

CITY OF ELKHART
BOARD OF PUBLIC WORKS MEETING
AGENDA

Common Council Chambers

9:00 A.M., Tuesday, May 18, 2021

<https://coei.webex.com/coei/j.php?MTID=mc6b074a169ea710b2c57f74a32c305b8>

Join by phone: 1-415-655-0001

Meeting Number (access code): 172 833 9109

Meeting password: BOW21

I. Roll Call

II. Approve Agenda

III. Open Bids

- #21-24 Sewer System CCTV 2021

IV. Claims

V. Minutes: Regular Meeting May 4, 2021

VI. Engineering

- a.) Administration
 - PSA Extension with ISC for River District Implementation
- b.) Right-of-Way
 - Request Bid #21-25 Franklin Street Resurfacing CCMG
 - Request Bid #21-26 CR 17 Resurfacing
 - Alliance RV Permission to Grant Private Fence Encroachment
- c.) Utility
 - PSA with Wessler Engineering for Sunnyside Bridge Utility Coordination
- d.) Summary
 - Revocable Permits
 - Release of Bond
 - Sewer Assessment Applications
 - Water Assessment Applications

VII. Utilities

- a.) Administration
 - Water Utility MRO for April 2021
 - Appropriation Request for Hydraulic Actuators
 - Appropriation Request for Two New Gear Boxes for Pumps
 - Request Quote #21-05 Elkhart Environmental Center Pervious Paver Installation
 - Request Quote #21-06 Prep and Seeding of the South Prairie Area

- b.) Aquatics
 - 2020 Aquatic Community Monitoring Report
 - Midwest Biodiversity Institute Contract for Macroinvertebrate Processing
 - Pace Analytical Services Contract for 2021 Fish Tissue Analysis
- c.) Environmental Compliance
 - Notice of Violation 25% Rule King Gyros (F2015-185)
 - Notice of Violation Discharging Without a Valid FOG Certificate King Gyros 3520 S. Main St. (F2015-185)
 - Notice of Violation 25% Rule Happy North Garden 2900 Cassopolis St. (F2019-033)

VIII. New Business

- NJPA Sourcewell Purchase- Street Sweeper
- Award Bid #21-19 Fifteen Police Cars
- Axon Contract for Police Training Equipment
- Economic Development Grant with Elkhart Festivals Inc. for Jazz Festival
- Request Bid #21-27 Demolition of 526 W. Washington Street
- PSA with Insight Strategic Concepts, Inc. for Elkhart 2040 We Thrive Economic Development Plan Phase III

IX. Use and Event Permits

- Come to Life Release Party 5/29- Central Green Stage, Special Exception from Noise, Public Assembly, Plaza Sign
- Corpus Christi Procession 6/6- Public Assembly, Special Exception from Noise, ESS
- Hernandez Confirmation 5/15- Special Exception from Noise
- Color for Kids Fun Run/Walk 6/26- Central Green, ESS, EMS, Temporary Street Closures, Plaza Sign, Public Assembly, Special Exception from Noise
- ADEC Picture Possibilities 7/30-Plaza, Street Closure, Public Assembly, Special Exception from Noise, Plaza Sign
- EBE South Side Parade 7/24- ESS, Street Closures, Golf Carts, Parade and Public Assembly, Special Exception from Noise
- EBE 2021 IBE Youth Retreat 7/30- Central Green Stage, Public Assembly, Special Exception from Noise
- Gateway Mile Autofest 7/17- ESS, Temporary Street Closure, Public Assembly, Special Exception from Noise, Plaza Sign
- Jazz Festival 6/18-6/20- Central Green Stage, fencing, Golf Cars, EMS, EPD, Temporary Street Closures, Special Exception to Noise, Public Assembly, Plaza Sign
- Taste of Elkhart Food Truck Festival 9/25- Central Green and Civic Plaza- EMS, Fencing, Golf Cars, Risers, Trailer, EPD, Temporary Street Closures,
- DAV Fundraiser 6/5- Special Exception to Noise

- DAV Picnic 8/14- Special Exception to Noise
- EnviroFest 8/7-ESS, Golf Carts, Stage, Trailer, EPD, Plaza Sign, Bridge Banners, Special Exception from Noise, Public Assembly
- 2021 Summer Chill Series 3rd Fridays- Event Fencing, Stage, Plaza Sign, Public Assembly, Special Exception from Noise
- America Needs Fatima Rosary Rally 10/16- City Plaza, Plaza Sign, Electric, Special Exception from Noise, Public Assembly
- Juneteenth 6/19- Temporary Street Closure, Plaza Sign, Special Exception from Noise, Public Assembly


X. Public Participation

XI. Adjournment

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

Board of Public Works
CLAIM AND ALLOWANCE DOCKET

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

May 13th, 2021 
JAMIE ARCE - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF \$7,567,443.65, AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 106 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 18TH DAY OF MAY 2021 BY:

PRESIDENT _____
MICHAEL C. MACHLAN

VICE PRESIDENT _____
CHAD CRABTREE

MEMBER _____
JAMIE ARCE

MEMBER _____
RON DAVIS

MEMBER _____
ROSE RIVERA

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE

Board of Public Works

Accounts Payable Summary
May 18, 2021

Individual Claims Over \$25,000 each:

Fund	Vendor	Description	Amount
444	BORDEN WASTE AWAY	MAY TRASH SERVICE	184,458.09
603/608	BROWN & BROWN	PWU OFFICE RENOVATIONS	68,482.17
101	MUNICIPAL EMERGENCY SVC	FIREFIGHTER RIG GEAR	27,193.80
101	CENTRALSQUARE TECH	MAINTENANCE CONTRACT-COM CTR	38,589.47
101	YODER OIL	POLICE - APRIL FUEL	28,287.94
608	DLZ	OAKLAND AVE TANK	91,520.50
444	ELKHART FESTIVAL	JAZZ FESTIVAL 2021	75,000.00
605	FEDEWA	RIVERVIEW WATER TOWER PAINTING	59,640.00

Total Claims over \$25,000	573,171.97
Regular Claims under \$25,000:	810,005.10
Total Regular Departmental Claims:	1,383,177.07

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

101	INDIANA MICHIGAN POWER	CITY HALL ELECTRICITY	34,152.19
706	ONB BENEFIT	WORK COMP CLAIMS-APRIL	25,084.69
606	INDIANA MICHIGAN POWER	PUBLIC WORKS	36,708.92
460	ELKHART COUNTY TREASURER	STORM WATER USER FEE 2020/2021	25,687.76

Total Pre-Approved over \$25,000:	121,633.56
Regular Claims under \$25,000:	342,046.21
Total Pre-Approved Claims:	463,679.77

Payroll and Pension Payments:

Fire & Police Pension	4.30.2021	4,185,528.13
Bi-weekly Payroll	4.30.2021	1,535,058.68
Total Payroll:		5,720,586.81

Total All Claims, Internal Payments, and Payroll: \$ 7,567,443.65

(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
Tuesday, May 4, 2021

President Mike Machlan called a regular meeting of the Board of Public Works to order at 9:02 a.m., Tuesday, May 4, 2021. The Clerk of the Board Nancy Wilson called the roll. Mike Machlan, Rose Rivera, and Ron Davis attended in person. Jamie Arce and Chad Crabtree were absent.

1. Approve Agenda

A motion was made by Rose Rivera and seconded by Ron Davis to approve the agenda. On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the agenda was amended by adding the Sourcewell Purchase of GPS Service, Declaring and Emergency 5220 Middlebury Street Sinkhole, Declaring an Emergency Division Street Sewer Main Break Repair, and Board of Works Resolution 21-10 Amending the 2021 Wage Resolution. The amended agenda carried 3-0.

2. Open Bids

Bid #21-19 Fifteen Police Vehicles

Proof of publication was presented which appeared in The Elkhart Truth on April 10 and April 17, 2021. The following bids were received:

Jordan Automotive Group submitted a signed and certified bid summary form with all items checked. The base bid was \$39,988.00 each gas engine, \$38,467.00 each hybrid engine noting no trades for a total net bid of \$596,778.00.

Zeigler Ford Lincoln submitted a signed and certified bid summary form with all items checked. The base bid was \$511,789.59 for 13 units total. The bid for 15 units was \$589,102.17.

On motion by, seconded by and unanimously carried, the Board referred the bids to the Central Garage Department Head for review and recommendation at the next meeting.

3. Claims

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board approved the Claim and Allowance Docket in the amount of \$2,052,734.37 consisting of 113 pages as prepared on April 28, 2021 at 1:55 p.m.

4. Minutes Special Meeting April 13 & Regular Meeting April 20, 2021

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board approved the Special Meeting Minutes of April 13 and the Regular Minutes of April 20, 2021.

5. Tabled Items

Supplemental Agreement No. 4 with Weaver Consultants Group for Brownfields 700 W. Beardsley Project

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board took the Agreement off the table. A motion was made by Rose Rivera to approve the Supplemental Agreement No. 4 with Weaver Consultants Group for Brownfields 700 W. Beardsley Project. There was no second to the motion. The item failed.

6. Engineering

(A.) Administration

PSA with Christopher B. Burke Engineering for Design of Main Street and Middlebury Street Railroad Crossing

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board approved a PSA with Christopher B. Burke Engineering for the Design of Main Street

BOARD OF PUBLIC WORKS

Tuesday, May 4, 2021

and Middlebury Street Railroad Crossing in an amount not to exceed \$36,000.00.

(B.) Right-of-Way

Request Quote #21-04 High Street Curb Ramp

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board granted permission to quote the High Street Curb Ramp Quote #20-04.

(C.) Utility

PSA with Arcadis U.S., Inc. for Water Master Plan Update

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board approved a PSA with Arcadis US, Inc. for the Water Master Plan Update in an amount not to exceed \$84,500.00.

PSA DLZ Indiana, LLC Amendment #2 Main Street Water Main Replacement

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board approved Amendment #2 with DLZ Indiana, LLC for the Main Street Water Main Replacement project, WA 7687, for an increase of \$15,505.00, bringing the current not-to-exceed fee to \$247,330.00.

PSA DLZ Indiana Amendment #1 Edgewater Lift Station Replacement

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board approved Amendment #1 with DLZ Indiana, LLC for the Edgewater Lift Station Replacement Project, SA 7782, with a net change to the contract amount of \$0. The current not-to-exceed amount will remain at \$369,500.00.

Declaration of Emergency 5220 Middlebury Street Sinkhole

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board declared an emergency for the March 9, 2021 5220 Middlebury Street sinkhole repair.

Declare Emergency Division Street Sewer Main Break Repair

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board declared an emergency for the Division Street Sewer Main break repair.

7. Utilities

(A.) Administration

Wastewater Treatment Plant MRO for March 2021

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board accepted and placed on file the Wastewater Treatment Plant MRO for March 2021.

Great Lakes Combined Sewer overflow Annual Notification

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board accepted notification of the Great Lakes Combined Sewer Overflow Public Notice Annual Notification.

(B.) Utility Finance

Payment #21 to Keramida Inc. for 1032 E. Beardsley Avenue Remediation

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board approved payment #21 in the amount of \$7,950.00 to Keramida, Inc. for the 1032 E. Beardsley Ave. Remediation Project.

Payment #23 to Weaver Consultants Group for 700 W. Beardsley Ave. Remediation Project

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board approved payment #23 in the amount of \$2,415.25 to Weaver Consultants Group for the 700 W. Beardsley Ave. Remediation Project.

BOARD OF PUBLIC WORKS
Tuesday, May 4, 2021

(C.) Environmental Compliance

Notice of Violation: 25% Rule Violation Five Star Dive Bar, 526 S. Main St. (F2018-001)

A motion was made by Rose Rivera and seconded by Ron Davis to approve the Notice of Violation: 25% Rule Violation for Five Star Dive Bar, 526 S. Main St. (F2018-001) and assess a penalty of \$100.00. Megan Kolaczyk explained the violation to the Board. They pumped it out and responded within the allotted time frame. Jason Curtis spoke to the Board and let them know they changed their operational procedure for the grease trap. They were cleaning it in-house, and have hired a professional company to come out monthly to clean it and report to the pretreatment staff. On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board reduced the penalty to \$50.00. The amended motion carried 3-0.

Notice of Violation: 25% Rule Yummy Chinese (F2018-005)

A motion was made by Rose Rivera and seconded by Ron Davis to approve the Notice of Violation: 25% Rule Violation for Yummy Chinese (F2018-005) and assess a penalty of \$100.00. Megan Kolaczyk said they cleaned it out within the allotted time frame and responded to the violation on time. She explained the testing process. The FSE was not present either in-person or on line. On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board reduced the penalty to \$50.00. The amended motion carried 3-0.

FOG Variance Request: That Guy's Gourmet Ribs 2041 Cassopolis St. Suite A

A motion was made by Rose Rivera and seconded by Ron Davis to approve a FOG Variance Request for That Guy's Gourmet Ribs located at 2041 Cassopolis St. Suite A. Megan Kolaczyk explained the request to the Board. They received a variance in November 2020. They share two grease interceptors that are run in series with a second FSE The Matterhorn. The FOG Ordinance requires their own properly sized interceptor. The Legal Department and the Utility tried to work with the property owner to get a Restrictive Covenant in place and he was not willing to do that. Because the Variance expires in May, the owner requested an extension. Attorney Randy Arndt told the Board the owner does not want to do a restrictive covenant. If there is a problem with That Guy's Ribs, it is a problem for the owner of the building. Megan clarified that back in November, the Utility did not have time to contact the owner of the building before the Board issued the variance to help the new business get open during the difficult times. Mike asked if anyone was there representing That Guy's Ribs. The FSE was not present. Lynn Brabec said they have an interceptor, actually there are two of them. The unique situation is who is responsible if they are out of compliance since they run together. Randy responded that the owner of the property is responsible for both. On motion by Ron Davis, seconded by Rose River and carried 3-0, the Board amended the Variance to extend it until November. Lynn suggested a six-month variance to see if both facilities handle the current interceptors. Ron and Rose withdrew their amendment motion. On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board granted an extension to the FOG Variance until November 30, 2021 for That Guy's Gourmet Ribs for the current Variance situation, and required the Utility and the FSE to check the grease levels at least three times during that time period to see what the effects are of the shared grease interceptors. The amended motion carried 3-0.

BOARD OF PUBLIC WORKS

Tuesday, May 4, 2021

8. New Business

2021 Municipal Band Contract

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board approved the 2021 Municipal Band Agreement for an amount of \$55,000.00.

Economic Development Partnership Grant Greater Elkhart Chamber of Commerce

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board approved the Economic Development Partnership Grant between the City of Elkhart and the Center for Business Excellence in the amount of \$15,000.00.

Commercial Broadband Solutions Contract

On motion by Ron Davis, seconded by Rose Rivera and carried 3-0, the Board approved the contract for Commercial Broadband Solutions for installation of a backup dedicated internet access for \$500.00/month.

GPS Service Provider Funds Release

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board approved the GPS Service Provider Release for \$58,760.00 through Sourcewell to go to CDW Inc. the distributor of SamSara Technologies, and to enter into a contract to provide three years of GPS service and maintenance tracking of all City vehicles.

Board of Works Resolution #21-10 Amending the 2021 Wage Resolution

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board approved Board of Works Resolution #21-10 amending the 2021 Wage Resolution.

9. Public Participation

Kevin Bullard asked on Facebook how many vehicles the new GPS would cover. Josh Holt responded two hundred vehicles and fifty pieces of equipment.

10. Adjournment

On motion by Rose Rivera, seconded by Ron Davis and carried 3-0, the Board of Works adjourned at 10:26 a.m.

Mike Machlan, President

Attest: _____ Nancy Wilson, Clerk of the Board.


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M E M O R A N D U M

DATE: May 13, 2021

TO: Board of Public Works

FROM: Tory Irwin, City Engineer 

RE: **River District Implementation Team PSA Extension – ISC**

In January of 2020, the River District Implementation Team Support Services Contract with ISC was extended through May 31, 2021. The City is still working through the details of transitioning the Implementation Team and would like to request an extension of the ISC contract through June 30, 2021. The contractual amount of the PSA is not being changed.

It is requested the Board of Public Works:
approve the Professional Service Agreement contract extension with ISC Community Development LLC for the River District Implementation Team through June 30, 2021.



M E M O R A N D U M

DATE: May 12, 2021
TO: Board of Public Works
FROM: Ryan Clussman, Right of Way Engineer *RC*
RE: **Permission to Advertise Franklin Street Resurfacing CCMG Project - Bid #21-25**

The Department of Public Works requests approval of the specifications, and permission to advertise the Franklin Street Resurfacing CCMG Project.

The project will consist of a 2-inch mill and HMA overlay along Franklin Street. In addition, this project will include much needed ADA improvements along the Franklin Street corridor.

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

This project will be funded through City Council and State Community Crossings Matching Grant (CCMG) funds.

It is requested the BOW:

approve the specifications and grant permission to advertise the Franklin Street Resurfacing CCMG Project Bid #21-25.



M E M O R A N D U M

DATE: May 12, 2021
TO: Board of Public Works
FROM: Ryan Clussman, Right of Way Engineer RC
RE: **Permission to Advertise County Road 17 Resurfacing Project - Bid #21-26**

The Department of Public Works requests approval of the specifications, and permission to advertise the County Road 17 Resurfacing Project.

The project will consist of a 2-inch mill and HMA overlay along County Road 17.

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

This project will be funded through already appropriated City Council funds.

It is requested the BOW:

approve the specifications and grant permission to advertise the County Road 17 Resurfacing Project Bid #21-26.



M E M O R A N D U M

DATE: May 12, 2021
TO: Board of Public Works
FROM: Ryan Clussman, Right of Way Engineer RC
RE: **Permission to Grant Existing Private Fence and Encroachment Along City ROW – Alliance RV**

This request was brought forward by Alliance RV. They are requesting that the Board allow the existing chain link fence and for parking of the recreational vehicles along Benchmark Drive.

The location of this encroachment is at a dead end road that services only the business in question, thus there would be minimal impact to the general public.

Alliance RV's request letter is attached to this memo.

It is requested the BOW:
grant permission for the private fence and encroachment along Benchmark Drive for six months.



Land Surveying · Civil Engineering · Planning · Architecture · Project Funding · GIS · Environmental · Renewable Energy · Landscape Architecture

April 30, 2021

Board of Public Works
City of Elkhart, Indiana

RE: REQUEST TO ALLOW AN EXISTING FENCE TO REMAIN WITH THE PUBLIC RIGHT-OF-WAY OF BENCHMARK DRIVE

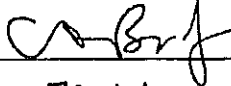
The undersigned Appellant respectfully shows the Board:

Coley Brady and Ryan Brady are the owners of 3 Creek LLC which is submitting for a request to allow for a private fence along with parking of recreational vehicles to occur withing Benchmark Drive until such time another property owner would seek to utilize either Benchmark Drive and/or Blueprint Drive.

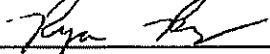


WHEREFORE, Appellant prays and respectfully requests a hearing on this appeal and that after such hearing, the Board grant the requested variance.

Current Property Owner (Appellant)

Signature of Property Owner: 

Printed Name: COLEY BRADY

Second Property Owner: 

Printed Name: Ryan Brady

Owner's Representative:

Contact Person: Matt Schuster w/ Jones Petrie Rafinski Corp. (JPR)
Address: 300 Nibco Parkway, Suite 250
Elkhart, IN 46516
Ph: (574) 293-7762



M E M O R A N D U M

DATE: May 7, 2021
TO: Board of Public Works
FROM: Edgar Moreno, Utility Engineer
RE: **Sunnyside Bridge Utility Coordination PSA Agreement**

The Department of Public Works requests approval of the attached Professional Services Agreement to coordinate utilities and develop alternatives for potential utility relocations in association with the Elkhart County grade separation project near Sunnyside Ave.

Elkhart County plans on the new construction of Sunnyside Avenue from CR20/Mishawaka Road to CR13 as well as Concord Mall Drive from CR20/Mishawaka Road to US 33. Construction consists of a new overpass over the rail road tracks, a new roundabout and roadway re-alignments. As it currently stands, there is private utility infrastructure owned by the Concord Mall, which is serviced by the City of Elkhart. Parsons Corporation is the lead project manager for the project on behalf of the County. It has been requested by Parsons that we hire a consultant to work through utility coordination efforts as the project progresses.

Attached is the Professional Service Agreement (PSA) with Wessler Engineering, Inc. for professional services on the Sunnyside Bridge Utility Coordination. The PSA includes various services including project management, coordination with project stakeholders, identifying utility conflict and proposing utility alternatives/resolutions. A second phase of this PSA will later be scoped for utility design and drafting services for implementation with Parson's overall project set.

INDOT will reimburse the City for the consultant design costs.

This agreement has been sent to legal for review and approval.

It is requested the Board of Public Works:

approve the Professional Service Agreement between the City and Wessler Engineering, Inc. for the Sunnyside Bridge Utility Coordination, in an amount not to exceed \$33,100.00.

B.O.W. SUMMARY

May 18, 2021

Revocable Permits:

#6469, Property Owner: Miguel Auzarez
Property: 1217 S. Main St
Permit Holder: Miguel Auzarez
Sidewalk Work

#6469, Property Owner: Mike & Heather Burnett
Property: 1321 E Jackson Blvd.
Permit Holder: Mike & Heather Burnett
Storage Container in the Right of Way

#6470, Property Owner: Placon
Property: 2901 Oakland Ave.
Permit Holder: Holladay Construction Group
Blocking one lane of traffic

#6471, Property Owner: RETA
Property: 116 W. Jackson Blvd.
Permit Holder: DJ Construction
Temporary fence around property for safety

#6472, Property Owner: Cecilio Gonzalez
Property: 1017 Fulton St.
Permit Holder: Fire Bins Dumpsters
Dumpster placed in the street in front of the house

#6473, Property Owner: Carla Spencer
Property: 1528 Kilbourn St.
Permit Holder: First Response DRS
Dumpster placed in the street in front of the house

Release of Bond:

#4915, Owner: Silver Creek Homes
Property: 2614 CR 15

#4928, Contractor: Ortiz Construction
Property: 2328 Sylvan Ln.

#4942, Contractor: Nuway Construction
Property: 2800 Harman Dr.

#4945, Contractor: Straight Talk Construction
Property: 2502 Timberstone Dr. East

#4954, Contractor: Babsco Realty
Property: 301 W. Hively Ave.

#4962: Owner: Silver Creek Homes
Property: 3202 Neff St.

#4988, Contractor: MB Construction
Property: 2001 Woodland Estates Dr.

#4989, MB Construction
Property: 2028 Woodland Estates Dr.

#5001, Owner: Felipe Adame
Property: 2631 Stevens Ave.

#4983, Contractor: Brent Miller
Property: 2304 Aurora Ave

Sewer Assessment Application:

Damita Calhoun
58668 Stella Dr.
Elkhart, IN 46517
Property: 1101 W. Garfield Ave.
Paid in full, \$6,055.00

Jonathan Brown
24137 Roadster Ct.
Elkhart, IN 46516
Property: 700 Fieldhouse Ave.
Paid in full, \$4,255.00

Alejandro & Juana Quintero
3203 Vernon Ave.
Elkhart, IN 46514
Property: 1600 Cassopolis St.
Paid in full, \$3,655.00

Water Assessment Application:

Debra Coody
2103 Miller St.
Elkhart, IN 46514
Property: 2103 Miller St.
Paid in full, \$1,214.14

MB Builders
2809 A Ferndale Rd
Elkhart, IN 46517
Property: 30823 Cynthia Dr.
Paid in full, \$828.00

MB Builders
2809 A Ferndale Rd
Elkhart, IN 46517
Property: 30672 Cynthia Dr.
Paid in full, \$683.10

Samuel Aguilar
2414 Morehouse Ave.
Elkhart, IN 46517
Property: 2414 Morehouse Ave.
Paid in full, \$448.50

Christi Smith
3221 Middlebury St.
Elkhart, IN 46516
Property: 3221 Middlebury St.
Paid in full, \$462.30

Rod Roberson
Mayor

Laura Kolo
Environmental Resources

Tory Irwin, P.E.
Engineering Services



Public Works &
Utilities Department

Administration, Engineering
& Laboratory
574.293.2572

Utility Billing
574.264.4273

1201 S. Nappanee St.
Elkhart, Indiana 46516

Memo To: City of Elkhart Board of Public Works

From: Laura Kolo, Environmental Resources Manager

Date : May 17th, 2021

Subject: Water Utility Monthly Report of Operation for April 2021

Pumpage Information

Well Field Site Name	Total Monthly Flow (MG)	Average Daily Flow (MG)	Maximum Daily Flow (MG)	Minimum Daily Flow (MG)
North Main St.	111.461	3.715	4.994	2.877
Northwest	69.508	2.317	2.924	1.260
South	39.307	1.310	1.921	0.948
Total	220.276	7.343	Highest Total Pumpage 4/5/21 – 9.131 MG	
April 2020 Total	199.206	6.640	Lowest Total Pumpage 4/11/21 – 6.092 MG	

Finished Water Quality Information (Monthly Averages)

Well Field Site Name	Iron (mg/L)	Manganese (mg/L)	Fluoride (mg/L)	Total Chlorine (mg/L)	Orthophosphate (mg/L)
North Main St.	0.038	0.035	0.92	1.29	0.84
Northwest	0.034	0.033	0.88	1.36	0.82
South	0.013	0.039	0.82	1.44	0.91
Secondary Standard	0.300	0.050			
Desired Residual			0.8 – 1.0	0.9 to 1.5	0.5 – 1.0

" 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



M E M O R A N D U M

Date May 10, 2021
To Mike Machlan, Board of Works President
From Sebastian Cameron, Maintenance Supervisor *SC*
RE Appropriation Request

Elkhart Public Works is respectfully requesting an appropriation of \$36,200.00 to 608-5-999-799.0604 for installation of new hydraulic actuators and drain valves on the storage tanks at CSO 6 & 7, CSO 14, and CSO 31.

The operation of these valves are critical to the proper operation of the collections system during high flow or rain events. Previously the actuators were electric. These wet wells are prone to flooding above these actuators, and this caused them to no longer function. The hydraulic actuators will allow the station to operate even if submerged, unlike the previous ones. This will allow for current remote and future automated control of the storage structures as originally intended.

This project was quoted and budgeted for 2020. Due to Covid-19 shutdowns there wasn't enough available information from the specs to quote installation. The previously appropriated funds were turned back in at the end of last year.

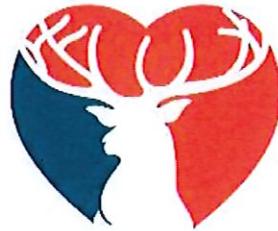


M E M O R A N D U M

Date May 10, 2021
To Mike Machlan, Board of Works President
From Sebastian Cameron, Maintenance Supervisor *SC*
RE Appropriation Request

Elkhart Public Works is respectfully requesting an appropriation of \$58,045.40 to 608-5-999-799.0604 for purchase and alignment of two new gear boxes for the secondary screw pumps at the treatment plant.

The secondary screw pumps are critical to transferring wastewater through the process. One gear box was lost due to wear on the internal gears. The current gear boxes are German and obsolete making it a special order item with a lead time of 23 weeks to repair and 32 weeks to buy new. We are replacing this gear box with a different gear box with a 6-8 week lead time that has available parts. The current working gear box is the same age as the one we just lost. Both gear boxes can be replaced for less than repairing or replacing the one that is currently out of service. The quoted cost was \$54,556.34 to repair or \$66,950.00 to replace one of the old gear boxes.



City of Elkhart
Public Works and Utilities

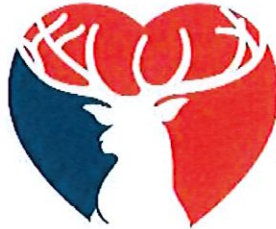
M E M O R A N D U M

DATE: May 18, 2021
TO: Board of Public Works
FROM: Joe Foy, Stormwater Manager 
RE: Permission to Quote the Elkhart Environmental Center Pervious Paver Installation (Quote #21-05)

Pervious concrete was installed along the north edge of the parking lot at the Elkhart Environmental Center (EEC) years ago. This material has been deteriorating and needs to be replaced. Precast pervious pavers have been purchased to replace all of the pervious concrete and to add a hard surface path to the new pavilion from the parking lot. This quote will include the removal of the pervious concrete, installation of sub-base material for the pavers and then installation of the pavers themselves.

This project will be paid for from budget line 612-5-931-736.0000.

Engineering requests permission to solicit quotes for the Elkhart Environmental Center Pervious Paver Installation (Quote #21-05) project.



City of Elkhart
Public Works and Utilities

M E M O R A N D U M

DATE: May 18, 2021
TO: Board of Public Works
FROM: Joe Foy, Stormwater Manager 
RE: Permission to Quote the Prep and Seeding of the South Prairie Area (Quote #21-06)

Leaf composting operations have stopped at the Elkhart Environmental Center and an 8-12 inch soil layer is being installed over the area where this occurred to meet permit close-out requirements. Once the soil has been placed over this whole area, final site grading and seeding will need to be completed to stabilize the area and terminate the leaf composting permit.

This project will be paid for from budget line 612.5-931-736.0000.

Engineering requests permission to solicit quotes for the Prep and Seeding of the South Prairie Area (Quote #21-05) project.

M E M O R A N D U M

DATE: May 11, 2021
TO: Board of Public Works
FROM: Daragh Deegan, Aquatic Biologist
RE: **2020 Aquatic Community Monitoring Report**

The 2020 Elkhart-South Bend Aquatic Community Monitoring Report has been prepared and is being presented for acceptance by the Board. In an effort to save paper, I will email each board member an electronic version of the report prior to the Board Meeting. Once accepted by the Board, the report will be posted on the City website and will be distributed to our partners with the City of South Bend, along with other community partners and supporters.

The following is requested from the Board of Public Works:

Accept the 2020 Aquatic Community Monitoring Report.

M E M O R A N D U M

DATE: May 11, 2021
TO: Board of Public Works
FROM: Daragh Deegan, Aquatic Biologist
RE: **Contract for 2021 Elkhart Area Macroinvertebrate Processing**

One of the methods the Aquatics Program uses to assess local stream health is to sample macroinvertebrate communities. Each year our program collects 22 macroinvertebrate samples and sends them to Midwest Biodiversity Institute (MBI) for lab identification and processing. As indicated in the attached contract, the cost for this service is \$20,024.03. The contract was reviewed and approved by our legal department.

The following is requested from the Board of Public Works:

Approve the contract provided by Midwest Biodiversity Institute for 2021 Elkhart Area Macroinvertebrate Processing at a cost of \$20,024.03

To: Daragh Deegan, City of Elkhart

From: Chris Yoder, MBI

Subject: Contract for 2021 Elkhart Area Macroinvertebrate Sample & Data Processing

Date: April 13, 2021

The City of Elkhart Public Works and Utilities has requested the assistance from the Midwest Biodiversity Institute (MBI) in determining the relative condition of the macroinvertebrate communities at 22 locations on various rivers and streams in Elkhart and St. Joseph Counties, Indiana. MBI will provide the services to accomplish this work for the fees listed below:

Task	Description	Fee
Mobilization & Planning	<ul style="list-style-type: none"> • Project management • Pre-lab preparations • Purchase and send HDs 	\$1,509.68
Macroinvertebrate Sample Processing	<ul style="list-style-type: none"> • Sample processing – taxonomy & enumeration • Lab supplies 	\$17,465.89
Data Processing & Reports	<ul style="list-style-type: none"> • Data entry • Data management & ICI/taxa report outputs 	\$1,048.47
Total		\$20,024.03

Deliverables from MBI include processing 22-HD samplers provided by City of Elkhart personnel. MBI will purchase and send HDs to Elkhart prior to the sampling season. MBI's senior macroinvertebrate taxonomists will identify to the lowest practicable level. MBI will provide data management and report ICI scores, metrics, and assemblage composition via database files.

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

Midwest Biodiversity Institute

City of Elkhart, Indiana acting by and through its Board of Public Works

By: Peter A. Precario



By: _____

Title: Executive Director

Title: _____

Date Signed: April 14, 2021

Date Signed: _____

M E M O R A N D U M

DATE: May 11, 2021
TO: Board of Public Works
FROM: Daragh Deegan, Aquatic Biologist
RE: **Contract for 2021 Fish Tissue Lab Analysis**

Every year the Aquatics Program collects fish tissue samples to determine the level of contaminants in fish tissue. This information is used to determine the safety of eating fish for local residents and is shared with the State Department of Health for inclusion in the Fish Consumption Advisory for local waterways.

The attached contract for \$5,795 from Pace Analytical is for laboratory processing and analysis of 10 samples for various contaminants, including mercury, PCBs, heavy metals, and chlorinated pesticides. The contract was reviewed and approved by our legal department.

The following is requested from the Board of Public Works:

Approve the contract provided by Pace Analytical Services for 2021 Fish Tissue Analysis at a cost of \$5,795.00.



City of Elkhart
Public Works & Utilities

To: Members of the Board of Public Works
 From: Lynn Brabec, Environmental Compliance Manager *LB*
 Date: May 11, 2021
 Re: Notice of Violation: 25% Rule Violation – KING GYROS, 3520 S. MAIN ST. (F2015-185)

During a renewal inspection on 03/31/2021 at KING GYROS, 3520 S. MAIN ST., the grease interceptor 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 first 25% Rule Violation within a year. To date, KING GYROS, has not sent a written response to the Notice of Violation received on April 16, 2021. The Penalty Matrices recommend assessing a total penalty of \$600.

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

Violation Date & FOG Amount	Penalty Matrix Recommendation:*	Met all requirements outlined in Notice of Violation? Requirements included submission of written response, signed certification statement and FOG application	Additional Violation?
03/31/2021 39%	\$100	No	Yes

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

Date of Violation:	Penalty Matrix Recommendation:**
5/2/2021	\$500 Penalty**

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

Location:	Date of Violation:	Penalty Matrices Recommendation:	BOW Assessed Penalty:
KING GYROS 3520 S. MAIN ST.	04/01/2021	\$600	\$

Approved this _____ of _____ 2021.

Michael Machlan

Date

Chad Crabtree

Date

Jamie Arce

Date

Ronnie Davis

Date

Rose Rivera

Date

Additional notes or requirements from the Board of Public Works:

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

Offense	First offense	Second offense	Third offense	Fourth & subsequent offense(s)
15.9.3 Failure to operate or maintain FOG control device in proper working order (Ord. No. 5434 as amended)	\$100	\$200	\$250	\$300

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

OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD & SUBSEQUENT OFFENSE(S)
9.3.3 Failure to respond to Notice of Violation :	\$100	\$200	\$500



City of Elkhart

Public Works & Utilities

To: Members of the Board of Public Works
 From: Lynn Brabec, Environmental Compliance Manager *LB*
 Date: May 11, 2021
 Re: Notice of Violation: Discharging Without a Valid FOG Certificate – KING GYROS, 3520 S. MAIN ST. (F2015-185)

KING GYROS received a Notice of Violation (NOV) for discharging without a valid FOG Certificate. To date, KING GYROS has not responded to the Notice of Violation received on April 16, 2021. The Penalty Matrices recommend assessing a total penalty of \$470.

Violation #1: Discharging without a valid FOG Certificate. The FOG Certificate expired on 03/31/2021.

Date of Violation:	Penalty Matrix Recommendation:*	Met all requirements outlined in Notice of Violation? Requirements included submission of written response, signed certification statement and FOG application	Additional Violation?
04/01/2021	\$270 \$270=\$100 (first 30 days)+\$170 (\$10 per day thru 05/17/2021)	No	Yes (see Violation #2)

Previous non-response for was for a prior NOV with response due on November 14, 2020.

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

Date of Violation:	Penalty Matrix Recommendation:**
5/2/2021	\$200 Penalty**

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

Location:	Date of Violation:	Penalty Matrices Recommendation:	BOW Assessed Penalty:
KING GYROS 3520 S. MAIN ST.	04/01/2021	\$470	\$

The Board of Public Works authorizes the Public Works staff to continue to apply the penalty assessed by the Board as outlined in the, "FSE FOG Penalty Guideline Table" contained in the Elkhart Public Works and Utilities "Guide to Wastewater Utility Policies", July 2019 revision, until the FSE becomes compliant or the Board reevaluates the violation.

Approved this _____ of _____ 2021.

Michael Machlan

Date

Chad Crabtree

Date

Jamie Arce

Date

Ronnie Davis

Date

Rose Rivera

Date

Additional notes or requirements from the Board of Public Works:

*According to the "FSE FOG Penalty Guideline Table" contained in the Elkhart Public Works and Utilities "Guide to Wastewater Utility Policies", July 2019 revision, the following recommended penalties may be assessed for this violation:

Offense	First offense	Second offense	Third offense	Fourth & subsequent offense(s)
15.9.2 Discharging without a valid FOG Certificate	\$100 first 30 days of violation	\$10 per day for day 31 and thereafter	N/A	N/A
15.9.7 Failure to submit new or renewal application as required	\$100 for first 15 days past due date	\$5 per day for day 16 and thereafter	N/A	N/A

**According to the guidance in the Enforcement Response Plan Penalty Matrix the following recommended penalties may be assessed if in violation:

OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD & SUBSEQUENT OFFENSE(S)
9.3.3 Failure to respond to Notice of Violation :	\$100	\$200	\$500



City of Elkhart
Public Works & Utilities

To: Members of the Board of Public Works
 From: Lynn Brabec, Environmental Compliance Manager *LB*
 Date: May 11, 2021
 Re: Notice of Violation: 25% Rule Violation – Happy North Garden, 2900 CASSOPOLIS ST (F2019-033)

During a new certificate inspection on 03/12/2021 at Happy North Garden, 2900 CASSOPOLIS ST, the 100 GPM grease trap 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 first 25% Rule Violation within a year. To date, Happy North Garden, has not sent a response to the Notice of Violation received on April 20, 2021. The Penalty Matrices recommend assessing a total penalty of \$300.

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

Violation Date & FOG Amount	Penalty Matrix Recommendation:*	Met all requirements outlined in Notice of Violation? Requirements included submission of written response, signed certification statement and FOG application	Additional Violation?
03/12/2021 36%	\$100	No	Yes

Previous non-response for was for a prior NOV with response due on October 16, 2020.

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

Date of Violation:	Penalty Matrix Recommendation:**
5/6/2021	\$200 Penalty**

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

Location:	Date of Violation:	Penalty Matrices Recommendation:	BOW Assessed Penalty:
Happy North Garden 2900 Cassopolis St.	3/12/2021	\$300	\$

Approved this _____ of _____ 2021.

Michael Machlan

Date

Chad Crabtree

Date

Jamie Arce

Date

Ronnie Davis

Date

Additional notes or requirements from the Board of Public Works:

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

Offense	First offense	Second offense	Third offense	Fourth & subsequent offense(s)
15.9.3 Failure to operate or maintain FOG control device in proper working order (Ord. No. 5434 as amended)	\$100	\$200	\$250	\$300

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

OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD & SUBSEQUENT OFFENSE(S)
9.3.3 Failure to respond to Notice of Violation :	\$100	\$200	\$500



City of Elkhart

Central Garage

To: Board of Works

From: Josh Holt

Date: April 29th, 2021

RE: Street Sweeper Funds

Dear Board Members,

I Josh Holt, of The Central Garage am asking your permission to use the NJPA (National Joint Powers Alliance), now known as Sourcewell to purchase new equipment for the City of Elkhart.

NJPA is a national bidding and cooperative purchasing organization similar to state bidding. Major companies bid a competitive price of new equipment every year

Utilizing NJPA/Sourcewell, we will save the taxpayers and the City of Elkhart time and money.

I am asking the Board of Works today for the approval of \$274,950.00 through Sourcewell to go to Brown Equipment Inc. to purchase a new Global M-4 street sweeper for The Street Dept. These funds have already been set aside in this year's budget for this purpose.

Sincerely,

Josh Holt

City of Elkhart Central Garage



Central Garage

To: Board of Works

From: Joshua J. Holt

Date: 5/13/2021

RE: Police Car Bid 21-19

Dear Board Members,

At the regular Board of Works Meeting on April 20, 2021 bids for Police Cars were opened (Bid #21-19). Two (2) bids were received at the time and assigned to the Central Garage for review.

The bids have been reviewed and the results are as follows:

Name	Total Bid
Ziegler Ford	\$589,102.17
Jordan Ford	\$596,778.00

As part of the review of the bids, it was discovered that Ziegler Ford failed to include two required components associated with the bid packet. Those items include the extended warranty component and the inclusion of a bid bond. As a result of the omitted required components, Ziegler Ford is deemed to be a non-responsive bidder. Jordan Ford is subsequently determined to be the most responsive and responsible bidder.

It is recommended that the Board of Public Works award Bid #21-19 to Jordan Ford, who was the lowest, responsive, and responsible bidder with a contract price in the amount of \$596,778.00

Thank you,

Josh Holt, Fleet Manager for the City of Elkhart

Rod Roberson
Mayor

Kris Seymore
Chief



Police Department
175 Waterfall Dr.
Elkhart, IN 46516

574.295.7070
Fax: 574.293.0679

May 11, 2021

Board of Public Works
Municipal Building
229 S. Second St.
Elkhart, IN 46516

RE: AXON Contract

Dear Members,

I am requesting your approval on the attached AXON contract that will provide the following equipment and training for our department:

- Tasers
- Body Cameras
- In-Car Cameras
- Interview Room Cameras
- Oculus Training

Corporation Council has reviewed and approved this contract. We have also received the approval from the Elkhart Common Council for the funding.

As always, thank you for your time and consideration.

Respectfully,

A handwritten signature in black ink, appearing to be "Kris Seymore", written over a white rectangular area.

Kris Seymore
Chief of Police

KS:ke

Rod Roberson
Mayor



Mayor's Office
229 S. Second St.
Elkhart, IN 46516

574.294.5471 ext. 1041

May 5, 2021

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

Dear Board of Works Members,

As part of the City of Elkhart's process to provide support to various not-for-profit organizations that provide a substantial benefit to our city, I am requesting your approval of Elkhart Festivals, Inc.'s application for an Economic Development Partnership grant in the amount of \$75,000.00. These funds will be used to underwrite the 31st Annual Elkhart Jazz Festival. The Elkhart Common Council approved the EDIT (Economic Development Income Tax) funds for this program in the 2021 budget.

These funds will allow Elkhart Festivals Inc. to sustain the high quality of the Elkhart Jazz Festival, which has established Elkhart as one of the premier festivals in the country. Each year, over 20,000 visitors attend the Jazz Festival, which benefits our restaurants, hotels and merchants.

Thank you for your consideration.

Sincerely,

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

Rod Roberson
Mayor

MEMORANDUM



TO: BOARD OF PUBLIC WORKS

FROM: CHAISE COPE, NEIGHBORHOOD PLANNER

SUBJECT: APPROVAL OF SPECIFICATIONS AND PERMISSION TO ADVERTISE
DEMOLITION OF 526 W WASHINGTON STREET – BID #21-27

DATE: 5/13/2021

The Department of Planning & Zoning requests approval of the specifications, and permission to advertise the demolition of 526 W Washington Street.

The project will consist of demolishing a two-story structure, fence, and concrete slabs then grading and seeding the property to remain greenspace.

The demolition and return to greenspace of this property is a requirement of the FEMA Hazard Mitigation Grant Program that the City has been awarded and is participating in.

It is requested that the Board of Public Works grant approval of the plans and specifications and permission to advertise the 526 W Washington Street demolition (Bid #21-27).



MEMORANDUM

Date: 5/13/2021

To: Board of Works

From: Bradley Tracy

RE: Proposed Agreement

Over the last several years the City of Elkhart has sought to gather information to ensure Elkhart's continued growth for decades to come. As a result, several studies were commissioned including but not limited to the 2040 plan, the Downtown and South Main Street Retail Study, the Housing Study, and the Comprehensive Park Plan. The development Services Team in collaboration with our partners has developed an implementation plan that will use what we learned from these studies to bring about targeted outcomes around industry diversification, expansion of housing opportunities, neighborhood investment, and team capacity building.

The appropriation was approved by the council on 2/8/2021 and we are now presenting the board with the contract and the administration looks forward to working with the board to manage this contract.

We are requesting that the Board of Works approve the Professional Services Agreement with Insight Strategic Concepts, Inc. for the completion of Elkhart 2040 We Thrive Economic Development Plan, Phase III in an amount not to exceed \$440,000.00.

CITY OF ELKHART, INDIANA
STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL SERVICES
(Edition 2014)

THIS IS AN AGREEMENT effective as of March 22, 2021 (“Effective Date”)

between **The City of Elkhart, Indiana**, acting by and through its Board of Public Works (“Elkhart”) and **Insight Strategic Concepts, Inc.** (“Service Provider”).

For the following Project:

The completion of Elkhart 2040 We Thrive Economic Development Plan, Phase III

(“Project”).

Elkhart and Service Provider agree as follows:

ARTICLE 1 – SERVICES OF SERVICE PROVIDER

1.01 Scope

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

ARTICLE 2 – ELKHART’S RESPONSIBILITIES

2.01 General

- A. Elkhart shall have the responsibilities set forth herein and in Exhibit B.

- B. Elkhart shall pay Service Provider as set forth in Exhibit C.

- C. Elkhart shall make available to Service Provider any information relating to the Services. Service Provider may rely upon any written documents without independent verification unless advised by the Elkhart that verification may be needed.

ARTICLE 3 – DEFINITIONS

3.01 Defined Terms

A. The terms used in this Agreement and Exhibits, including the singular and plural forms, have the meanings indicated in the following provisions:

1. *Additional Services* – The services to be performed for or furnished to Elkhart by Service Provider in accordance with Exhibit A, Part 2, of this Agreement.

2. *Basic Services* – The services to be performed for or furnished to Elkhart by Service Provider in accordance with Exhibit A, Part 1, of this Agreement.

3. *Project Cost* – The cost to Elkhart of those portions of the entire Project designed or specified by Service Provider. Project Cost does not include costs of services of Service Provider or other professionals and consultants (if any), or Elkhart's costs for legal, accounting, insurance counseling or auditing services incurred in connection with the Project, or the cost of other services to be provided by others to Elkhart pursuant to Exhibit B of this Agreement. Project Cost is one of the items comprising Total Project Costs.

4. *Consultants* – Individuals or entities having a contract with Service Provider to furnish services with respect to this Project as Service Provider's independent professional associates, consultants, subcontractors, or vendors.

5. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

6. *Documents* – Data, reports, Specifications, drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Service Provider to Elkhart pursuant to this Agreement.

7. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective. If no such date is indicated it means the date on which the last party duly executes this Agreement.

8. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, and authorities.

9. *Reimbursable Expenses* – The expenses incurred directly by Service Provider in connection with the performing or furnishing of Basic and Additional Services for the Project.

10. *Resident Project Representative* – The authorized representative of Service Provider, if any, assigned to assist Service Provider at the Site during the Project phase. The Resident Project Representative will be Service Provider's agent or employee and under Service Provider's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Elkhart.

11. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

12. *Total Project Costs* – The sum of the Project Cost, allowances for contingencies, and the total costs of services of Service Provider or other professionals and consultants, together with such other Project-related costs that Elkhart furnishes for inclusion, including but not limited to Elkhart's costs for legal, accounting, insurance counseling and auditing services incurred in connection with the Project, and the cost of other services to be provided by others to Elkhart pursuant to Exhibit B of this Agreement.

13. *Work* – The entire Project or the various identifiable parts required to be provided under the contract documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such Project, and furnishing, installing, and incorporating all materials and equipment into such Project, all as required by the contract documents.

ARTICLE 4 – SCHEDULE FOR RENDERING SERVICES

4.01 Commencement

A. Service Provider shall begin rendering services as of the Effective Date of the Agreement.

4.02 Time for Completion

A. Service Provider shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable. The payment of Service Provider's fees as set forth in this Agreement are conditioned upon the completion of all Documents no later than April 30, 2022.

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

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

services at its own cost, including any overtime costs and expenses, required to make up time lost to Elkhart because of such delay.

D. If Elkhart authorizes changes in the scope, extent, or character of the Project, then the time for completion of Service Provider's services, and the rates and amounts of Service Provider's compensation, shall be mutually agreed upon by the parties, which agreement shall be reduced to a written addendum executed by the parties and attached to this Agreement.

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

ARTICLE 5 – INVOICES AND PAYMENTS

5.01 Invoices

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

5.02 Payments

A. Prior to final payment to Service Provider, Service Provider shall furnish evidence satisfactory to Elkhart that there are no claims, obligations or liens outstanding in connection with its services. Acceptance of final payment shall constitute a waiver of all claims by Service Provider for compensation for its services.

B. Should there be any claim, obligation or lien asserted before or after final payment is made that arises from Service Provider's services, Service Provider shall reimburse Elkhart for any costs and expenses, including attorneys' fees, costs and expenses, incurred by Elkhart in satisfying, discharging or defending against any such claim, obligation or lien, including any action brought or judgment recovered, provided Elkhart is making payments or has made payments to Service Provider in accordance with the terms of this Agreement.

C. Should Service Provider or its consultants fail to perform or otherwise be in default under the terms of this Agreement, Elkhart shall have the right to withhold from any payment due or to become due, or otherwise be reimbursed for, an amount sufficient to protect the Elkhart from any loss that may result. Payment of the amount withheld shall be made when the grounds for the withholding have been removed.

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

ARTICLE 6 – ESTIMATE OF COST

6.01 Project Cost Estimate

A. Service Provider's estimate of the Project Cost is made on the basis of Service Provider's experience and qualifications and represent Service Provider's best judgment as an experienced and qualified professional.

6.02 Project Cost Limit

A. Elkhart and Service Provider agree to a Project Cost limit in the amount of Four Hundred Forty Thousand Dollars (\$440,000).

B. The written acceptance by Elkhart at any time during Basic Services of a revised estimate of the Project Cost in excess of the then established Project Cost limit will constitute a corresponding increase in the Project Cost limit.

ARTICLE 7 – GENERAL CONSIDERATIONS

7.01 Standards of Performance

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

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

C. Service Provider may retain such Consultants as Service Provider deems necessary to assist in the performance or furnishing of the services, subject to written approval of Elkhart. The retention of such Consultants shall not reduce the Service Provider's obligations to Elkhart under this Agreement.

D. Subject to the standard of care set forth in Paragraph 7.01.A, Service Provider and its Consultants may use or rely upon information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, suppliers, and the publishers of technical standards.

E. Service Provider and Elkhart shall comply with applicable Laws and Regulations. Service Provider shall comply with Elkhart-mandated standards that Elkhart has provided to Service Provider in writing.

F. Service Provider shall not be required to sign any documents that would result in the Service Provider having to certify, guarantee, or warrant the existence of conditions whose existence the Service Provider cannot ascertain. Elkhart agrees not to make resolution of any dispute with the Service Provider or payment of any amount due to the Service Provider in any way contingent upon the Service Provider signing any such documents.

G. Service Provider shall be responsible for the acts or omissions of its employees and consultants at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Elkhart

H. All Contract Documents and Applications for Payment shall be subject to Elkhart approval.

7.02 Use of Documents

A. Upon the making of final payment to Service Provider, Elkhart shall receive ownership of the property rights of all of the Documents prepared, provided or procured by Service Provider or by consultants retained by Service Provider. All Documents prepared, provided or procured by Service Provider or by consultants retained by Service Provider shall be distributed to Elkhart. All Documents whether printed or electronic media format, and including drawings, shall be provided to Elkhart at any time upon Elkhart's request. If this Agreement is terminated pursuant to Paragraph 7.04.B, Elkhart shall receive ownership of the property rights of the Documents upon payment for all services rendered according to this Agreement, at which time, Elkhart shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project. Elkhart shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Service Provider or one of its Consultants.

B. Elkhart may use, reproduce or make derivative works from the Documents for extensions of the Project or other projects without the prior authorization of Service Provider or its consultant. However, Elkhart's use of the Documents for derivative work without Service Provider's authorization or involvement is at Elkhart's sole risk unless negligence of the Service Provider's work is the cause of any damages.

C. Similarly, Service Provider shall obtain from its consultants property rights and rights of use that correspond to the rights given by Service Provider to Elkhart in this Agreement.

D. A party may rely upon that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or

derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

E. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

F. The Service Provider may not use the information gathered or the Documents created for this Project at the Elkhart's expense without the written consent of the Elkhart.

7.03 Insurance

A. Before commencing its services and as a condition of payment, Service Provider shall procure and maintain insurance as set forth in Exhibit D, "Insurance", which will protect it from claims arising out of the performance of its services under this Agreement, whether such services are provided by Service Provider or by any of its consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Service Provider shall cause Elkhart to be listed as an additional insured on any applicable general liability insurance policy carried by Service Provider.

B. Service Provider shall require its consultants to maintain Comprehensive General Liability, Automobile Liability, Workers Compensation and Professional Liability coverage with a company satisfactory to Elkhart and with limits acceptable to Elkhart.

C. Service Provider shall maintain Professional Liability insurance with a company satisfactory to Elkhart for claims arising from any negligent act, error, or omission of Service Provider under this Agreement, which shall be a practice policy written for the amounts set forth in Exhibit D, "Insurance" with a deductible not to exceed \$10,000. The Professional Liability insurance shall contain prior acts coverage sufficient to cover all services performed by Service Provider for this Project. The Professional Liability policy shall be continued in effect for three (3) years following final payment to Service Provider. The deductible shall be paid by Service Provider.

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

7.04 Suspension and Termination

A. Suspension.

1. By Elkhart: Elkhart may suspend the Project upon seven days written notice to Service Provider.

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

B. Termination. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Service Provider:

1) upon seven days written notice if Elkhart demands that Service Provider furnish or perform services contrary to Service Provider's responsibilities as a licensed professional; or

2) upon seven days written notice if the Service Provider's services for the Project are delayed or suspended for more than 90 days for reasons beyond Service Provider's control.

2. For convenience,

a. By Elkhart effective upon Service Provider's receipt of notice from Elkhart.

C. Effective Date of Termination. The terminating party under Paragraph 7.04B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Service Provider to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments upon Termination. In the event of any termination under Paragraph 7.04, Service Provider will be entitled to invoice Elkhart and to receive payment for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

E. *Delivery of Project Materials to Elkhart.* Prior to the effective date of termination, the Service Provider will deliver to Elkhart copies of all completed Documents and other Project materials for which Elkhart has compensated Service Provider.

7.05 *Controlling Law*

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

7.06 *Successors, Assigns, and Beneficiaries*

A. Elkhart and Service Provider each is hereby bound and the partners, successors, executors, administrators and legal representatives of Elkhart and Service Provider (and to the extent permitted by Paragraph 7.06B the assigns of Elkhart and Service Provider) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

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

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Elkhart to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

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

7.07 *Dispute Resolution*

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

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

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

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

E. The prevailing party in any dispute arising out of or related to this Agreement that is resolved through litigation shall be entitled, in addition to any other relief awarded, to recover from the other party reasonable attorney's fees and other costs and expenses incurred by the prevailing party relative to the proceeding in an amount determined by the court.

7.09 Indemnification by Service Provider

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

7.10 Miscellaneous Provisions

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

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

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

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

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

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

ARTICLE 8 – E-VERIFY REQUIREMENT

8.01 *Terms*

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

8.02 *Enrollment and Participation*

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

B. Service Provider shall provide Elkhart with documentation that it is enrolled and participating in the E-Verify program.

8.03 *Affidavit*

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

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

8.04 *Subcontractors*

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

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

C. Service Provider shall also deliver a copy of the subcontractor certification to the Elkhart within seven days of the effective date of the subcontract.

8.05 *Employment of Unauthorized Aliens*

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

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

8.06 *When E-Verify is not Required*

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

ARTICLE 9 – EXHIBITS AND SPECIAL PROVISIONS

9.01 *Exhibits Included*

A. Exhibit A, “Service Provider’s Services,” consisting of two pages.

B. Exhibit B, “Elkhart’s Responsibilities,” consisting of one page.

C. Exhibit C, “Payments to Service Provider for Services and Reimbursable Expenses,” consisting of 1 page.

D. Exhibit D, “Insurance,” consisting of one page.

E. Exhibit E, “Affidavit of E-Verify Enrollment and Participation” consisting of one page.

F. Exhibit F, “Certification Statement Regarding Investments in Iran,” consisting of one page.

9.02 *Total Agreement*

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

9.03 *Designated Representatives*

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

9.04 Suspension and Debarment

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

9.05 Investments in Iran

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

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

ELKHART: City of Elkhart, Indiana, acting by and through its Board of Public Works		SERVICE PROVIDER: Insight Strategic Concepts, Inc.	
By:		By:	<i>Michael D. Proctor</i>
Title:		Title:	<i>Founder, President</i>
Date Signed:		Date Signed:	<i>3/22/21</i>
Attest:		Service Provider License or Certificate No.:	
Clerk		State of:	<i>Indiana</i>
Address for giving notices:		Address for giving notices:	
Elkhart City Board of Public Works		<i>Insight Strategic Concepts Inc.</i>	
229 S. Second Street		<i>3743 East Jackson Blvd.</i>	
Elkhart, Indiana 46516		<i>Elkhart, IN 46516</i>	

Designated Representative:		Designated Representative: <i>Shelley Moore</i>	
Title:		Title:	<i>Founder, President</i>
Phone Number:		Phone Number:	<i>574-970-1322</i>
Facsimile Number:		Facsimile Number:	<i>574-970-1326</i>
E-Mail Address:		E-Mail Address:	<i>shelley@insightsc.com</i>

This is **EXHIBIT A**, consisting of 2 pages, referred to in and part of the **Agreement between Elkhart and Service Provider for Professional Services**

Service Provider's Scope of Work

Insight Strategic Concepts, Inc.® will deliver the Development and Facilitation of an Elkhart Business Council to The Mayor package of services, containing principally the following items:

This comprehensive implementation plan is targeted to define and implement demonstration projects in the following areas, while also developing the skills and team resources of the Development Services department to continue implementation thereafter:

Neighborhood Micro-development

- Neighborhood Opportunity Hubs
- Career Crosswalks
- Operating CDC – supporting workforce housing development
- Southwest Industrial Cluster Redevelopment Initiative

Growth Alliance Forum Macro-development

- 10-minute Neighborhoods
- Targeted Downtown Development Program
- Business Diversification
- Logistics Programming

Insight SC and Subcontractor Roles

Insight will service your team and organization as a facilitator to define, assess and execute the required objectives and meetings for this process.

Strategic Integrator Leadership, ISC - Shelley Moore
Project leadership, facilitation, team development and integration for all initiatives. Will complete action plans and budgets as required.
(90 hours per month)

Senior ED Leadership, OBE Advisors - Mike Higbee
Primary economic development consultant for the formation and implementation of all ED initiatives. (60 hours per month)

Plan-Specific Experts

40% of contract fee is slated for third-party resources for: CDC development, case management services, crosswalk facilitation, smart logistics, engineering to define project scopes, and other administration. Service providers are anticipated to be the following, however may change as the project evolves.

- Operating CDC Development. Dennis West
- 10-minute Neighborhood and Downtown Development Program, Urban Land Institute
- Neighborhood Case Management Services, TBD - see overview

- Business and Logistics Diversification, NineTwelve
- Career Crosswalks Employer Engagement, TPMA
- Engineering Services, JPR

See attached 47-page project proposal for details.

This Agreement shall terminate on April 30, 2022. If Elkhart desires to continue receiving services from the Service Provider, the parties agree to enter into a new contract upon terms and conditions mutually agreeable to them.

(The balance of this page was intentionally left blank)

This is **EXHIBIT B**, consisting of 1 pages, referred to in and part of the **Agreement between Elkhart and Service Provider for Professional Services**

Elkhart's Responsibilities

1. Shelley, Mike, Dayna, Mayor, and Development Services Team meet as needed, per Dayna and Mayor, to update business council members.
2. Shelley, Dayna and Mike meet weekly to establish weekly team agendas and ensure completion of action register items.
3. Shelley and Mike to facilitate and lead project meetings, scheduling, budgeting and engage sub-contractors as required by the plan. Dayna to communicate expectations as plan is executed.
4. Dayna to update and engage Development Services Team as required.
5. Dayna to prep the Mayor prior to each required meeting for his input and presentation.
6. Corrine to assist with monthly communication updates to constituents from perspective of Mayor. Could include letters to the editor or news releases.

This is **EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Elkhart and Service Provider for Professional Services**

Payments to Service Provider for Services and Reimbursable Expenses

1. Service Provider's services will be billed monthly. Payment shall be made under the provisions of Article 5.
2. Elkhart shall pay Service Provider fees invoiced per month for plan development and implementation, monthly facilitation, subcontractor services, and ongoing communications. If this Agreement is terminated under Section 7.04, then the monthly payment amount shall be prorated through the last date services and deliverables are provided to Elkhart by the Service Provider.
3. The total amount paid to the Service Provider in 2021-2022 for services and deliverables provided to Elkhart shall not exceed \$440,000. The parties acknowledge that this amount is the maximum amount appropriated and allocated by the Common Council of Elkhart for this Project.

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

Insurance

Paragraph 7.04 of the Agreement is amended and supplemented to include the following agreement of the parties:

Insurance

A. The limits of liability for the insurance required by paragraph 7.04 of the Agreement for Service Provider are as follows:

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

This is **EXHIBIT E**, consisting of 1 page, referred to in and part of the
Agreement between Elkhart and Service Provider for Professional Services
AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION

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

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

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

EXECUTED on the 22 day of March, 2021.



Printed: Michelle L Moore

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the
Agreement between Elkhart and Service Provider for Professional Services
CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

I, Michelle L Moore, certify to the following:

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

EXECUTED THIS 22 DAY OF March, 2021.


Printed: Michelle L Moore