

BY: [Signature]
Contractor
DATE: 9/11/21
MEMORANDUM

DATE: August 11, 2021
TO: Board of Public Works
FROM: Edgar Moreno, Utility Engineer
RE: Permission to Quote 2010 Superior Street Sewer Repairs - Quote #21-15

The Department of Public Works requests permission to quote the 2010 Superior Street Sewer Repairs project.

The project will consist of the repair of the 24" VCP sanitary sewer main, the tee connection between the main and the lateral line, and few linear feet of the sanitary sewer laterals. During televising of the line, it was discovered that there is a break at the main. The depth of the sanitary sewer line is too deep for crews at PWU to handle, thus it is requested that quotes be obtained for this work.

This project will be funded through an additionally requested appropriation.

It is requested the BOW: grant permission to quote the 2010 Superior Street Sewer Repairs project Quote #21-15.
MEMORANDUM

DATE: August 17th, 2021

TO: Board of Public Works

FROM: Danielle Garlington, Graduate Engineer

RE: Recommendation to Award Elkhart Riverwalk Boardwalk – Bid #21-15

The Board of Works opened bids for the Elkhart Riverwalk project on July 20th, 2021. Three (3) bids were opened at the Board meeting. The results are summarized below:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Alternate Bid</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>LaPorte Construction Co. Inc.</td>
<td>$314,120.00</td>
<td>$8,640.00</td>
<td>$322,760.00</td>
</tr>
<tr>
<td>Pioneer Associates Inc.</td>
<td>$570,465.00</td>
<td>$23,550.00</td>
<td>$594,015.00</td>
</tr>
<tr>
<td>Northern Indiana Construction Co. Inc.</td>
<td>$541,205.50</td>
<td>$29,260.00</td>
<td>$570,465.50</td>
</tr>
</tbody>
</table>

Engineering Staff has reviewed bids and recommends to award the Elkhart Riverwalk Boardwalk bid to LaPorte Construction Co. Inc.

LaPorte Construction did not acknowledge addendum #2 in their bid. However, LaPorte Construction will agree to their submitted unit price for the concrete deck and will include the work that was added in addendum #2, to raise the toe-plate and clean and prime the existing beams of the existing pedestrian bridge. Any other work addressed in addendum #2 will be removed from the project. When we remove two pay items from the itemized proposal, the submitted bid price stays the same. LaPorte has been responsive when addressing questions from Engineering Staff.

It is in the City’s best interest to award the bid to LaPorte Construction, the lowest and responsible bidder.

It is recommended the Board of Works award the Elkhart Riverwalk Boardwalk Bid #21-15 to LaPorte Construction Co. Inc. at $322,760.00.
MEMORANDUM

DATE: August 11, 2021
TO: Board of Public Works
FROM: Ryan Clussman, Right-of-Way Engineer
RE: Permission to Quote Almac Court Drainage Project - Quote #21-12

The Department of Public Works requests permission to quote the Almac Court Drainage project.

The project will consist of the construction of a drainage swale to allow for the drainage off of Almac Court. Almac Court has historically flooded after any significant rain event.

It’s intended to fund this project through stormwater funds, we believe there are sufficient funds for this project.

It is requested the BOW:
grant permission to quote the Almac Court Drainage Project Quote #21-12.
MEMORANDUM

DATE: August 10, 2021
TO: Board of Public Works
FROM: Ryan Clussman, Right-of-Way Engineer
RE: Permission to Quote Central Stage ADA Path Project - Quote #21-13

The Department of Public Works requests permission to quote the Central Stage ADA Path project.

The project will consist of the placement of ADA compliant sidewalk to allow access to the lower level of the stage in Central Park. The current access is not ADA compliant.

It's intended to fund this project through ADA funds, we believe there are sufficient funds for this project.

It is requested the BOW: grant permission to quote the Central Stage ADA Path Project Quote #21-13.
DATE: August 11, 2021

TO: Board of Public Works

FROM: Ryan Clussman, Right-of-Way Engineer

RE: Permission to Quote CR 17 Guardrail Replacement Project - Quote #21-14

The Department of Public Works requests permission to quote the CR 17 Guardrail Replacement project.

The project will consist of the repair/replacement of the guardrail at the south end of the intersection of CR 17 and Love’s Drive.

It’s intended to fund this project through already appropriated funds, we believe there are sufficient funds for this project.

It is requested the BOW: grant permission to quote the CR 17 Guardrail Replacement Project Quote #21-14.
B.O.W. SUMMARY
August 17, 2021

Revocable Permits:

#6488, Property Owner: Cheryl Wright
Property: 913 Cedar St.
Permit Holder: Cheryl Wright
Extra parking needed for a big picnic

#6489, Property Owner: Robert Henry Corp
Property: Beck Dr. East of CR 17
Permit Holder: Mike Scott
Close eastbound lane to replace utility poles

#6490, Property Owner: Nancy Wilson
Property: 671 Kilbourn St.
Permit Holder: Midwest Waste Solutions
Placing dumpster in the street in front of the house

#6491, Property Owner: RETA, Inc
Property: 116 W. Jackson Blvd.
Permit Holder: DJ Construction
Closing alley to complete work on the building

Water Assessment Application:

Paul Eash
3106 Greenleaf Blvd.
Elkhart, IN 46514
Property: 3106 Greenleaf Blvd.
Paid in full, $717.60

Release of Bond:

#5010, Contractor: Concepcion Urdaniva
Property: 2228 Roys Ave.

Driveway Permit:

#5010, Owner: Concepcion Urdaniva
2228 Roys Ave.
Contractor: Juan Alvarez
$400.00 bond by contractor
Memo To: City of Elkhart Board of Public Works
From: Laura Kolo, Environmental Resources Manager
Date: August 23rd, 2021

**Pumpage Information**

<table>
<thead>
<tr>
<th>Well Field Site Name</th>
<th>Total Monthly Flow (MG)</th>
<th>Average Daily Flow (MG)</th>
<th>Maximum Daily Flow (MG)</th>
<th>Minimum Daily Flow (MG)</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Main St.</td>
<td>150.640</td>
<td>4.859</td>
<td>6.060</td>
<td>3.724</td>
</tr>
<tr>
<td>Northwest</td>
<td>97.888</td>
<td>3.158</td>
<td>4.164</td>
<td>2.076</td>
</tr>
<tr>
<td>South</td>
<td>58.360</td>
<td>1.883</td>
<td>2.396</td>
<td>1.166</td>
</tr>
<tr>
<td>Total</td>
<td>306.888</td>
<td>9.900</td>
<td></td>
<td></td>
</tr>
<tr>
<td>July 2020 Total</td>
<td>199.206</td>
<td>6.640</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Highest Total Pumpage 7/26/21 - 11.474 MG
Lowest Total Pumpage 7/11/21 - 8.005 MG

**Finished Water Quality Information (Monthly Averages)**

<table>
<thead>
<tr>
<th>Well Field Site Name</th>
<th>Iron (mg/L)</th>
<th>Manganese (mg/L)</th>
<th>Fluoride (mg/L)</th>
<th>Total Chlorine (mg/L)</th>
<th>Orthophosphate (mg/L)</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Main St.</td>
<td>0.030</td>
<td>0.048</td>
<td>0.98</td>
<td>1.19</td>
<td>0.92</td>
</tr>
<tr>
<td>Northwest</td>
<td>0.067</td>
<td>0.059</td>
<td>0.97</td>
<td>1.15</td>
<td>0.97</td>
</tr>
<tr>
<td>South</td>
<td>0.087</td>
<td>0.043</td>
<td>0.95</td>
<td>1.21</td>
<td>1.11</td>
</tr>
<tr>
<td>Secondary Standard</td>
<td>0.300</td>
<td>0.050</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Desired Residual</td>
<td>0.8 – 1.0</td>
<td>0.9 to 1.5</td>
<td>0.5 – 1.0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* I certify under penalty of law by this signature, that this document was prepared by me or under my direction and the information submitted, is to the best of my knowledge and belief, true, accurate and complete. I am also aware that there are significant penalties for submitting false information.*

Report, charts, and MROs approved by Laura Kolo LK/trb cert. # 024184
### ELKHART PUBLIC WORKS & UTILITIES - WATER DIVISION
#### YEAR TO DATE PRODUCTION COMPARISON

<table>
<thead>
<tr>
<th>Month</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>211.255</td>
<td>224.119</td>
<td>217.229</td>
<td>201.133</td>
<td>206.821</td>
</tr>
<tr>
<td>February</td>
<td>393.505</td>
<td>426.681</td>
<td>432.910</td>
<td>389.840</td>
<td>423.045</td>
</tr>
<tr>
<td>March</td>
<td>598.090</td>
<td>645.836</td>
<td>643.987</td>
<td>591.275</td>
<td>674.879</td>
</tr>
<tr>
<td>April</td>
<td>801.311</td>
<td>862.254</td>
<td>859.264</td>
<td>790.491</td>
<td>895.155</td>
</tr>
<tr>
<td>May</td>
<td>1054.702</td>
<td>1117.013</td>
<td>1093.755</td>
<td>1016.326</td>
<td>1194.970</td>
</tr>
<tr>
<td>June</td>
<td>1368.188</td>
<td>1373.134</td>
<td>1322.951</td>
<td>1352.495</td>
<td>1507.002</td>
</tr>
<tr>
<td>July</td>
<td>1683.353</td>
<td>1713.952</td>
<td>1615.546</td>
<td>1723.451</td>
<td>1813.890</td>
</tr>
<tr>
<td>August</td>
<td>1998.287</td>
<td>2013.110</td>
<td>1917.350</td>
<td>2075.318</td>
<td>2364.491</td>
</tr>
<tr>
<td>September</td>
<td>2269.835</td>
<td>2286.960</td>
<td>2186.004</td>
<td>2364.491</td>
<td>2587.108</td>
</tr>
<tr>
<td>October</td>
<td>2405.334</td>
<td>2515.308</td>
<td>2405.334</td>
<td>2574.545</td>
<td>2969.145</td>
</tr>
<tr>
<td>November</td>
<td>2678.208</td>
<td>2718.250</td>
<td>2796.485</td>
<td>2874.028</td>
<td>3000.000</td>
</tr>
<tr>
<td>December</td>
<td>2870.072</td>
<td>2925.083</td>
<td>2969.745</td>
<td>3000.000</td>
<td>3000.000</td>
</tr>
</tbody>
</table>
To: Members of the Board of Public Works  
From: Lynn Brabec, Environmental Compliance Manager  
Date: August 6, 2021  
Re: Notice of Violation: 25% Rule Violation – Happy North Garden, 2900 CASSOPOLIS ST [F2019-033]

During a follow-up inspection on 06/08/2021 at Happy North Garden, 2900 CASSOPOLIS ST, the largest of the three indoor grease traps was found to be in violation of the 25% Rule as 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. To date, Happy North Garden, has not sent a written response to this violation received on July 15, 2021. This is the third time within a year they have not responded to a Notice of Violation. The Penalty Matrices recommends assessing a total penalty of $500.

Violation #1: Failure to operate or maintain FOG control device in proper working order (Ord. No. 5434 as amended)

<table>
<thead>
<tr>
<th>Violation Date &amp; FOG Amount</th>
<th>Penalty Matrix Recommendation:*</th>
<th>Met all requirements outlined in Notice of Violation?</th>
<th>Additional Violation?</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/08/2021 100%  $200</td>
<td><strong>No</strong></td>
<td><strong>Yes</strong></td>
<td></td>
</tr>
</tbody>
</table>

Violation #2: Failure to respond to Notice of Violation (Ord. No. 5434 as amended)

Date of Violation: 7/31/2021  
Penalty Matrix Recommendation:**  
$300 Penalty**

The Penalty Matrices recommend the Board assess the following in combined penalties:

| Location: Happy North Garden  
| Date of Violation: 06/08/2021  
| Penalty Matrices Recommendation: $500  
| BOW Assessed Penalty: $ |

Approved this _______ of ___________ 2021.

Michael Machlan  
Date

Chad Crabtree  
Date

Jamie Arce  
Date

Ronnie Davis  
Date

-OVER-
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 a 25% Rule violation:

<table>
<thead>
<tr>
<th>Offense</th>
<th>First offense</th>
<th>Second offense</th>
<th>Third offense</th>
<th>Fourth &amp; subsequent offense(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>15.9.3  Failure to operate or maintain FOG control device in proper working order (Ord. No. 5434 as amended)</td>
<td>$100</td>
<td>$200</td>
<td>$250</td>
<td>$300</td>
</tr>
</tbody>
</table>

**According to the guidance in the Enforcement Response Plan Penalty Matrix, Section, 9.3.3, Failure to respond to a Notice of Violation:

<table>
<thead>
<tr>
<th>OFFENSE</th>
<th>FIRST OFFENSE</th>
<th>SECOND OFFENSE</th>
<th>THIRD &amp; SUBSEQUENT OFFENSE(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.3.3 Failure to respond to Notice of Violation</td>
<td>$100</td>
<td>$200</td>
<td>$500</td>
</tr>
</tbody>
</table>
To:          Members of the Board of Public Works
From:        Lynn Brabec, Environmental Compliance Manager
Date:        July 28, 2021
Re:          Permit Renewal: Dexstar Wheel Company, Permit #85-21

The Pretreatment group requests the renewal of Permit #85-21 for Dexstar Wheel Company located at 400 Collins Road, Elkhart, Indiana. Dexstar Wheel Company manufactures rims and wheels from raw steel coils. This process includes roll forming, welding, washing (which consists of hot wash, rinse, phosphating (iron), rinse, and seal), painting, packaging, and shipping.

Dexstar Wheel Company has been a very cooperative and compliant facility and the Pretreatment group recommends this renewal.

Approved this _______ of ________________ 2021.

______________________________  __________________________
Michael Machlan               Date

______________________________  __________________________
Chad Crabtree                 Date

______________________________  __________________________
Jamie Arce                    Date

______________________________  __________________________
Ronnie Davis                  Date

______________________________  __________________________
Rose Rivera                   Date
To: Members of the Board of Public Works
From: Lynn Brabec, Environmental Compliance Manager
Date: July 28, 2021
Re: Permit Renewal: Liftco, Inc., Permit #2005-01

The Pretreatment group requests the renewal of Permit #2005-01 for Liftco, Inc., located at 3301 Reedy Dr., Elkhart, Indiana. Liftco, Inc. washes and powder coats an array of metal parts that are used in the RV and marine industry.

Liftco, Inc. has been a very cooperative and compliant facility and the Pretreatment group recommends this renewal.

Approved this _______ of ________________ 2021.

______________________________
Michael Machlan
Date

______________________________
Chad Crabtree
Date

______________________________
Jamie Arce
Date

______________________________
Ronnie Davis
Date

______________________________
Rose Rivera
Date
To: Members of the Board of Public Works

From: Lynn Brabec, Environmental Compliance Manager

Date: August 17, 2021

Re: Permit Renewal: Atlas Chem-Milling, Permit #85-16

The Pretreatment group requests the renewal with update of category for Permit #85-16, Atlas Chem-Milling, 1620 W. Lusher Avenue, Elkhart, Indiana. Atlas Chem-Milling uses photochemical machining and CNC machining processes to manufacture steel and stainless steel cutting, creasing and embossing dies and associated tooling for the converting industry, which uses the dies to cut out items such as food packaging boxes, labels, and thin plastics, fabrics, papers and foils.

Atlas Chem-Milling has been a very cooperative and compliant facility; the Pretreatment group recommend this category update and renewal.

Approved this _______ of ___________________ 2021.

__________________________                 ____________________________
Michael Machlan                 Date

__________________________                 ____________________________
Chad Crabtree                   Date

__________________________                 ____________________________
Jamie Arce                      Date

__________________________                 ____________________________
Ronnie Davis                    Date

__________________________                 ____________________________
Rose Rivera                     Date
TO: Members of the Board of Public Works

MEMO: Lynn Brabec, Environmental Compliance Manager

DATE: August 17, 2021

RE: Variance Request: Don Jose's Mexican Grill and Cantina, 655 CR 17, Suite 9

Don Jose’s Mexican Grill and Cantina (Don Jose’s) will be located in the previous Lucchese’s on CR 17. The facility currently has a 75 gpm grease trap. The new facility is required to install a 2,000 gallon grease interceptor. Mr. Castillo, the owner of Don Jose’s is requesting a 3-month variance (attached) to allow him to open and use the current grease trap while the interceptor is being installed.

It has been explained that the following are conditions of the variance if granted:

- The current trap is undersized and will need frequent cleaning;
- If the trap is out of compliance at any time during the variance period, a Notice of Violation will be issued and penalties may apply;
- If penalties are assessed, the variance may be rescinded by the Board of Works at which time additional violations may be issued with possible associated penalties.

Board of Works Actions:

Variance Request from Category A Requirements for 3 months

Required to: 

- Sample (if required- time frame defined below)
- Annual Visual Monitoring (if required-time frame defined below)
- Not applicable

Approved this _____ day of __________ 2021

Michael Machlan

Jamie Arce
FATS, OILS AND GREASE
APPLICATION FOR VARIANCE

PLEASE FILL OUT COMPLETELY & PRINT CLEARLY!
(Incomplete forms will be denied.)

Name of FSE: Don Jose's Mexican Grill and Cantina
Name of Owner of FSE: Jorge M. Castillo
Physical Address: 655 County Rd 17 Ste G
City: Elkhart State: IN Zip Code: 46516
Mailing Address: Same
City: State: Zip Code:
Telephone Number: 339 386 35
Email Address: donjoseElkhart17@gmail.com
Is there a control manhole on site? Yes [ ] No [ ]
*If yes, please attach a map indicating the location.

Current FSE Category: □ A □ B □ C
Is this variance renewal request? Yes [ ] No [ ]

Detailed reason for applying. (Please attach additional sheets if necessary.)

I would like to have a three months just to finish the installation of the grease interceptor and open the restaurant using the grease trap existing already in the building.

I certify that the information submitted is true, accurate and complete to the best of my knowledge.

Signature: Jorge M. Castillo Date: 8/10/21
Printed Name: Jorge M. Castillo
Title: owner

VARIANCE REQUEST: □ Approved □ Not Approved
Required: □ Annual Sampling
□ Annual Visual Monitoring (to be completed between Jan. 15 and Feb. 15)
□ Other:

Please Return This Form & Associated Documents To:
Elkhart Public Works & Utilities
Pretreatment Division
1201 S. Nappanee St.
Elkhart, IN 46516

Revised: 6/20/19
August 10, 2021

Michael Machlan
Chad Crabtree
Ronnie Davis
Jamie Arce
Rose Rivera

Re: Contract for new retained interpreter

Dear Board:

City Court has now filled its interpreter positions with the retaining of a third interpreter. Customarily, the Court has had three interpreters. The new interpreter is Diana Garcia, sister of City Court interpreter, Jessica Garcia. Diana’s contract has payment at the standard fee of $60.00 per day. The only other change is the same change with the other interpreter contracts and that is that the terms remain the same, the contract automatically renews on January 1 of the next year.

Having a fluent interpreter is highly important to the court when non-English and Spanish speaking people are in court to make certain their right to due process in met. As such, on behalf of the probation department and court, I respectfully request that this board make a motion to approve the terms of the contract for Diana Garcia and execute the agreement.

Respectfully,

Randall K. Arndt
Deputy City Attorney
AGREEMENT FOR INTERPRETER SERVICES

NARRATIVE

This agreement is effective from July 1, 2021 and is between the City of Elkhart, Indiana, acting by and through the Board of Public Works (City) and Diana Garcia (Interpreter).

WHEREAS, the Interpreter is fluent in the languages of English and Spanish; and

WHEREAS, the Interpreter is capable of translating verbal and written communications from English into Spanish and from Spanish into English; and

WHEREAS, the city is in need of the Interpreter’s services to assist individuals who are non-native English speakers appearing in the Elkhart City Court and hiring the Interpreter to provide these service to the City is appropriate; and

WHEREAS, the Interpreter is willing to providing interpreter service to the City.

THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. Scope of Services: The Interpreter shall provide interpreter services necessary for the orderly administration of proceedings in the Elkhart City Court. There services shall include:

A. Translating statements made by the Judge and other City Court personnel from English into Spanish and translating statements made by individuals appearing for City Court matter from Spanish into English
B. Translating discussions held outside the City Courtroom between individuals and City Court personnel from English into Spanish and from Spanish into English.

Section 2. Payment: The City of Elkhart shall pay Sixty($60.00) Dollars USD per day for the services of the Interpreter.

Section 3. Taxes and Employer Obligations: For purposes of this Agreement, the Interpreter shall be deemed to be an independent contractor.

A. The Interpreter shall not be considered an employee of the City for any reason.
B. The Interpreter shall be responsible for all federal, state and local income taxes, including FICA taxes due as a result of the sums paid pursuant to this Agreement.
C. The Interpreter shall not be entitled to any City employment benefits, offered by the City to its employees, which benefits are established and provided to City employees under an ordinance, policy or other directive of the City.

Section 4. Term of Agreement/Termination

A. Unless terminated by the City or the Interpreter, this agreement shall automatically renew on January 1 of each year subsequent to this agreement’s effective date.

B. Either the City or the Interpreter may terminate the Agreement by giving the other party prior written notice at least thirty (30) days before the effective date of the termination.

Section 5. Assignment: Neither this Agreement nor any interest of the Interpreter may be assigned, subcontracted or transferred to a third party without the prior written consent of the City.

Section 6. Supplement: This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this agreement.

Section 7. Entire Agreement: This Agreement constitutes the entire agreement of the City and Interpreter, and, unless specified otherwise herein, no representations, inducement, promises, or prior agreement, oral or written between the City and the Interpreter, shall be of any force and effect.

Section 8. Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any litigation predicated upon this Agreement shall be brought in a court of proper jurisdiction physically locate the Elkhart County, Indiana.

Section 9. Compliance with Federal, State, and Local Law: Interpreter shall comply with all federal, state and local law, rules and regulation, including Elkhart City Ordinance 4101, which are applicable at the time services are performed by the Interpreter pursuant to this Agreement, and all provisions required thereby to be included herein are hereby incorporated by reference.

Section 10. Authority: The persons signing this Agreement warrant that they have authority to sign as, or on behalf of, the party for whom they are signing.
The parties have signed this Agreement on the dates written below, and this Agreement shall be effective or has been effective on the date reflected in the introductory clause on page one.

INTERPRETER

Date: ________________, 2021

(Printed) ____________________________________________

(Address) __________________________________________

(City/State/Zip) _____________________________________

CITY OF ELKHART
BOARD OF PUBLIC WORKS

Date: ________________, 2021

Michael Machlan, President

Chad Crabtree, Vice President

Ronnie Davis

Jamie Arce

ATTEST:

Rose Rivera

Nancy Wilson, Clerk
August 11, 2021

Michael Machlan
Chad Crabtree
Ronnie Davis
Jamie Arce
Rose Rivera

RE: Perpetual easement
Northwest corner – Bristol Street and Cassopolis Street
Grantor – 332 E. Bristol, LLC

Dear Board:

The City has a new development that partially involves constructing a sidewalk on the northwest corner of the intersection of Bristol and Cassopolis Streets. To construct the sidewalk, the City will need a perpetual easement from the owner of the real estate at the corner. The owner, 332 E. Bristol, LLC, in the owner and is willing to grant the City a perpetual easement. The granting of the easement does not have any monetary cost more than the $1.00 consideration.

The accepting the granting of the perpetual easement in one of the first steps in beginning this new development. As such, I am asking the board to accept the granting of the easement from 332 East Bristol, LLC on behalf of the City.

Respectfully,

[Signature]
Randall K. Armdt
Deputy City Attorney
PERPETUAL EASEMENT

THIS INDENTURE WITNESSETH that the undersigned, 332 E Bristol, LLC ("Grantor"), in consideration of the sum of One Dollar ($1.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby sells, grants, conveys, and warrants to CITY OF ELKHART, INDIANA, ("Grantee"), and its successors and assigns, a perpetual easement and right, to install, construct, operate, patrol, revise, supplement, and remove a pedestrian sidewalk, over and above the following real estate precisely described in the legal description attached as Exhibit A ("Easement"), which is made a part of this document. This Easement is subject to any public rights-of-way and other easements and encumbrances of record.

The Grantee shall have the right of access to the Easement and the right and privilege, but not the duty, at any time to clear and remove from the Easement any timber, brush, debris, and other obstructions at any time located thereon which, in the Grantee’s judgment, should be removed to prevent interference with said pedestrian sidewalk.

The Grantee shall compensate the Grantor for any damages to any property of Grantor caused by the original construction and installation of said pedestrian sidewalk, or by any subsequent activities of or on behalf of the Grantee in connection with said pedestrian sidewalk.
The Grantor warrants that the Grantor has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the Grantor has executed this indenture this ____ day of ________________, 2021.

GRANTOR:

332 E Bristol, LLC.
226 N. Morgan Street, Suite 300
Chicago, Illinois 60607

By: ________________
Ivan Nockov
Director of Development & Construction

STATE OF
COUNTY OF SS:

Before me, a Notary Public, in and for said County and State, personally appeared ________________, who acknowledged the acceptance and execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial seal this _____ day of ________, 2021.

My Commission Expires: ________________

Notary Public
Resident of ____________ County
The CITY OF ELKHART by its Board of Public Works hereby accepts this easement.

__________________________________
Michael Machlan, President

__________________________________
Chad Crabtree, Vice President

__________________________________
Jamie Arce, Member

__________________________________
Ronnie Davis, Member

ATTEST:
__________________________________
Rose Rivera, Member

Nancy Wilson, Secretary

STATE OF INDIANA, COUNTY OF ELKHART, SS:

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on this _____ day of _____________________, 2021.

My Commission Expires: ________________________________
Nancy Wilson, Notary Public
Resident of Elkhart County

This instrument was prepared by Randall K. Arndt, 14485-48, Deputy City Attorney for the City of Elkhart, 229 S. Second Street, Elkhart, Indiana 46516. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Randall K. Arndt.

Return recorded document to:
Board of Public Works
229 S. Second Street
Elkhart, IN 46516
SIDEWALK EASEMENT LEGAL DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 5 EAST, OSOLO TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE INTERSECTION OF BRISTOL STREET AND CASSOPOLIS STREET; THENCE NORTH 89°46'07" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32 A DISTANCE OF 355.00 FEET; THENCE NORTH 01°15'38" WEST, A DISTANCE OF 37.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°15'38" WEST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 89°46'07" EAST, A DISTANCE OF 276.13 FEET; THENCE NORTH 00°13'53" EAST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 89°46'07" EAST, A DISTANCE OF 16.82 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF CASSOPOLIS STREET; THENCE SOUTH 45°19'24" WEST ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 8.50 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST BRISTOL STREET; THENCE NORTH 89°46'07" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 286.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.02 ACRES MORE OR LESS.

SUBJECT TO ALL LEGAL RIGHT-OF-WAYS, EASEMENTS, AND RESTRICTIONS OF RECORD.
MEMO

Date: August 12, 2021  
To: Board of Public Works  
From: Mayra Garcia  
RE: Approval to Contract Agreement

Board Members,

The contract presented today details the terms of agreement between the City of Elkhart and Federated Media to provide Covid vaccination informative and educational content to the public. The terms are for a six-week coverage at the total price of $10,560. The dollars shall be allocated from the American Rescue Plan (ARP).

It is requested that the Board of Public Works approves the contract agreement with the above stated company for $10,560 for six months. Mayra Garcia, Administrative Assistant, will be available to answer any questions.
2021/22 Covid Vaccination Outreach Campaign

Radio Advertising Schedule
Weekly Schedule to run Four Days Prior to Event

City of Elkhart

<table>
<thead>
<tr>
<th>Weekly Schedule</th>
<th>T</th>
<th>W</th>
<th>Th</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td>6a - 7p</td>
<td>4x</td>
<td>4x</td>
<td>4x</td>
<td>4x</td>
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<tr>
<td>30 or 60 sec.</td>
<td></td>
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<tr>
<td>6a-Midnight</td>
<td>2x</td>
<td>2x</td>
<td>2x</td>
<td>2x</td>
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<tr>
<td>30 or 60 sec. Bonus</td>
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Total Weekly Announcements: 24
Total Investment per Week: $1,360
2021/22 Covid Vaccination Outreach Plan

Radio Advertising Schedule

Weekly Schedule to run Four Days Prior to Event

City of Elkhart

<table>
<thead>
<tr>
<th>Weekly Schedule</th>
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<tbody>
<tr>
<td>6a - 7p</td>
<td>5x</td>
<td>5x</td>
<td>5x</td>
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<tr>
<td>30 or 60 sec.</td>
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<td></td>
</tr>
<tr>
<td>6a-Midnight</td>
<td>3x</td>
<td>3x</td>
<td>3x</td>
<td>3x</td>
</tr>
<tr>
<td>30 or 60 sec. Bonus</td>
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</table>

Total Weekly Announcements: 32
Total Investment per Week: $400

Option A
2021/22 Covid Vaccination Awareness Campaign

Radio Advertising Schedule
Weekly Schedule to run Four Days Prior to Event

City of Elkhart

<table>
<thead>
<tr>
<th>Weekly Schedule</th>
<th>T</th>
<th>W</th>
<th>Th</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td>6a – Midnight</td>
<td>5x</td>
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<td>5x</td>
<td>5x</td>
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<tr>
<td>Live :10 sec. liners</td>
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<tr>
<td>6a-Midnight :10 sec. weather sponsorships</td>
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Total Weekly Announcements: 40
Total Investment per Week: $1,000

Option B
# 2021/22 Covid Vaccination Awareness Campaign

## Radio Advertising Schedule

Weekly Schedule to run Four Days Prior to Event

**City of Elkhart**

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<th>Weekly Schedule</th>
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<th>Th</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td>6a – Midnight Live :10 sec. liners</td>
<td>10x</td>
<td>10x</td>
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<td>10x</td>
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Total Weekly Announcements: 40  
Total Investment per Week: $400

Option B
Radio-WBYT (B100), WAOR (Froggy)

6-week marketing plan (1 week per month for 6 months)
9/1/2021 – 2/28/2022

Option A Investment: $10,560
Option B Investment: $8,400

*payment terms net 30 days with approved credit
*min 30 day cancellation

WBYT and WAOR does not discriminate in the sale of advertising time, and will not accept advertising which is placed with the intent to discriminate on the basis of race or ethnicity. Any provision in any order or agreement for advertising that purports to discriminate, or has the effect of discriminating, on the basis of race or ethnicity, is hereby declared null and void.
MEMO

Date: August 12, 2021
To: Board of Public Works
From: Mayra Garcia
RE: Approval to Contract Agreement

Board Members,

The contract presented today details the terms of agreement between the City of Elkhart and La Raza Radio Station to provide Covid vaccination informative and educational content to the public. The terms are for a six-month coverage at the total price of $9,360. The dollars shall be allocated from the American Rescue Plan (ARP).

It is requested that the Board of Public Works approves the contract agreement with the above stated company for $9,360 for six months. Mayra Garcia, Administrative Assistant, will be available to answer any questions.
**LA RAZA SALES CONTRACT**

**Sales Person Name:** Abel Garcia  
**Date of Order:** 7/30/2021  
**Account Number:**

**Customer**  
**Advertiser Name:** City of Elkhart  
**Agency Name:** Office of Mayor Rod Roberson  
**Billing address:** 229 S 2nd St  
Elkhart, IN 46516  
**Contact Name:** Mayra Garcia  
**Phone Number:** (574)304-1562  
**Email:** mayra.garcia@coei.org  
**Product Type:**

- [ ] Direct  
- [ ] Agency  
- [ ] Regional  
- [ ] Political  
- [ ] National  
- [ ] Trade

**Package Program**

- [ ] Check one  
- [ ] Credit  
- [ ] Cash in Advance

**Special Note to Traffic**

- [ ] Check one  
- [ ] New Advertiser  
- [ ] New Agency  
- [ ] New Order  
- [ ] Addition to existing order  
- [ ] Revision to existing order  
- [ ] Cancel existing order  
- [ ] Original order date

**Special Note to Accounting**

- [ ] Check one  
- [ ] Mail Invoice  
- [ ] Hand Deliver Invoice  
- [ ] Other special instructions

**Broadcast dates**  
**Length**  
**Time schedule**  
**Spots per month**  
**Broadcast Pattern**  
**RATE**

<table>
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<th>Broadcast dates</th>
<th>Length</th>
<th>Time schedule</th>
<th>Spots per month</th>
<th>Broadcast Pattern</th>
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<td>Monthly Spots</td>
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<td>6am - 7pm</td>
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<tr>
<td>Monthly Interviews</td>
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<td>Monthly S.M. Posts</td>
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<td>Monthly Total:</td>
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**Buyer Signature:**  
I am the duly authorized representative of the advertiser above and hereby agree to pay for these services and to abide by the terms and conditions given to me by my Sales Representative

**Total Units:**

**STATION AUTHORITY**  
**Total gross:** $9,360.00  
**% Agency:** $ -  
**Total:** $9,360.00

- [ ] Check one  
- [ ] Mail Invoice  
- [ ] Hand Deliver Invoice  
- [ ] Other special instructions

**Approved as to form and legality:**

Candace K. Cohan
MEMO

Date: August 12, 2021  
To: Board of Public Works  
From: Mayra Garcia  
RE: Approval of ABC57/CW Contract Agreement

Board Members,

Mayor Roberson’s office has negotiated an advertising contract with ABC57/CW. This contract includes television commercials that will run on both ABC and CW affiliates in the South Bend/Elkhart area for September, October, and November as part of the City of Elkhart’s COVID vaccination marketing plan. This plan utilizes American Rescue Plan (ARP) dollars and costs a total of $5,007.00.

It is requested that the Board of Public Works approves the contract agreement with the above stated company for $5,007. Corinne Straight-Reed and Mayra Garcia from Mayor Roberson’s office, will be available to answer any questions.
ORDERS

Orders
Order / Rev: 408676
Alt Order #: 
Product Desc: Vaccine Campaign 2021
Estimate:
Flight Dates: 09/06/21 - 11/14/21
Original Date / Rev: 07/29/21 / 07/29/21
Order Type: GENERAL

Agency
Name: Elkhart Mayor's Office
Buying Contact: Mayra Garcia-O'Connor
Billing Contact: Mayra Garcia-O'Connor
229 South 2nd Street
Elkhart, IN 46516

Advertiser
Name: Elkhart Mayor's Office
Demographic: HH
Product Codes: DIR
Revenue Code: GEN
Revenue Code 2: GEN

Bill Plan

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<th>End Date</th>
<th># Spots</th>
<th>Gross Amount</th>
<th>Net Amount</th>
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<td>09/30/21</td>
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<td>$1,022.00</td>
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Totals

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<th># Spots</th>
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<th>Imp.</th>
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<td>$1,022.00</td>
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<td>Totals</td>
<td>313</td>
<td>$5,007.00</td>
<td>$5,007.00</td>
<td>1,807,196</td>
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Account Executives
Account Executive: Pam LaPierre
Sales Office: SBEND
Sales Region: LOC

Account

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<th>End Date</th>
<th># Spots</th>
<th>Rate</th>
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<td>M-F 5:30-6 PM</td>
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ADVERTISER: Elkhart Mayor's Office

PRODUCT DESC: Vaccine Campaign 2021

WBND Limited Partnership
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<th>Start Date</th>
<th>End Date</th>
<th>Weekdays</th>
<th>Spots/Week</th>
<th>Start/End Time</th>
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N     WBND  09/06/21  11/14/21 Sign-on to Sign-off  ID  5am-5pm  MTWTFSS  :04  10  $0.00 AV  4,713 NM  82  $0.00

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</table>

Totals 313 $5,007.00

Approved as to form and legality

[Signature]
MEMO

Date: August 12, 2021
To: Board of Public Works
From: Mayra Garcia
RE: Approval of Burkhart Contract Agreement

Board Members,

Mayor Roberson’s office has negotiated a contract with Burkhart Advertising. This contract includes 12 billboard locations around the City of Elkhart as part of the city’s COVID vaccination marketing plan. This plan utilizes American Rescue Plan (ARP) dollars. This campaign will begin September 6, 2021 and run through January 30, 2022 for a cost of $8,000.

It is requested that the Board of Public Works approves the contract agreement with the above stated company for $8,000. Corinne Straight-Reed and Mayra Garcia from Mayor Roberson’s office, will be available to answer any questions.
Commercial Advertising Contract

Advertiser: City Of Elkhart - Office Of Mayor Roberson
Campaign: COVID Shot
Category: City, State & Foreign Governments

Buyer Name: Mayra Garcia-O'Connor
Phone: 574-322-4471 x1015
Date: 7/29/2021

Contract Dates:
Sep 06, 2021 - Jan 30, 2022

We, the undersigned, hereby authorize and direct Burkhart Advertising, Inc., to execute Advertising Display(s) in markets specified herein, upon terms and conditions as follows and stated on the attachment.

☐ We agree to furnish the necessary production material at our cost, delivered to the proper Burkhart Advertising, Inc. plant seven (7) to ten (10) working days prior to the assigned display date. It is understood that production will conform to the standards of the Outdoor Advertising Association of America, Inc.

☒ Burkhart will provide necessary production as part of this contract and will charge for same on a separate invoice.

200,502 Population in
Markets: Elkhart County
Dates Sep 6, 2021 - Jan 30, 2022; 21 Weeks(s)
Package - No Charge For Production

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<th>Showing Intensity</th>
<th>Description</th>
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Flight Dates: September 6, 2021 - January 30, 2022

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**Totals:** $8,000.00

**Monthly Billing**

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**Total Package Value**

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<tr>
<td>Campaign Cost</td>
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Display Leeway: Leeway of five (5) working days from the display date ordered is required and hereby provided to complete installation of the displays.

Agreement: The printed and written provisions of this contract contain all the agreements, conditions and representations made by either party hereto, and any additions to, alterations of or changes in this contract must be made in writing and signed by both parties in order to be binding.

Acceptance by Advertiser or Agency:

Title: ____________________________
Date: ____________________________

Acceptance (Burkhart):

Title: ____________________________
Date: ____________________________

Package - No Charge For Production
Terms and Conditions

7/29/2021 City Of Elkhart - Office Of Mayor Rod Roberson
Contract: 34O|2F6|1

Requirements

The word ADVERTISER as used in this contract shall apply to the Advertiser named on the face of this contract or its authorized Agency, if the contract is placed through such Agency. In such event, Agency represents and warrants that it is duly authorized to place orders for Advertising Displays on behalf of the Advertiser.

ARRIVAL OF PRODUCTION MATERIAL AND INSTRUCTIONS: The Advertiser shall provide the necessary display instructions and production materials to the proper BURKHART plant at least ten (10) days prior to the designated Start Date. In the event Advertiser fails to provide such instructions and/or materials at least ten (10) days prior to the designated Start Date, Advertiser will be charged for the full period of time stated on the contract.

COPY CHANGE: Should Advertiser desire a change of copy, either of the complete display or in the form of overlays, a charge will be made in accordance with the current published rates and allotments.

ILLUMINATION: All illuminated displays shall be illuminated from sunset to midnight and from 6:00 am to dawn. For any period of non-illumination a pro-rata credit of 20% of the then monthly base price shall be granted.

ADJUSTMENTS TO CONTRACTS: Permanent Paints and Rotary Bulletins and Bus Wraps may only be canceled at the annual anniversary date, provided BURKHART receives sixty (60) day prior notice to anniversary date.

Posters, Shelters and Bus Advertising (excluding Bus Wraps) may be canceled prior to the end date at the end of any thirty (30) days or four (4) week period by providing advance written notice that reaches the office of BURKHART at least sixty (60) days prior to the desired cancellation date. In the event of such cancellation, the rate on this contract will be adjusted to the earned rate as shown on the then current published BURKHART Rates and Allotments and the entire amount will become due and payable.

If the advertising or sale of the product or service to be advertised under this contract is prohibited by law or government regulation, this contract shall terminate as of the effective date of such law or regulation without earned rate charge.

BURKHART may, upon notice to Advertiser cancel this contract at any time (a) upon material breach by Advertiser, (b) if BURKHART does not receive timely payment on billings, or (c) if Advertiser credit is, in the reasonable opinion of BURKHART, impaired.

DISPLAY CONTENT: BURKHART reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed.

CREDITS: Credit for loss of service will be based on the average cost per panel.

DEFAULT: Failure to pay in accordance with the terms stated on the reverse side of this document will cause BURKHART to consider this contract to be breached and BURKHART may, at its option, cancel and terminate same and call the entire amount of this contract due and owing and further charge as additional damages any losses BURKHART may sustain by reason of default, cancellation and termination, including but not limited to attorney fees and collection expense. Agency commissions will be forfeited if payments are not made within sixty (60) days of the terms stated on the reverse side of this document. On contracts placed thru an Agency, Agency and Advertiser shall be jointly and severally liable for payment of all amounts due hereunder.

CONTINGENCIES: It is expressly agreed that BURKHART shall not be held liable for loss or damage on account of delays or loss of service due to acts of God, strikes, fires, governmental or municipal laws, rules, regulations or restrictions or acts of Providence, or for inability to secure specified material, or to maintain said displays or any part thereof by reason of any legislation herefore or hereafter enacted by the Federal Government or any State or Municipal Government, or any rules or regulations made by any department of the Federal, State or Municipal Government, or for other like causes. In the event of any delay in service by reason of the above, the advertiser shall be notified immediately and shall be entitled, at its election, to either an extension of service, additional service, or credit, all on a pro-rata basis.

INDEMNIFICATION: BURKHART shall hold Agency and Advertiser harmless against all liability including all claims, demands, debts, obligations or charges together with reasonable attorneys' fees and disbursements (hereinafter referred to as "liability") arising out of the installation, maintenance or removal of advertising copy. The Advertiser similarly agrees to hold BURKHART harmless against all liability arising out of the content of the advertising copy furnished by Advertiser or Agency, including, without limitation, any claims of infringement of copyrights, trademarks, servicemarks, or other intellectual property.

LIMITATION OF LIABILITY: In no event shall BURKHART'S liability arising out of or related to this contract, however caused, and whether arising under contract, tort (including negligence) or any other theory of liability, exceed the amounts received by BURKHART from Advertiser under this contract.

Approved as to form and legality

Gwendolyn L. Craft
Appendix for Law and Logic
August 12, 2021

Michael Machlan
Chad Crabtree
Ronnie Davis
Jamie Arce
Rose Rivera

RE: Downtown Courthouse
Analysis Consulting

Dear Board:

The City has used the service of a consulting group called Urban3. Urban3 was and did provide talking points for the City’s presentation to Council on November 14, 2020. Urban3 was to offer assistance on specific economic impact questions such as the economic impact of the removal of the County Courthouse from the downtown location. Also use and creating the maximum return on investment of vacant land upon the removal of the court function of the building. Urban3 has already fully offered its services.

For the service offered, Urban3 agrees that the City shall not pay more than $3,000.00 for these services. As such, the City is requesting that a motion be made to approve and ratify the agreement with Urban3 which contract limit the amount the City will pay for services to $3,000.00.

Respectfully

Dayna Bennett
**URBAN 3**

**INVOICE**

**BILL TO**
City of Elkhart

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<th>DESCRIPTION</th>
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**BALANCE DUE**

$3,080.00
URBAN3
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT is made and entered into as of MONTH, DAY, YEAR by and between __________________ (“Client”) and Urban3, LLC (“Consultant”).

RECITALS

A. The Client desires to engage Consultant to provide certain services and Consultant desires to provide those services and to be compensated accordingly.

B. The Client and Consultant enter into this Agreement in order to memorialize the terms of Consultant’s performance of the services and the Client’s obligations with respect thereto.

C. In consideration of the foregoing recitals and the mutual agreements set forth, the Client and Consultant covenant and agree as follows:

AGREEMENT

1. Appointment. The Client appoints Consultant as an independent contractor to perform the services described in Exhibit "A," "Scope of Services" attached. Consultant accepts such appointment on the terms and conditions set forth within this agreement.

Neither party may vary scope of services described in Exhibit "A" except as expressly agreed to in writing by the other party. The budgets for direct labor and expenses are based on the services described in Exhibit "A." Any modification of the scope of services may affect direct labor costs and project expenses.

2. Performance of Consulting Services. Consultant shall perform the services in a diligent, competent, timely and professional manner.

3. Consulting Fee; Payment.

Neither party shall be liable to pay any compensation or expenses to the other party under this Agreement, except as follows.

Payment for services rendered will not exceed $3000., billed at hourly rates described in Exhibit B.
If Consultant has failed to perform in accordance with the requirements of Attachment A, CLIENT reserves the right to delay payment of fees or expenses hereunder until Client comes into satisfactory compliance.

Upon receipt of Consultant's invoice, Client shall notify Consultant if it has any exceptions to Consultant's invoice. When Consultant and Client are in agreement on the terms of Consultant's invoice, Client shall submit the invoice for payment. The Client shall pay the Consultant within thirty (30) days of receiving invoice. Nothing contained in the preceding paragraph shall require Client to pay for any work which is unsatisfactory as determined by Client or which is not submitted in compliance with the terms of this Agreement. Client shall not be required to make any payment to Consultant when Consultant is in default under this Agreement, nor shall this paragraph constitute a waiver of any right, at law or equity, which Client may have if Consultant is in default, including the right to bring legal action for damages or to force specific performance of this agreement.

Should any of Consultant's services not conform to the requirements of this Agreement, Client shall give written notification to Consultant; thereafter, Consultant shall either (a) promptly re-perform such services to the Client's satisfaction at no additional charge; or (b) promptly refund the portion of the fees paid with respect to such service. Exercise of this provision shall not be deemed to be a waiver of rights or remedies of each party.

4. Terms. The term of this Agreement shall commence and Consultant's duties and responsibilities under this Agreement shall begin as of the date first written above and shall continue, subject to earlier termination as provided herein, until the date indicated on Exhibit "B" Timeline, unless the timeline is modified by the agreement of the parties.

This agreement may be terminated at any time by either party for good cause.

5. Independent Contractor. It is the intent of the parties that Consultant is and shall remain an independent contractor, and Consultant shall (i) comply in all material respects with all the laws, rules, ordinances, regulations and restrictions applicable to the services, and (ii) pay all federal and state taxes applicable to Consultant, whether levied under existing or subsequently enacted laws, rules or regulations. The parties hereto do not intend to create an employer-employee or master-servant relationship of any kind.

6. Workers' Compensation. Consultant agrees to provide Workers' Compensation insurance for Consultant's employees and agents to the extent required by law, and agrees to hold harmless and indemnify the Client for any and all claims arising out of injury, disability, or death of Consultant's employees or agents.

7. Assignment. This Agreement shall not be assigned or transferred by Consultant in whole or in part without the prior written consent of the Client, and any such purported assignment without such prior written consent shall be void. No subcontract shall be made without written
approval of the Client. If Consultant shall cause any part of the project to be performed by a subcontractor, the provisions of this contract shall apply to such sub-contractor, and Consultant shall be liable hereunder for all acts and negligence of the subcontractor.

8. Property Rights. Ownership of any designs, plans, maps, reports, specifications, drawings, and other information or items produced by Consultant while performing services under this Agreement will be joint between consultant and Client, as will any copyrights, patents, or trademarks obtained by Consultant while performing services under this Agreement and may be used individually by either Consultant or Client.

The original of all reports, memoranda, studies, plans, specifications, drawings, materials, exhibits, maps or other similar or related final deliverables prepared by Consultant in the performance of the services for the Client shall be the property of Consultant and Client and may be used individually by either.

Consultant shall have the right to retain and utilize copies of all work it produces on the Project for citation and dissemination in the Consultant’s resume, brochures and other generally recognized forms of professional public relations.

9. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered if personally delivered or sent via electronic mail, or three (3) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, and shall be addressed as follows:

To Client:
Office of the Mayor
229 S. Second St.
Elkhart, IN 46516

Copy to:
Office of Corporation Counsel
229 S. Second St.
Elkhart, IN 46516

To Consultant:
Joseph Minicozzi, AICP
Principal
Urban 3, LLC
2 Vanderbilt Place
Asheville, NC 28801
828-301-8073 cell
828-255-7951x208
joe@urban-three.com

Either party may change its address by giving written notice thereof to the other party.

10. Arbitration and Attorney's Fees. The party prevailing in any action at law or in equity necessary to enforce or interpret the terms of this Agreement shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

12. No Discrimination. Consultant certifies and agrees that she/he will not discriminate against any employee, volunteer, or applicant for employment because of race, or, religion, national origin, ancestry, sex, age, sexual orientation, handicap, color or AIDS, in accordance with requirements of local, state, and federal law. Contractor shall take affirmative action to assure the qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, handicap, or AIDS. Consultant shall comply with all local, state, and federal posting and certification requirements.

13. Governing Law. This Agreement shall be governed by the laws of the State of INDIANA.

14. Entire Agreement; Amendments. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

15. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

16. Severability. If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

17. Waiver. The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

18. Successors and Assigns. Subject to the provisions of Section 8, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
19. Warranty of Authority. Each of the undersigned warrants that he/she has authority on behalf of his or her principal to execute this agreement.

DATED: MONTH, __, 2020

____________________
Joseph Minicozzi, AICP, Principal, URBAN3

DATED: MONTH__, 2020

____________________
By:
Client Representative, Client Company Name
Exhibit "A" Scope of Services

Urban3 will provide expert advice and information to the Client. Specifically, Urban3 will provide talking points for the Client’s presentation to Council on Saturday, November 14. These will include specific economic impact questions that could have been asked before the removal of the County courthouse from downtown, as well as other considerations that should be taken into account with the vacant land in downtown Elkhart, once the court function has moved. Additionally, Urban3 will provide the Client with a PDF slide deck with information and case studies to provide education on the importance of valuation of public lands and creating density to maximize the city and county’s return on investment.

Exhibit "B" Description of Compensation

Consultant fees will not exceed $3,000 for performing the services of this contract, billed on an hourly basis. The cost will most likely be lower than the not to exceed amount. See hourly rates below. Should the amount billed approach the not-to-exceed budget listed above, the Consultant will notify the Client.

**Urban3 Hourly Rates 2020**

<table>
<thead>
<tr>
<th>Staff</th>
<th>Position</th>
<th>Hourly</th>
<th>Day Rate</th>
<th>Travel Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joe Minicozzi</td>
<td>Principal</td>
<td>$310</td>
<td>$2,480</td>
<td>$1,240</td>
</tr>
<tr>
<td>Cate Ryba</td>
<td>COO/Planner</td>
<td>$210</td>
<td>$1,680</td>
<td>$840</td>
</tr>
<tr>
<td>Phillip Walters</td>
<td>Project Manager/Planner</td>
<td>$170</td>
<td>$1,360</td>
<td>$680</td>
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<tr>
<td>Josh McCarty</td>
<td>Lead Analyst</td>
<td>$160</td>
<td>$1,280</td>
<td>$640</td>
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<tr>
<td>Will Creasy</td>
<td>Analyst</td>
<td>$130</td>
<td>$1,040</td>
<td>$520</td>
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<tr>
<td>Kate Sales</td>
<td>Analyst</td>
<td>$110</td>
<td>$880</td>
<td>$440</td>
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<tr>
<td>Cade Justad-Sandberg</td>
<td>Analyst</td>
<td>$90</td>
<td>$720</td>
<td>$360</td>
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<tr>
<td>Caitlen Nelis-Masters</td>
<td>Administrative</td>
<td>$68</td>
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</tbody>
</table>

Exhibit "C" Timeline

All tasks enumerated in Exhibit "A" are to be completed by the end of the business day, Friday, November 13.
Use & Event Permits

- Minority Health Coalition Health Fair & Back2School 8/21- Temporary Street Closure, Special Exception from Noise, ESS, EMS, Trash Cans, Tables, Plaza Sign, Public Assembly
- Grogg Birthday Party 8/28- Special Exception from Noise
- Salvation Army Neighborhood Fiesta 8/22- Temporary Street Closure, Public Assembly, Special Exception from Noise
- NYCRR Museum Rockin' on the Rails 9/18- Portable Stage, Trailer, Plaza Sign, Public Assembly, Special Exception from Noise
- Trivia Night Central Green Park 10/7- Fencing, Public Assembly, Special Exception from Noise
- Modrell Block Party 9/18- Temporary Street Closure, Special Exception from Noise
- Yoga on the Green 9/13, 9/20, 9/27, 10/4- Public Assembly, Central Green Stage, Plaza Sign
- Boneheads Backyard Bash 8/28- Special Exception from Noise
- Abarca Birthday Party 9/11- Special Exception from Noise
- Labor Day Parade 9/6- ESS, Platform, Mic, Speakers, Risers, Street Closures, Plaza Sign, Electric, Special Exception from Noise, Parade and Public Assembly
- DAV Corn & Sausage Roast 9/28- Special Exception from Noise