

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

**Common Council Chambers**

**9:00 A.M., Tuesday, July 06, 2021**

<https://coel.webex.com/coel/j.php?MTID=ma87c0476d9f4b8522bbae0bd1ccfeb57>

Join by phone: 1-415-655-0001

Meeting Number (access code): 172 079 9818, Meeting Password: BOW21

**I. Roll Call**

**II. Approve Agenda**

**III. Open Bids & Quotes**

- Quote #21-08 Woodward Ave & Safford Ct Sewer Repairs
- Quote #21-09 605 Mason Street Sewer Repair
- Quote #21-10 Wolf Ave ADA Curb Ramps
- Quote #21-04 High Street Curb Ramp Repair

**IV. Claims**

**V. Minutes:** Regular Meeting June 15, 2021

**VI. Engineering**

a.) Administration

- PSA Amendment #1- Structurepoint
- Bid #20-04 Green Town Project
- Bid #19-29 Riverwalk Plaza at JA Drive

b.) Right-of-Way

- Hotel Elkhart Plat and ROW Dedication
- Bid #21-15 Advertise Elkhart Riverwalk Boardwalk
- Bid #21-18 Advertise DeCamp Ave Sewer
- Roosevelt STEAM Academy LED Sign
- Sunnyside Drive Grade Separation
- Bid #21-22 Advertise McPherson Street Water Extension
- Bid #21-23 Advertise S. 6<sup>th</sup> Sewer Extension
- Bid #20-23 Benham Ave Reconstruction
- Quote #21-10 Wolf Ave ADA Curb Ramps
- Quote #21-04 High Street Curb Ramp Repair
- Bid #21-25 Award for Franklin Street Resurfacing CCMG
- Bid #21-26 Award for County Road 17 Resurfacing
- Bid #19-26 Central Green Stage Structure

c.) Utility

- Bid #21-21 Advertise Calumet Ave Water Main Extension
- Quote #21-08 Woodward Ave & Safford Court Sewer Repair

- Quote #21-09 605 Mason Street Sewer Repair
- PSA Amendment No. 3- Donohue & Associates, Inc.
- PSA Amendment- Additional Appropriation Request

**VII. Utilities**

- a.) Administration
  - HACH Annual Service Contract
  - Wastewater Treatment Plant Monthly Report- May 2021
  - Jones Chemical, Inc. (JCI) Price Change
  - Mutual Confidentiality Agreement with AEP
  - Bid #21-24 Sewer System CCTV 2021
- b.) Environmental Compliance
  - Permit Modification: Permit #2002-02 Elkhart Environmental Processing
  - Permit Modification: Permit #88-03 B-D Industries
  - Notice of Violation 25% Rule- KFC 2709 S, Main St (F2015-183)
  - Notice of Violation Failure to Submit FOG Application- McAlister's Deli 285 CR 6 East Suite A (F2018-026)
  - Notice of Violation Failure to Submit FOG Application- Panda Express 2719 Cassopolis St (F2015-369)
  - Notice of Violation Failure to Submit FOG Application- Aracely's Paleteria y Antojitos 1808 Bristol St (F2018-027)
  - Notice of Violation Failure to Submit FOG Application R & A Cassopolis Property, LLC 1606 Cassopolis St (F2018-020)

**VIII. New Business**

- Award Bid #21-27 Demolition of 526 W. Washington Street
- Request Bid #21-28 Demolition of 1101 Taylor Street
- Request Bid #21-29 Demolition of 412 N. Third Street
- Bird Rides M.O.U. and Resolution 21-R-13
- AEP and City of Elkhart Mutual Agreement
- Baker Tilly- Amendment of Agreement
- Government Affairs Contract- Taft Advisors, LLC
- Network Solutions- Network Switches
- Tyler Technologies- Incode Software
- Ricoh RansomeCare- Cybersecurity

**IX. Award Quotes**

- Quote #21-08 Woodward Ave & Safford Ct Sewer Repairs
- Quote #21-09 605 Mason Street Sewer Repair

**X. Public Participation**

**XI. 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.

June 30<sup>th</sup>

,2021



JAMIE ARCE - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **\$7,496,436.40**, AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 164 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

**EXECUTED THIS 6TH DAY OF JULY 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 July 6, 2021

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

Fund	Vendor	Description	Amount
482	BANK OF NEW YORK	REDEVELOPMENT BOND PAYMENT	158,261.75
603/608	BROWN & BROWN	PWU BUILDING RENOVATION	52,295.32
482	ELKHART ART ALLIANCE	ARTWALK 2021	30,000.00
706	MCGOWAN GOVT UNDERWRIT	2021 LIABILITY INSURANCE	231,391.16
460	NIBLOCK EXCAVATING	RD ZONE 1 EARTHWORK/UTILITIES	544,036.34
202	RIETH-RILEY CONSTRUCTION	ASPHALT	26,042.65
202	RIETH-RILEY CONSTRUCTION	ASPHALT	72,106.61
202	RIETH-RILEY CONSTRUCTION	ASPHALT	32,748.78
202	RIETH-RILEY CONSTRUCTION	ASPHALT	30,236.46
608	B L ANDERSON CO	LS CONTROLLERS	29,877.00
227	CDW GOVERNMENT	GPS SYSTEM - CENTRAL GARAGE	58,760.00
608	DLZ	OAKLAND AVE TANK	109,417.50
608	POWER PLANT SERVICE	FLARE & GAS EQUIPMENT	50,000.00
101	R & B SALES	NEW EQUIPMENT FOR NEW SQUADS	131,695.67
101	R & B SALES	K9 SQUAD EQUIPMENT	32,095.04
101	NEW CENTURY GOLF CARTS	3 USED GOLF CARTS	27,540.00
444	UNITED STATES AUTO CLUB	2021 GRAND PRIX	50,000.00
Total Claims over \$25,000			1,666,504.28
Regular Claims under \$25,000:			907,445.11
<b>Total Regular Departmental Claims:</b>			<b>2,573,949.39</b>

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

607/675	BANK OF NEW YORK	EPU BOND PAYMENT	180,872.00
600	IN DEPT. OF REVENUE	2ND QTR URT TAX 2021	27,000.00
704	INDIANA PUBLIC RETIREMENT	INPRS-CIVIL JUNE 2021	110,368.77
704	INDIANA PUBLIC RETIREMENT	INPRS-FIRE JUNE 2021	90,032.47
704	INDIANA PUBLIC RETIREMENT	INPRS-POLICE JUNE 2021	88,601.91
101	INSIGHT STRATEGIC CONCEPTS	2040 PLAN PROFESSIONAL SERVICES	37,198.63
101	INSIGHT STRATEGIC CONCEPTS	2040 PLAN PROFESSIONAL SERVICES	29,567.38
231	MICHIGAN PLAYGROUNDS	PARK AMENITIES	84,021.98
292/231	MERIDIAN TITLE	FLOOD BUYOUTS	89,048.83
526	HEALTH RESOURCES	DENTAL/VISION JUNE 2021	29,908.66
526	HEALTH RESOURCES	DENTAL/VISION JULY 2021	30,157.48
606	INDIANA MICHIGAN POWER	PWU ELECTRIC	40,211.11
101	INDIANA MICHIGAN POWER	BOW ELECTRIC	34,010.79
706	ONB BENEFITS	WK COMP CLAIMS JUNE 2021	44,927.01
Total Pre-Approved over \$25,000:			915,927.02
Regular Claims under \$25,000:			278,242.62
<b>Total Pre-Approved Claims:</b>			<b>1,194,169.64</b>

### Payroll and Pension Payments:

Fire & Police Pension	6.30.2021	409,668.33
Bi-weekly Payroll	6.11.2021	1,637,986.63
	6.25.2021	1,680,662.41
<b>Total Payroll:</b>		<b>3,728,317.37</b>

**Total All Claims, Internal Payments, and Payroll: \$ 7,496,436.40**

(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, June 15, 2021

President Mike Machlan called a regular meeting of the Board of Public Works to order at 9:05 a.m., Tuesday, June 15, 2021. The Clerk of the Board Nancy Wilson called the roll. Mike Machlan, Rose Rivera, Jamie Arce, Chad Crabtree and Ron Davis attended in person. Mike Machlan noted it was after 9:00 a.m. and no more bids or quotes would be accepted.

1. Approve Agenda

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the agenda was approved as presented.

2. Open Bids

#21-25 Franklin Street Resurfacing Project

Proof of Publication was presented which appeared in the Elkhart Truth on May 22 and May 29, 2021. The following bids were received:

Rieth-Riley Construction submitted a signed and certified bid summary form with all items checked. The base bid was \$626,548.35.

Milestone Contractors North submitted a signed and certified bid summary form with all items checked. The base bid was \$890,490.00.

On motion by Jamie Arce, 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 next meeting.

#21-26 County Road 17 Resurfacing

Proof of Publication was presented which appeared in the Elkhart Truth on May 22 and May 29, 2021. The following bids were received:

Rieth-Riley Construction submitted a signed and certified bid summary form with all items checked. The base bid was \$948,872.00.

Milestone Contractors North submitted a signed and certified bid summary form with all items checked. The base bid was \$917,500.00.

Niblock Excavating submitted a signed and certified bid summary form with all items checked. The base bid was \$888,735.20.

On motion by Jamie Arce, 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 next meeting.

#21-27 Demolition of 526 West Washington

Proof of Publication was presented which appeared in the Elkhart Truth on May 29 and June 5, 2021. The following bids were received:

A.M.L. Services submitted a signed and certified bid summary form with all items checked. The base bid was \$17,995.00.

Pelley Excavating submitted a signed and certified bid summary form with all items checked. The base bid was \$10,965.00.

Cross Excavating submitted a signed and certified bid summary form with all items checked. The base bid was \$9,138.00.

Indiana Earth submitted a signed and certified bid summary form with all items checked. The base bid was \$20,250.00.

On motion by Jamie Arce, seconded by Rose Rivera and carried 5-0, the Board referred the bids to the Planning & Zoning staff for their review and recommendation at the next meeting.



BOARD OF PUBLIC WORKS

Tuesday, June 15, 2021

3. Claims

On motion by Jamie Arce, seconded by Ron Davis and carried 5-0, the Board approved the Claim and Allowance Docket in the amount of \$3,377,226.42 consisting of 121 pages as prepared on June 9, 2021 at 4:01 p.m.

4. Minutes Regular Meeting June 1, 2021

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the minutes from June 1, 2021 were adopted.

5. Engineering

(A.) Administration

Approval of Amendment to the Consent Decree

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved the 2021 Amendment of the Consent Decree, in the *United States, et al., v. City of Elkhart Indiana* No. 2:11CV328. City Engineer Tory Irwin explained that after three years of negotiations with the IDEM, the EPA, and the DOJ, we are finally ready to amend the Wastewater Treatment Plant Consent Decree. Mike Machlan noticed in the memo they are not allowing us to save money (\$2-3 million) as we proposed by installing cloth media disk filters instead of increasing the secondary treatment capacity of the plant to 60 million gallons per day.

PSA with American Structurepoint for Elkhart Civic Plaza Parking Garage Improvements

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved the Professional Service Agreement between the City and American Structurepoint, Inc. for the Elkhart Civic Plaza Parking Garage Improvements Project in an amount not to exceed \$34,500.00.

Change Order #1 River District Zone 1 Earthwork & Utilities Bid #20-38

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board approved Change Order #1 for the River District Zone 1 Earthwork and Utilities Project, Bid #20-38, for an increase of \$4,201.63, bringing the current Contract price to \$1,400,097.78.

(B.) Right-of-Way

MOU with MACOG for Traffic Data Collection

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board approved the MOU with MACOG for traffic data collection at a cost of \$5,000.00.

(C.) Summary

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board approved the following permits:

Revocable Permits:

#6475, Property Owner: GWT 4 Hopebridge LLC  
Property: 505 S. Third St.  
Permit Holder: Watson & Associates  
Blocking one lane of traffic

#6476, Property Owner: Dennis Greinner  
Property: 230 W. Sycamore St.  
Permit Holder: Servpro of South Bend

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Dumpster placed in the street in front of the house

#6477, Property Owner: Elite Group Trust Realty LLC  
Property: 1035 W. Garfield Ave.  
Permit Holder: David Hoffman  
Blocking one lane of traffic

#6478, Property Owner: RETA, Inc.  
Property: 116 W. Jackson Blvd.  
Permit Holder: DJ Construction  
Closing the alley

#6479, Property Owner: Chris Parish  
Property: 1018 W. Wolf  
Permit Holder: David Hoffman  
Temporarily blocking the alley

#6480, Property Owner: Tiburcio Acevedo  
Property: 513 Oakland Ave.  
Permit Holder: Tiburcio Acevedo  
Temporarily blocking one lane of traffic

#6481, Property Owner: Lexington Business Center  
Property: 530 E. Lexington Ave.  
Permit Holder: 530 Wine Bar, LLC  
Using three parking spaces to create a parklete

#6482, Property Owner: 500 Main LLC  
Property: 500 S. Main St.  
Permit Holder: 500 Main LLC  
Temporarily blocking the northbound lane of traffic

Release of Bond:

#4987, Owner: Antonio Lopez  
Property: 1409 Columbian Ave.

#4990, Owner: Danny Brown  
Property: 1647 Cone St.

#4998, Owner: Jose Pineda  
Property: 2623 Stevens Ave.

#4999, Contractor: Straight Talk Construction  
Property: 2408 Timberstone Dr. East

#5000, Contractor: Straight Talk Construction

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Property: 2404 Timberstone Dr. East

#5004: Contractor: Mares Construction  
Property: 200 Witmer Ave.

#5006, Owner: Ignacio Orta  
Property: 2000 Morton Ave.

Driveway Permit:

#4987, Owner: Antonio Lopez  
1409 Columbian Ave.  
Contractor: Owner  
\$600.00 bond by owner

#4990, Owner: Danny Brown  
1647 Cone St.  
Contractor: Rich Alexander  
\$600.00 bond by owner

#4998, Owner: Jose Pineda  
2623 Stevens Ave.  
Contractor: Owner  
\$600.00 bond by owner

#4999, Owner: Straight Talk Construction  
2408 Timberstone Dr. East  
Contractor: Straight Talk Construction  
\$600.00 bond by contractor

#5000, Straight Talk Construction  
2404 Timberstone Dr. East  
Contractor: Straight Talk Construction  
\$600.00 bond by contractor

#5004, Owner: Brad McIntire  
200 Witmer Ave.  
Contractor: Mares Construction  
\$600.00 bond by contractor

#5006. Owner: Ignacio Orta  
2000 Morton Ave.  
Contractor: Owner  
\$400.00 bond by owner

Sewer Assessment Application:  
Michael Litty



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3639 E. Jackson Blvd.  
Elkhart, IN 46516  
Property: 3639 E. Jackson Blvd.  
Paid in full, \$7,500.00

Streams Edge Properties  
6450 Poe Ave. Suite 311  
Dayton, OH 45414  
Property: 2500 Aeroplex Dr.  
Paid in full, \$114,160.00

Mary Rhoades  
1511 N. Bay Dr.  
Elkhart, IN 46514  
Property: 1511 N. Bay Dr.  
Paid 20% down, \$1,331.00

Water Assessment Application:

ASR-KYIN, LLC  
0630 E. 125 N.  
Lagrange, IN 46761  
Property: 2857 Oakland Ave.  
Paid in full, \$2,139.00

Streams Edge Properties  
6450 Poe Ave. Suite 311  
Dayton, OH 45414  
Property: 2500 Aeroplex Dr.  
Paid in full, \$32,300.00

Dustin Clairday  
56398 Primrose Circle  
Elkhart, IN 46516  
Property: 56398 Primrose Circle  
Paid in full, \$1,359.30

MB Construction  
2809 Ferndale Rd.  
Elkhart, IN 46517  
Property: 30621 Cynthia Dr.  
Paid in full, \$690.00

6. Utilities

(A.) Administration

Water MRO for May 2021

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board accepted and placed on file the Water MRO for May 2021.



## BOARD OF PUBLIC WORKS

Tuesday, June 15, 2021

### 7. New Business

#### Baker Tilly American Rescue Plan

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved a contract with Baker Tilly for assistance with support and implementation of the American Rescue Plan.

#### Baker Tilly Budget Support

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved a contract with Baker Tilly for assistance and support with the 2022 Civil City Budget.

#### Tyler Technologies Incode Software

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved a contract with Tyler Technologies for the hosting of our Incode software.

#### Qumulus Solutions Contract

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved a contract with Qumulus Solutions for an amount not to exceed \$3,750.00.

#### River District Northwest Addition Right of Way Dedication

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board approved the River District Northwest Addition Right of Way Dedication.

#### United States Auto Club Economic Development Partnership Grant

On motion by Chad Crabtree, seconded by Ron Davis and carried 5-0, the Board approved the United States Auto Club, Inc. Economic Development Partnership Grant in the amount of \$50,000.00.

### 8. Use & Event Permits

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board approved the following event permits:

- Town Green Social- Wednesdays June 23-September 8 Adjacent to Martin's Supermarket 575 E Jackson Public Assembly, Special Exception from Noise Ordinance, Plaza Sign
- DAV Fireworks Celebration 7/10- Special Exception from Noise
- River Oaks Community Church 6/13- Central Green Stage, Special Exception to Noise Ordinance, Public Assembly
- Manor Avenue Block Party 8/21- Temporary Street Closure, Public Assembly, Special Exception from Noise
- St. Vincent de Paul Annual Bike Ride 8/14- ESS, Parade & Public Assembly
- Prairie Street Mennonite Church 150<sup>th</sup> Celebrations 6/26, 7/31, 8/28- Special Exception to Noise Ordinance, Temporary Street Closure
- Community BBQ & Field Day 6/13- Temporary Street Closure, Public Assembly, Special Exception from Noise
- Sheppard Graduation 6/19- Temporary Street Closure, Special Exception from Noise
- Johnson Birthday Party 6/26- Temporary Street Closure, Special Exception from Noise

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- Junk in the Trunk 8/29- Temporary Street Closure, Public Assembly, Plaza Sign
- Independence Day Celebration 7/2 – Civic Plaza and Central Green, Public Assembly, Special Exception from Noise Ordinance, Fencing, ESS, EPD, EFD, Golf Cars, Temporary Street Closures, Plaza Sign
- Grand Prix 8/13-8/14- Downtown Area Temporary Street Closures, Special Exception from Noise, Public Assembly, EPD, EMS, ESS, Fencing, Bleachers, Golf Carts, Stage, Plaza Sign

9. Public Participation

Laura Kolo introduced Bryan Cress, the new Regulatory Affairs Director for Public Works & Utilities. Mike welcomed him to the team.

Jay Little came to invite the Board to the 150-year celebration for the Prairie Street Mennonite Church, 1316 Prairie Street, Elkhart. He encouraged all people to come to all three events planned in June, July and August, as well as the Sunday before Thanksgiving.

10. Adjournment

On motion by Chad Crabtree, seconded by Jamie Arce and carried 5-0, the Board of Works adjourned at 9:52 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

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**DATE:** June 25, 2021  
**TO:** Board of Public Works  
**FROM:** Tory Irwin, City Engineer *TI*  
**RE:** **Public Safety Building - PSA Amendment #1 - Structurepoint**

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Attached is the Professional Service Agreement (PSA) Amendment #1 with Structurepoint for additional professional services on the Public Safety Building.

This PSA Amendment will cover the property appraisals for the Public Safety Building locations.

Funds for the Public Safety Building Study Amendment #1 will come from already appropriated Civil City funds.

This Amendment #1 has been submitted to legal for review.

It is requested the Board of Public Works:

**approve the Professional Service Agreement Amendment #1 with Structurepoint for the Public Safety Building Study for an additional \$17,500.**






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

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DATE: June 18, 2021

TO: Board of Public Works

FROM: Tory Irwin, City Engineer 

RE: **Change Order Request #3 & Final: Town Green project – Bid #20-04**

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Attached is change order request #3 & final for the Town Green project. This change order is for liquidated damages (LDs).

R. Yoder failed to meet the contractual deadline of February 5, 2021, which was already extended once by the Board of Works from an original date of November 20, 2020. The City attempted to work with R. Yoder in April and pause the time clock in an effort to wrap up the final items of work, however R. Yoder failed to even meet the deadlines they themselves established to wrap all items of work up. Having failed to meet the terms of our arrangement, LDs are requested through May 12, 2021 – the date all items were finally completed.

This change order request is for a decrease of (\$19,200.00) to the current contract price of \$401,403.00. Approval of change order #3 would decrease the final contract price to \$382,203.00 resulting in a 2.5% decrease from the original contract price of \$392,103.00.

It is requested the Board of Public Works:

**Approve the release of all retainage and Change Order #3 & final for the Town Green project, Bid #20-04, for a decrease of \$19,200.00, bringing the final Contract price to \$382,203.00.**

# CITY OF ELKHART

## PUBLIC WORKS & UTILITIES

Change Order No.  
Dated

THREE & FINAL  
6/11/21

Project: TOWN GREEN

Contract No. 20-04

To: R.Yoder Construction

Contractor

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

City of Elkhart

By

President, Board of Public Works

Dated

### Nature of Changes

LIQUIDATED DAMAGES FROM 2/5/21 TO 5/12/21 (96 DAYS) @ \$200/DAY

(\$19,200.00)

TOTAL \$ (19,200.00)

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

Original Contract Price	<u>\$392,103.00</u>
Contract Price Prior to this Change Order	<u>\$401,403.00</u>
Net change resulting from this Change Order	<u>\$ (19,200.00)</u>
Current Contract Price including this Change Order	<u>\$ 382,203.00</u>
Current Contract Price % Change from Original Price	<u>-2.5%</u>
Contract End Date prior to this Change Order	<u>2/5/2021</u>
	(Days or Time)
Net Time change resulting from this Change Order	<u>0</u>
	(Days)
Current Contract End Date including this Change Order	<u>2/5/2021</u>
	(Days or Time)

The above changes are approved:

Public Works & Utilities

BY: 

Engineer

6/18/21  
DATE

The above changes are accepted:

By: 

Contractor

6-17-21  
DATE





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

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DATE: June 18, 2021

TO: Board of Public Works

FROM: Tory Irwin, City Engineer *TI*

RE: **Change Order Request #4 & Final: Riverwalk Plaza at JA Drive project – Bid #19-29**

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Attached is change order request #4 & final for the Riverwalk Plaza at JA Drive project. This change order is for liquidated damages (LDs).

R. Yoder failed to meet the contractual deadline of December 31, 2020. LDs are requested through April 26, 2021 – the date all items were finally completed.

LDs were previously applied for 71 days. There is not enough retainage remaining in this project to cover the additional LDs, and the amount of the fine has been capped at -\$5,000.00 to match the retainage amount.

This change order also makes final adjustment to all quantities for a net of (\$10,687.56) to the contract.

This change order request is for a decrease of (\$15,687.56) to the current contract price of \$696,453.80. Approval of change order #4 & final would decrease the final contract price to \$680,766.24 resulting in a 7.7% increase from the original contract price of \$632,233.00.

It is requested the Board of Public Works:

**approve Change Order #4 & final for the Riverwalk Plaza at JA Drive project, Bid #19-29, for a decrease of \$15,687.56 bringing the final Contract price to \$680,766.24.**

# CITY OF ELKHART

## PUBLIC WORKS & UTILITIES

Change Order No. FOUR & FINAL  
Dated 6/11/2021

Project: Riverwalk Plaza at JA Drive

Contract No. 19-29

To: R. Yoder Construction

Contractor

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

City of Elkhart

By

President, Board of Public Works

Dated

### Nature of Changes

Liquidated damages of \$200.00/day from 3/13/21 to 4/24/21 should equal -\$9,000, but in order to have a zero sum for this project, this number has been changed to only -\$5,000 \$ (5,000.00)

Adjustment to final quantities \$ (10,687.56)

**TOTAL \$ (15,687.56)**

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

Original Contract Price	\$ 632,233.00
Contract Price Prior to this Change Order	\$ 696,453.80
Net change resulting from this Change Order	\$ (15,687.56)
Current Contract Price including this Change Order	\$ 680,766.24
Current Contract Price % Change from Original Price	7.7%
Contract Time prior to this Change Order	6/30/2020 (Days or Time)
Net Time change resulting from this Change Order	184 (Days)
Current Contract Time including this Change Order	12/31/2020 (Days or Time)

The above changes are approved:

Public Works & Utilities  
BY: [Signature]  
Engineer  
6/18/21  
DATE

The above changes are accepted:

By: [Signature]  
Contractor  
DATE



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

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**DATE:** July 6<sup>th</sup> 2021

**TO:** Board of Public Works

**FROM:** Danielle Garlington, Graduate Engineer *dg*

**RE:** **Hotel Elkhart Plat- Execute Plat and Accept ROW Dedication**

---

The City of Elkhart entered into a public-private partnership with 500 Main LLC to support the redevelopment of Hotel Elkhart. That partnership included a transfer of property between the parties in order to facilitate the construction of new infrastructure around the hotel and the Marion Street parking deck. The property transfer is being finalized through the execution of a recorded plat.

The Board will be a signatory on the plat in its common role, as accepting new public right-of-way. The Board will also be a signatory on the plat in its role as owner of the property on behalf of the City. The property the City will be accepting is the land between the east end of the Marion St parking deck and the parking lots southeast of the hotel.

This plat was originally considered and received preliminary approval from the Plan Commission in May of 2020. However, final steps were not taken due to a change in the Engineering staff.

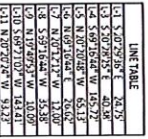
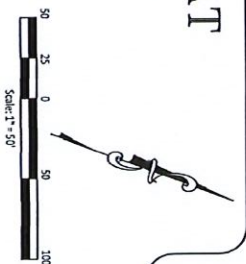
The Plan Commission will reconsider the plat at the July 6<sup>th</sup> meeting.

**It is requested that the Board:**

- 1.) Execute the plat as property owner on behalf of the City of Elkhart**
- 2.) Accept the right-of-way dedication on the plat subject to approval from the Plan Commission**



A replat of portions of Out lots 23, 24, and 27 in the Corporation Plat of the Town (now city) of Elkhart, vacated Hug Street and Funk Street in Funk's addition to the City of Elkhart, and lots 1-18 in Fieldhouse's Subdivision of Part of Out lot 23, all being a part of the Southeast Quarter of Section 5, Township 37 North, Range 5 East, Concord Civil Township, Elkhart County, Indiana.



**LEGEND**

- MONUMENT AT LOT CORNER
- EXISTING BUILDING
- R.V. = RETAINING WALL
- B.F. = BUILDING FACE
- U.B.P.A.E. = UTILITY & PUBLIC ACCESS EASEMENT FOR CITY OF ELKHART

- PROPOSED SUBDIVISION BOUNDARY
- PROPOSED SUBDIVISION LOT LINE
- PROPOSED RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY
- PROPOSED EASEMENT
- EXISTING RIGHT-OF-WAY LINE

**OWNERSHIP LEGEND**

1: CITY OF ELKHART (DOC. 2008-23629)  
2: CITY OF ELKHART (D.R. 388 PG. 505)  
3: CITY OF ELKHART (DOC. 2008-21995)  
4: 500 MAIN, LLC (DOC. 2018-15581)  
5: CITY OF ELKHART (DOC. 2006-27425)

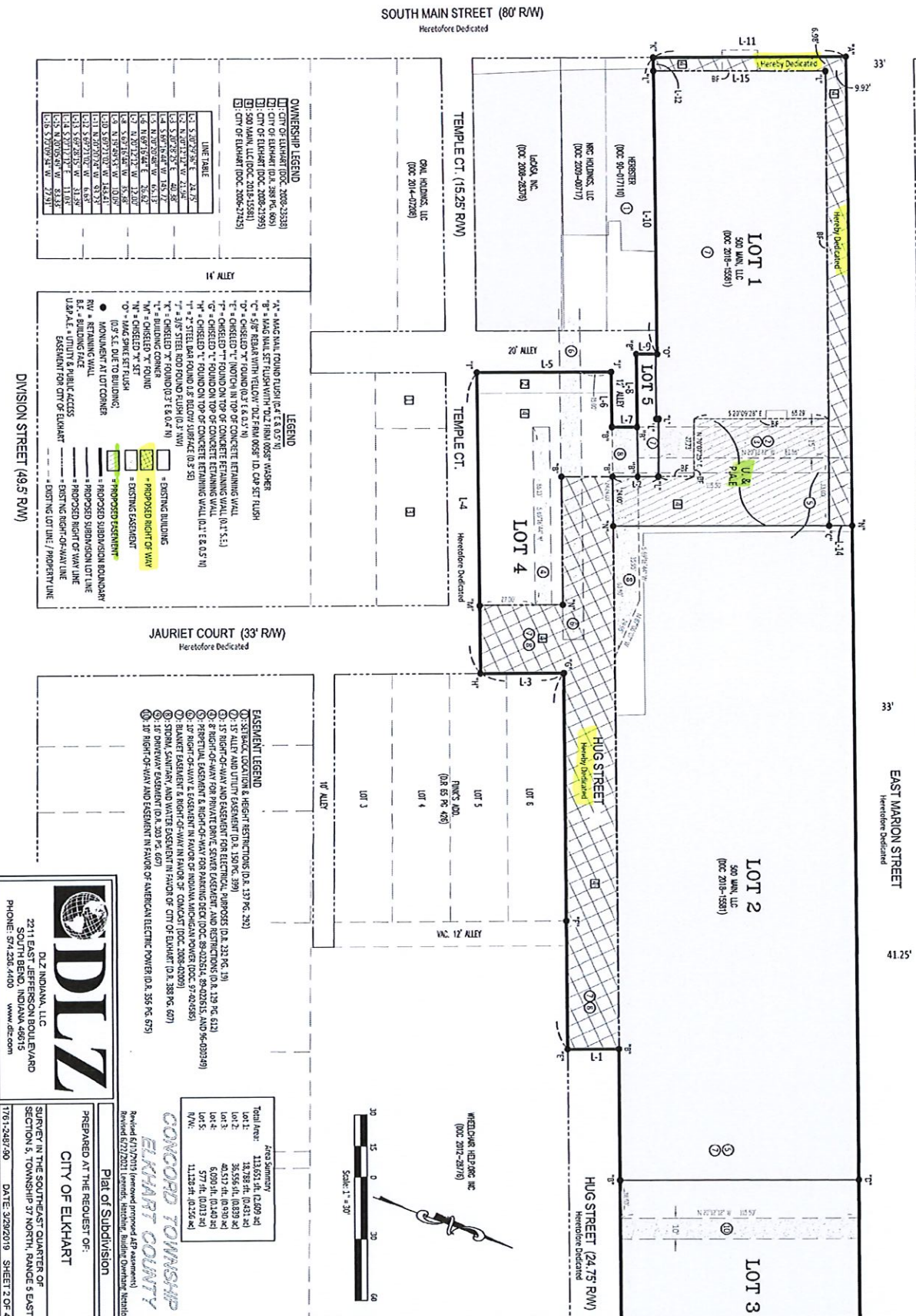


**DLZ INDIANA, LLC**  
2211 EAST JEFFERSON BOULEVARD  
SOUTH BEND, INDIANA 46615  
PHONE: 574.236.4400    [www.dlz.com](http://www.dlz.com)

FILED	DATE	TIME
APR 10 2010	APR 10 2010	10:04

CONCORD TOWNSHIP  
ELKHART COUNTY  
Plat of Subdivision  
PREPARED AT THE REQUEST OF:  
CITY OF ELKHART  
QUARTER 1 IN THE SOUTHWEST QUARTER OF  
SECTION 3, TOWNSHIP 37 NORTH, RANGE 5 EAST  
DATE: 09/09/2018 SHEET 1 OF 4

A repail of portions of Out lots 23, 24, and 27 in the Corporation Plat of the Town (now city) of Elkhart, vacated Hug Street and Funk Street in Funk's addition to the City of Elkhart, and lots 1-18 in Fieldhouse's subdivision of Part of Out lot 23, all being a part of the Southeast Quarter of Section 5, Township 37 North, Range 5 East, Concord Civil Township, Elkhart County, Indiana.









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

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**DATE:** July 6<sup>th</sup>, 2021

**TO:** Board of Public Works

**FROM:** Danielle Garlington, Graduate Engineer *dlg*

**RE:** **Approval of Specs and Permission to Advertise Elkhart Riverwalk Boardwalk – Bid#21-15**

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The Department of Public Work & Utilities requests approval of the project specification, and permission to advertise the Elkhart Riverwalk Boardwalk project.

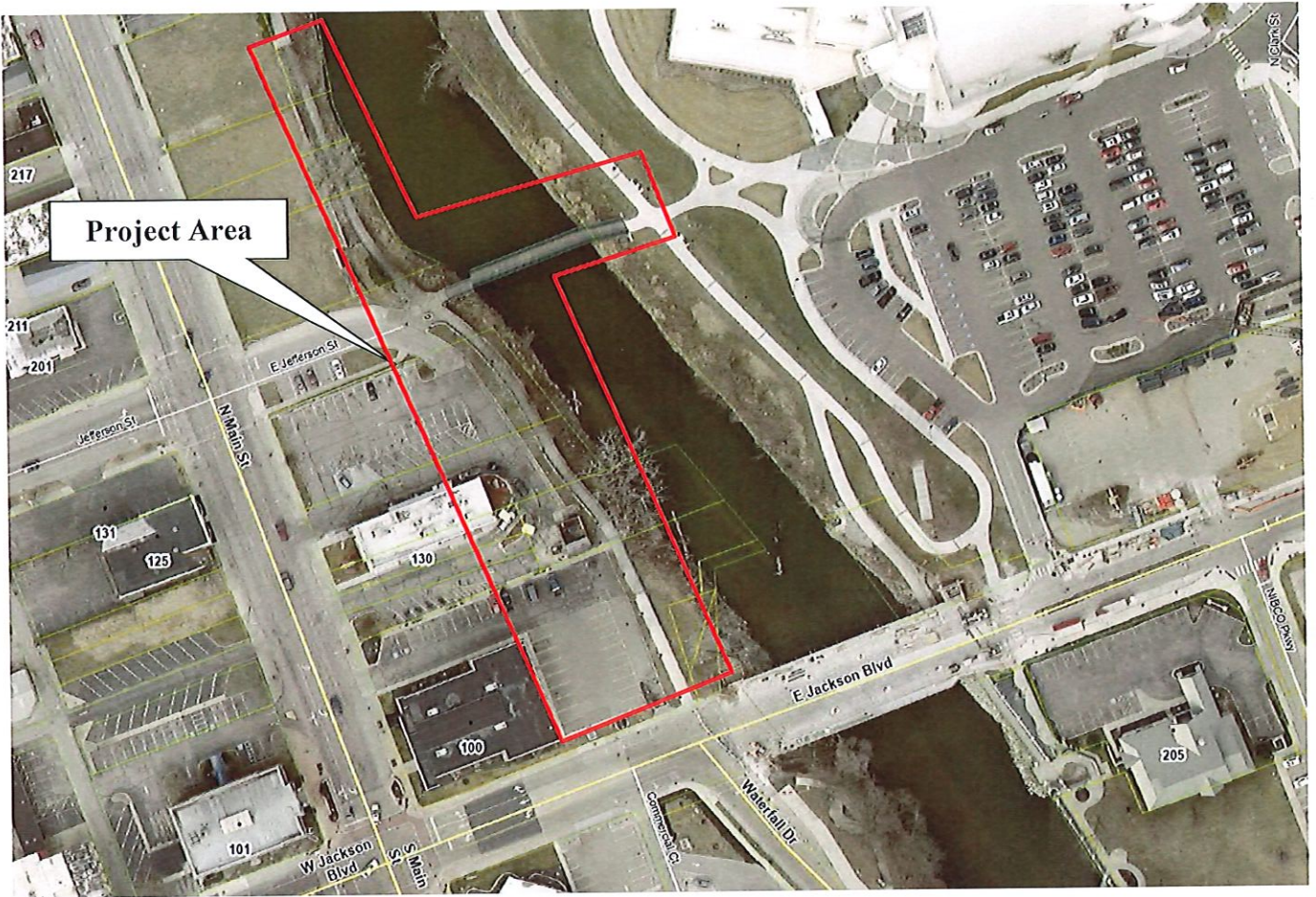
The project's location is at the boardwalk and river crossing, east of the Jefferson St and Main St intersection. A map of the project area is attached. The project consists of removing all timber decking, and replacing it with concrete decking; removing all timber railing, and install new bridge railing; reconstructing bridge approaches and replace ADA ramps/transitions.

The project specifications were prepared by Buildings and Grounds and Public Works & Utilities Engineering staff. The bids for this project are scheduled to be opened July 20<sup>th</sup>.

This project will be funded through ADA funds and the Elkhart County Community Foundation grant.

**It is requested the Board of Works approve the project specifications, and grant permission to advertise the Elkhart Riverwalk Boardwalk Project Bid #21-15.**







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

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**DATE:** July 6<sup>th</sup>, 2021

**TO:** Board of Public Works

**FROM:** Danielle Garlington, Graduate Engineer *dlg*

**RE:** **Approval of Plans and Permission to Advertise DeCamp Ave Sewer Extension - Bid #21-18**

---

The Department of Public Work & Utilities requests approval of the plans and specifications, as well as permission to advertise the DeCamp Ave Sewer Extension project

The project will consist of the installation of approximately 521 feet of 8" PVC sanitary sewer main, pavement replacement, and restoration along DeCamp Ave.

The design, plans for construction, and project specifications were prepared by the Department of Public Works & Utilities Engineering staff and are being presented to the Board of Works for approval and permission to advertise.

This project will be funded through already appropriated 2021 sewer funds.

It is requested the Board of Works:

**approve the plans and specifications, and grant permission to advertise the DeCamp Ave Sewer Extension Project Bid #21-18.**









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

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**DATE:** July 6<sup>th</sup>, 2021  
**TO:** Board of Public Works  
**FROM:** Danielle Garlington *dlg*  
**RE:** Roosevelt STEAM Academy LED Sign- Inter-local Agreement

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This agreement is between the City's Public Works and Utility and Elkhart Community Schools' Roosevelt STEAM Academy. The basis for this agreement is for the erection of a new double sided, LED illuminated sign. The sign will be located in the Roosevelt's parking lot adjacent to Benham Ave between Wolf Ave and Blaine Ave.

The City will contribute fifty percent (50%) of the costs to install the sign and manage the sign installation through the Benham Ave Streetscape project. For agreeing to this the City will share the use of the display area on the sign with Roosevelt. For every two hours School information is displayed, one hour of City information will be displayed. Roosevelt will have sole responsibility for the maintenance and operations of the sign.

**It is requested the Board of Public Works accept and enter this inter-local agreement with Elkhart Community Schools.**

## JOINT AGREEMENT FOR THE PAYMENT AND USE OF SIGNAGE

### THE PARTIES TO THIS AGREEMENT.

The parties to this agreement are the City of Elkhart by and through its Public Works and Utility Department (City) and Elkhart Community Schools (School), on behalf of Roosevelt STEAM Academy (Roosevelt).

### BASIS FOR THE AGREEMENT

Schools wishes to erect a new double sided, LED illuminated sign in the Roosevelt parking lot adjacent to Benham Avenue between W. Wolf Avenue and W. Blaine Avenue. (See Exhibit A). The School is seeking to offset some of the costs related to erecting the sign by offering an agreed amount of use of the sign to a third party. The City has expressed to the School that is interested in assisting with the cost of erecting the sign for a specific amount of use of the sign.

### *AGREEMENT*

THEREFORE, the City and the School agree as follows:

The City will assist with the erection of the sign by contributing fifty (50%) percent of the funds needed to erect the sign and remove the existing monument sign and by managing the installation through one of the City's construction projects. Erecting the new free standing sign has a quote of \$37,144.29 and removal of the existing monument sign has a quote of \$4,360.00. The sign is from North American Signs and will be managed through the City's Contractor Milestone LLC. The School shall submit fifty (50%) percent of the total amount to the City.

The City agrees to accept the amount paid to it by the School as the full and final amount owed for the erection of the new sign and removal. The school notes that the quote does not include a quote for the running and maintaining the sign and agree such cost is not part of this agreement. The School agrees that it has sole responsibility for the maintenance and utilities to operate the sign.

For agreeing to the participation from the City, the School agree to share use of the display area on the sign. The School, which is the party that will have control of the graphic posted in the display area, will display for every two hours it displays School information or other graphics, the School will use an hour of the display area to display City related information or other graphics. Should the School not display or over display City related information or other graphics, the School shall grant the City additional time for missed displays or Increase School displays on the next day following the over or under displaying of City information or other graphics. The City may voluntarily waive its allotted time to the School at any point.

The School is the sole party responsible for maintenance to the sign. The School agrees that the sign will be maintained in a condition that allow the sign to properly operate and in a condition that keep the sign not blighted and not in violation of any City code. The School is further responsible for making certain of the hours during which the sign may not be illuminated. Both the School and the City agree to not have the display area use any animated displays.

The City agrees that the freestanding ground sign is the sole property of the School. The School agrees that it shall insure the sign for losses due to damage to the sign and damage to other parties. The School also agrees to indemnify, hold harmless and defend the City from any claim, including litigation, related to the sign.

This agreement shall be from May \_\_, 2021 until May \_\_, 2022. This agreement shall automatically renew for a one-year period on the stated termination date as long as the freestanding ground sign is existing and operational. The agreement may be cancelled by either party on for a material, incurable breach of this agreement. The material breach must be placed in writing to the other party. The material breach must also contain language whether the material breach can or cannot be cured.

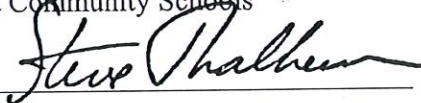
The content for the display portion of the sign shall be exclusively controlled as to content by the party who message is being displayed on the sign. The party agree that the messages on the sign shall to be used in an unconstitutional manner, rude or uncivilized manner or an offensive manner. The sign shall not have any message or other content that is flashing or animated.

So agreed this \_\_ day of \_\_, 2021.

Elkhart Community Schools

City of Elkhart

By



By

Printed

Steve Thalheimer

Printed

Title

Superintendent

Title





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

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**DATE:** July 6<sup>th</sup> 2021  
**TO:** Board of Public Works  
**FROM:** Danielle Garlington, Graduate Engineer *dlg*  
**RE:** **Sunnyside Dr Grade Separation (County LocalTrax) - Preliminary Engineering Agreement**

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The Department of Public Works request approval of the attached Preliminary Engineering Agreement with Indiana Department of Transportation (INDOT). The basis of this agreement is for INDOT to reimburse the City for all preliminary engineering (PE) costs related to the Sunnyside Dr Grade Separation Project.

Elkhart County plans on the new construction of Sunnyside Ave from CR 20/Mishawaka Rd to CR 13 and Concord Mall Dr from CR 20 to US-33. Construction consists of a new overpass over the railroad tracks, a new roundabout and roadway realignments. Parsons Corporation is the lead project manager for the project on behalf of the County.

Wessler Engineering was hired by the City to coordinate with project stakeholders, identify utility conflicts and develop alternatives for potential utility relocations for this project. Consultant invoices will go to INDOT for reimbursement.

A Highway Utility Agreement for work by state contractor will also be enacted, for new utility relocations to be added to the construction of the project.

This agreement has been sent to legal for review.

**It is requested that the Board accept and execute the INDOT Preliminary Engineering Agreement.**



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

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**DATE:** July 6<sup>th</sup>, 2021  
**TO:** Board of Public Works  
**FROM:** Danielle Garlington, Graduate Engineer *dlg*  
**RE:** **Approval of Plans and Permission to Advertise S 6<sup>th</sup> Sewer Extension - Bid #21-23**

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The Department of Public Work & Utilities requests approval of the plans and specifications, as well as permission to advertise the S 6<sup>th</sup> Ave Sewer Extension project

The project will consist of the installation of approximately 314 feet of 8" PVC sanitary sewer main, drive approach removal and replacement, and pavement removal and replacement along S. 6th Street from Markle Ave. to Fieldhouse Ave.

The design, plans for construction, and project specifications were prepared by the Department of Public Works & Utilities Engineering staff and are being presented to the Board of Works for approval and permission to advertise.

This project will be funded through already appropriated 2021 sewer funds.

It is requested the Board of Works:

**approve the plans and specifications, and grant permission to advertise the S 6<sup>th</sup> St Sewer Extension Project Bid #21-23**









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

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**DATE:** July 6<sup>th</sup>, 2021

**TO:** Board of Public Works

**FROM:** Danielle Garlington, Graduate Engineer *dlg*

**RE:** **Approval of Plans and Permission to Advertise McPherson St Water Extension  
- Bid #21-22**

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The Department of Public Work & Utilities requests approval of the plans and specifications, as well as permission to advertise the McPherson Water Extension project

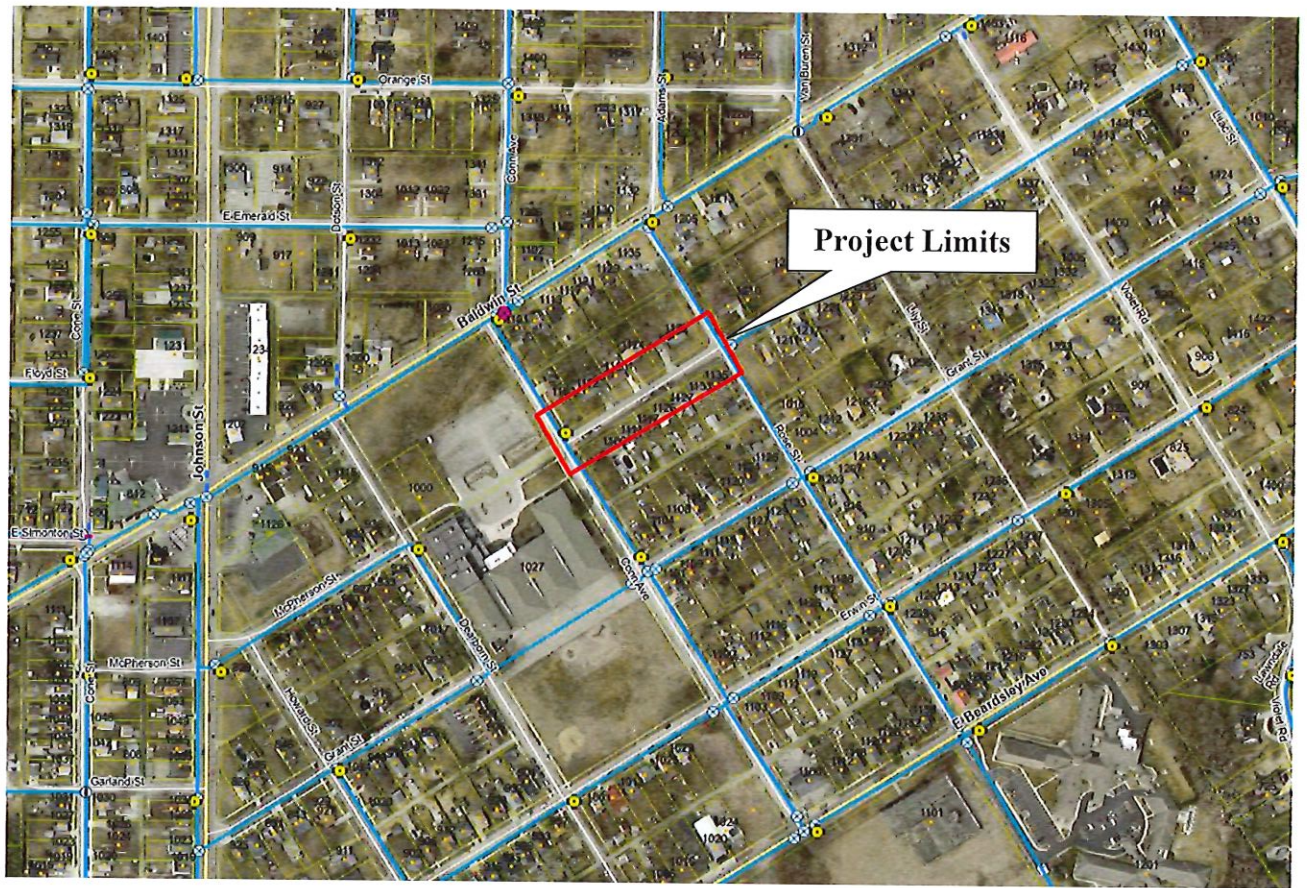
The project will consist of the installation of approximately 453 feet of 8" ductile iron water main, drive approach removal and replacement, and sidewalk replacement along McPherson Street from Conn Ave. to Rose St.

The design, plans for construction, and project specifications were prepared by the Department of Public Works & Utilities Engineering staff and are being presented to the Board of Works for approval and permission to advertise.

This project will be funded through already appropriated 2021 water funds.

It is requested the Board of Works:

**approve the plans and specifications, and grant permission to advertise the McPherson St Water Main project- Bid #21-22**







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

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**DATE:** June 30, 2020

**TO:** Board of Public Works

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

**RE:** **Release Retainage: Benham Avenue Reconstruction project – Bid #20-23**

---

This is a request for the Benham Avenue Reconstruction project. This request is the release of retainage for the work done by Walsh & Kelly, Inc/ Milestone Contractors North Inc.

This request comes from Milestone contractors North Inc. They are asking for a partial release of the retainage that the City is holding on to in order to recoup some of their investment from this project. The Public Works Department will still be holding back 1% of the retainage until the intersection with Lusher is reworked and complete.

The current contract price is \$2,971,507.10; this is an 8.7% increase from the original contract price of \$2,749,780.00.

It is requested the Board of Public Works:

**Approve the release of retainage for the Benham Avenue Reconstruction project, Bid #20-23.**





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

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**DATE:** June 30, 2021  
**TO:** Board of Public Works  
**FROM:** Ryan Clussman, Right-of-Way Engineer *RC*  
**RE:** **Permission to Quote Wolf Avenue ADA Curb Ramps Project - Quote #21-10**

---

The Department of Public Works requests permission to quote the Wolf Avenue ADA Curb Ramps project.

The project will consist of the replacement of curb ramps and sidewalk on Wolf Avenue next to Roosevelt Elementary School and Agape Missionary Church. The current curb ramps do not meet ADA requirements and this project is designed to bring the curb ramps and sidewalk into compliance.

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 Wolf Avenue ADA Curb Ramps Project Quote #20-10.**



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

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**DATE:** June 29, 2021

**TO:** Board of Public Works

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

**RE:** **Change Order Request #1 and Final: High Street Curb Ramp Repair project – Quote #21-04**

---

Attached is change order request #1 and final for the High Street Curb Ramp Repair project. This change order is for additional work by Milestone Contractors North, Inc.

This change order is for additional concrete work necessary in order to adhere to the federal ADA standards and have compliant slopes.

This change order request is for an increase of \$2,461.94 to the current contract price of \$38,475.00. Approval of change order #1 and final would increase the current contract price to \$40,936.94, resulting in a 6.4% increase from the original contract price of \$38,475.00.

It is requested the Board of Public Works:  
**approve Change Order #1 and final and release all retainage for the High Street Curb Ramp Repair project, Quote #21-04, for an increase of \$2,461.94, bringing the final Contract price to \$40,936.94.**

# CITY OF ELKHART

## PUBLIC WORKS & UTILITIES

Change Order No. One and Final  
Dated 6/11/2021

Project: **HIGH STREET CURB RAMP REPAIR**

Contract No. QUOTE 21-04

To: MILESTONE CONTRACTORS NORTH, 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

Estimated quantities increased to achieve ADA compliant ramp slopes.

\$2,461.94

**TOTAL** \$ **2,461.94**

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

Original Contract Price	\$ 38,475.00
Contract Price Prior to this Change Order	\$ 38,475.00
Net change resulting from this Change Order	\$ 2,461.94
Current Contract Price including this Change Order	\$ 40,936.94
Current Contract Price % Change from Original Price	6.4%
Contract Time prior to this Change Order	NO CHANGE (Days or Time)
Net Time change resulting from this Change Order	NO CHANGE (Days)
Current Contract Time including this Change Order	NO CHANGE (Days or Time)

The above changes are approved:

Public Works & Utilities

BY:

Ryan W. Chapman  
Engineer

6/29/21

DATE

The above changes are accepted:

By:

Edmund J. Pulgion  
Contractor

6.28.21

DATE





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

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**DATE:** June 18, 2021  
**TO:** Board of Public Works  
**FROM:** Ryan Clussman, Right-of-Way Engineer RC  
**RE:** Award Recommendation for Franklin Street Resurfacing CCMG Project - Bid #21-25

---

On June 15, 2021, bids were opened for the Franklin Street Resurfacing CCMG project at the regular Board of Works meeting. Two bids were received at that time and given to the City's Engineering Department for review.

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

Contractor	Total Bid
<b>Rieth-Riley Construction Co., Inc.</b>	<b>\$626,548.35</b>
Milestone Contractors North, Inc.	\$890,490.00

There were no discrepancies with any of the quotes. **Rieth-Riley Construction Co., Inc.** was determined to be the lowest responsive and responsible bidder, and they have successfully completed projects in the past for the City of Elkhart.

This project will be funded by already appropriated Civil and CCMG funds. There is a sufficient amount for this project.

It is recommended the Board of Public Works:

**Award the Franklin Street Resurfacing CCMG Project Bid #21-25, to Rieth-Riley Construction Co., Inc., who was the lowest, responsive and responsible bidder with a contract price in the amount of \$626,548.35.**



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

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**DATE:** June 18, 2021

**TO:** Board of Public Works

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

**RE:** **Award Recommendation for County Road 17 Resurfacing Project - Bid #21-26**

---

On June 15, 2021, bids were opened for the County Road 17 Resurfacing project at the regular Board of Works meeting. Three bids were received at that time and given to the City's Engineering Department for review.

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

Contractor	Total Bid
<b>Niblock Construction Co.</b>	<b>\$888,735.20</b>
Milestone Contractors North, Inc.	\$917,500.00
Rieth-Riley Construction Co., Inc.	\$948,872.00

There were no discrepancies with any of the quotes. **Niblock Construction Co.** was determined to be the lowest responsive and responsible bidder, and they have successfully completed projects in the past for the City of Elkhart.

This project will be funded by already appropriated funds. There is a sufficient amount for this project.

It is recommended the Board of Public Works:

**Award the County Road 17 Resurfacing Project Bid #21-26, to Niblock Construction Co., who was the lowest, responsive and responsible bidder with a contract price in the amount of \$888,735.20.**



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

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**DATE:** June 18, 2021

**TO:** Board of Public Works

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

**RE:** **Change Order Request #4 and Final: Central Green Stage Structure project – Bid #19-28**

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Attached is change order request #4 and final for the Central Green Stage Structure project. This change order is for assessing the liquidated damages to R. Yoder Construction.

This change order is to assess liquidated damages at \$200 a day for 57 days, for a total of \$11,400.00.

This change order request is for a decrease of \$11,400.00 to the current contract price of \$576,430.00. Approval of change order #4 and final would decrease the current contract price to \$565,030.00, resulting in an 10.5% decrease from the original contract price of \$631,230.00.

It is requested the Board of Public Works:

**approve Change Order #4 and final and release all retainage for the Central Green Stage Structure project, Bid #19-28, for a decrease of \$11,400.00 bringing the final contract price to \$565,030.00.**



# CITY OF ELKHART

## PUBLIC WORKS & UTILITIES

Change Order No. Four/Final  
Dated 3/26/21

Project: Central Green Stage Structure

Contract No. 19-28

To: R-Yoder Construction

Contractor

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

City of Elkhart

By

President, Board of Public Works

Dated

Nature of Changes

Liquidated Damages

(\$11,400.00)

**TOTAL**

**(\$11,400.00)**

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

Original Contract Price	\$ 631,230.00
Contract Price Prior to this Change Order	\$ 576,430.00
Net change resulting from this Change Order	\$ (11,400.00)
Current Contract Price including this Change Order	\$ 565,030.00
Current Contract Price % Change from Original Price	-10.5%
Contract Time prior to this Change Order	(Days or Time)
Net Time change resulting from this Change Order	(Days)
Current Contract Time including this Change Order	(Days or Time)

The above changes are approved:

Public Works & Utilities

BY:

Engineer✓

DATE

The above changes are accepted:

By:

Contractor

DATE



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

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**DATE:** July 6<sup>th</sup>, 2021  
**TO:** Board of Public Works  
**FROM:** Edgar Moreno, Utility Engineer *EM*  
**RE:** **Approval of Plans and Permission to Advertise Calumet Ave Water Main Extension - Bid #21-21**

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The Department of Public Work & Utilities requests approval of the plans and specifications, as well as permission to advertise the Calumet Ave Water Main Extension project.

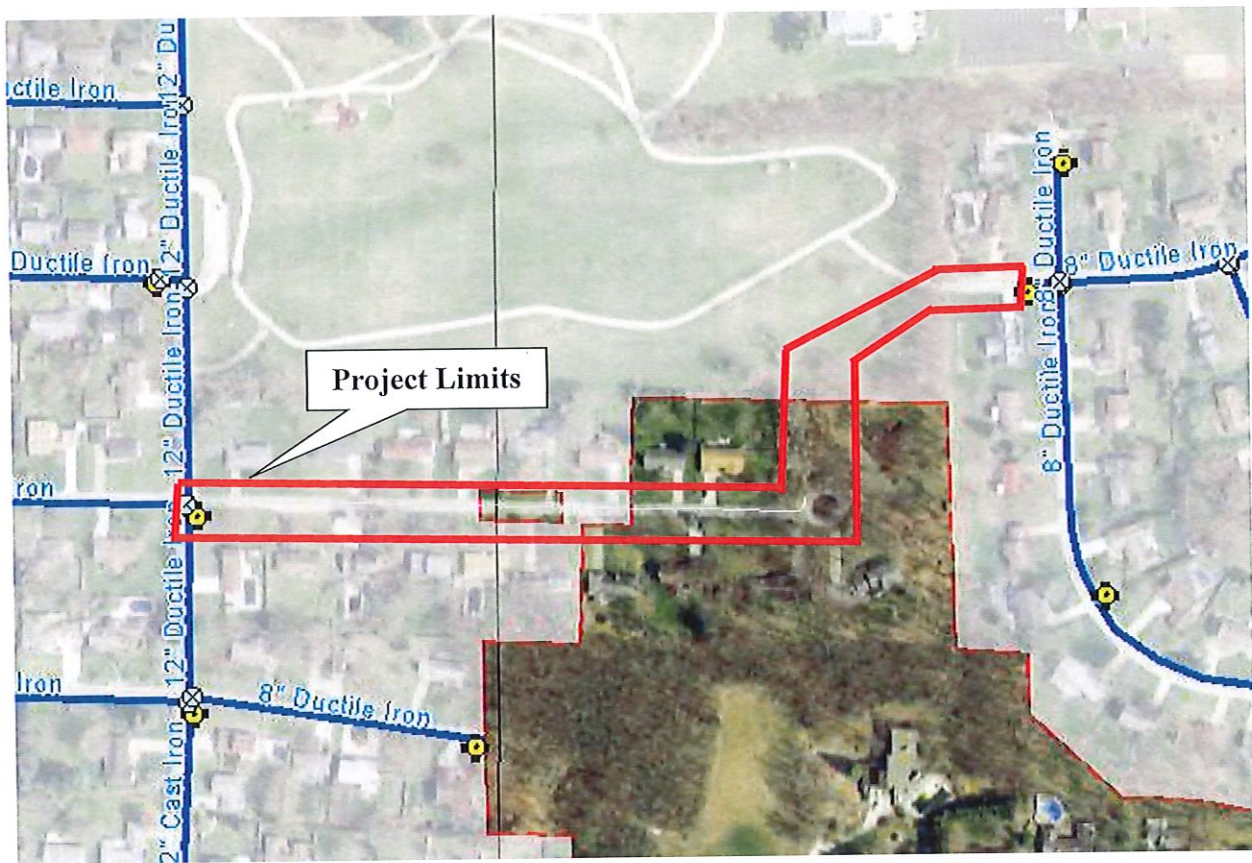
The project will consist of the installation of approximately 1545 feet of 8" ductile iron water main, drive approach removal and replacement, and replacement, and pavement removal and replacement along Calumet Ave from Marguerite Ave, through the cul-de-sac to the East continuing North through a dedicated easement in Walker Park and terminating at the intersection between Cortland Dr. and Briarwood Dr.

The design, plans for construction, and project specifications were prepared by the Department of Public Works & Utilities Engineering staff and are being presented to the Board of Works for approval and permission to advertise.

This project will be funded through already appropriated 2021 water funds.

It is requested the Board of Works:

**approve the plans and specifications, and grant permission to advertise the Calumet Ave Water Main Extension project- Bid #21-21**







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

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**DATE:** June 24, 2021  
**TO:** Board of Public Works  
**FROM:** Edgar Moreno, Utility Engineer <sup>EM</sup>  
**RE:** **Award Recommendation for the Woodward Ave & Safford Ct Sewer Repair project - Quote #21-08**

---

On July 6, 2021, quotes were opened for the Woodward Ave & Safford Ct Sewer Repair project at the regular Board of Works meeting. \_\_\_\_\_ ( ) quotes were received at that time and given to the City's Engineering Department for review.

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

Contractor	Total Bid

There        were/were        no        discrepancies        with        any        of        the        quotes.  
\_\_\_\_\_ was the lowest responsive and responsible  
quoter, and they have successfully completed projects in the past for the City of Elkhart.

There are sufficient sewer funds already appropriated for this project.

It is recommended the Board of Public Works:

**Award the Woodward Ave & Safford Ct Sewer Repair project, Quote #21-08, to**  
\_\_\_\_\_, who was the lowest, responsive and responsible  
bidder with a contract price in the amount of \$\_\_\_\_\_.



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

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**DATE:** June 24, 2021  
**TO:** Board of Public Works  
**FROM:** Edgar Moreno, Utility Engineer <sup>EM</sup>  
**RE:** **Award Recommendation for the 605 Mason St Sewer Repair project - Quote #21-09**

---

On July 6, 2021, quotes were opened for the 605 Mason St Sewer Repair project at the regular Board of Works meeting. \_\_\_\_\_ ( ) quotes were received at that time and given to the City's Engineering Department for review.

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

Contractor	Total Bid

There were/were no discrepancies with any of the quotes. \_\_\_\_\_ was the lowest responsive and responsible quoter, and they have successfully completed projects in the past for the City of Elkhart.

There are sufficient sewer funds already appropriated for this project.

It is recommended the Board of Public Works:

**Award the 605 Mason St Sewer Repair project, Quote #21-09, to \_\_\_\_\_, who was the lowest, responsive and responsible bidder with a contract price in the amount of \$\_\_\_\_\_.**



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

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**DATE:** June 25, 2021  
**TO:** Board of Public Works  
**FROM:** Edgar Moreno, Utility Engineer *EM*  
**RE:** **Elkhart WWTP Expansion 2019 Design – PSA Amendment No. 3 – Donohue & Associates, Inc.**

---

The City of Elkhart entered into a PSA agreement with Donohue & Associates, Inc. in August of 2018.

The Utility has been working with Donohue on various additions to the existing professional services agreement. Additions to the PSA include a wide variety of construction phase services, Resident Project Representative (RPR) Services and applications engineering services. Construction phase services included in the current amendment include: on-site pre-con and progress meetings, site visits and observations, review and approval of shop drawings, review of O&M manuals, inspections, instrumentation and control verification services, startup and training services, etc. RPR services include an engineer on-site observing the progress of the work until substantial completion of construction.

Attached is the Professional Service Agreement (PSA) Amendment No. 3 with Donohue & Associates, Inc. for professional services on the Elkhart WWTP Expansion 2019 Design.

An additional appropriation is on this BOW agenda to cover this contract. That money will eventually be refunded once the SRF loan is closed after bidding.

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

It is requested the Board of Public Works:

**approve Amendment No 3. to the Professional Service Agreement between the City and Donohue & Associates for the Elkhart WWTP Expansion 2019 project, for an additional amount of \$2,115,500.00, bringing the total contract to \$3,862,200.00.**





**AMENDMENT NO. 3**  
**to**  
**STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES**  
**WWTP Capacity Upgrade Project – Phase II (Project)**  
**Original Agreement Executed: August 21, 2018**

This Amendment is by and between:

City of Elkhart, Indiana (Owner)  
Acting by and through its Board of Public Works  
229 S. Second Street  
Elkhart, Indiana 46516

And,

Donohue & Associates, Inc. (Engineer)  
209 North Main Street, Suite 206  
South Bend, Indiana 46601

Who agree to amend the original Agreement, as follows:

**ARTICLE 6 – ESTIMATE OF COST**

1. Revise 6.02 – A to read as follows:  
“A. Owner and Engineer agree to a Construction Cost limit in the amount of Twenty Four Million, Eight Hundred Thousand Dollars (\$24,800,000.00).”

**EXHIBIT A – Engineer’s Services**

1. Add the following to the end of *Part 1: Basic Services, Subpart II Scope of Services*:  
“E. Construction Phase Services  
1. *General Administration of Construction Contract.* Consult with Owner and act as Owner’s representative as provided in the General Conditions of the Contract Documents included in the Project Manual. The extent and limitations of the duties, responsibilities and authority of the Engineer as assigned in said General Conditions shall not be modified, except as Engineer and Owner may otherwise agree in writing. All of Owner’s instructions to the construction contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with



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

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**DATE:** June 25, 2021  
**TO:** Board of Public Works  
**FROM:** Edgar Moreno, Utility Engineer *EM*  
**RE:** **Elkhart WWTP Expansion 2019 Design – PSA Amendment – Additional Appropriation Request**

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The appropriation request is to fund PSA Amendment 3 for the design of the Elkhart WWTP Expansion 2019 project. This project is required by the City's the Long Term Control Plan under the Consent Decree.

The Utility has been working with Donohue on various additions to the existing professional services agreement. Additions to the PSA include a wide variety of construction phase services, Resident Project Representative (RPR) Services and applications engineering services. Construction phase services included in the current amendment include: on-site pre-con and progress meetings, site visits and observations, review and approval of shop drawings, review of O&M manuals, inspections, instrumentation and control verification services, startup and training services, etc. RPR services include an engineer on-site observing the progress of the work until substantial completion of construction.

The original contract design is being funded using a combination of left over SRF loan funds from previous projects, and a new State Revolving Fund (SRF) loan for this project. Per SRF rules, the new SRF loan will not be issued until the project has gone to bid and been awarded, so this PSA amendment part of the design will not be refunded until the project bids in 2021.

This request has been sent to Financial for review and approval.

It is requested the Board of Public Works:

**approve the additional appropriation of \$2,115,500.00 to Line 608-5-999-799.0043, for the Elkhart WWTP Expansion 2019 project.**



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

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Date June 24, 2021  
To Mike Machlan, Board of Works President  
From Laura Kolo, Utility Services Manager *ll*  
RE Request to engage

Elkhart Public Works is respectfully requesting to engage with HACH for annual service on our UVT probes for a cost of \$1,662. Funds are available in the Wastewater Maintenance, Service Contract, line in the 2021 Operating budget. The contract has been approved by the City's Legal Department.



	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 1 of 4 Partnership Number : HACH825874
	<b>Headquarters</b> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <b>Purchase Orders</b>	<b>WebSite:</b> <a href="http://www.hach.com">www.hach.com</a>  <b>Remittance</b> 2207 Collections Center Dr Chicago, IL 60693  <b>Wire Transfers</b> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593



Partnership Number : HACH825874      Version : 0.5      Quotation Date : 14-JUN-21  
Expiration Date : 10-SEP-21

Hach Company Contact : Topping, Christen J      Service Partnership Phone :  
Service Partnership Email : ctopping@hach.com  
Customer Ref : RENEWAL QUOTE      Customer Contact : CAMERON, SEBASTIAN  
Customer Phone : 574-320-3436      Customer Fax : SEBASTIAN.CAMERON@C  
OEI.ORG

Bill-To Account # 053582		Ship-To Account # 053582			
Customer Name	CITY OF ELKHART, IN	Customer Name	CITY OF ELKHART, IN	Payment Terms:	Net 30
Address4		Address4		Billing Method:	Annual-Invoices on START Date
Address1	1201 S NAPPANEE ST	Address1	1201 S NAPPANEE ST	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State, PostalCode	ELKHART-IN-46516-1521	City,State, Postalcode	ELKHART-IN-46516-1521		
Province/ Country	US	Province/ Country	US		

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	BSPUVAS	11-SEP-21	10-SEP-22	Bnch Svc-UVAS Sensor	1,662.00
1.1	LXV418.99.50002			db UVAS sc PROBE, 5mm ; 1586192	
1.2	LXV418.99.50002			db UVAS sc PROBE, 5mm ; 1825680	

Sub Total : 1,662.00  
Tax: 0.00  
Total : 1,662.00

#### Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms) . Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance



Date: June 26, 2021

Memo To: Michael Machlan, Board President

Memo From: Laura Kolo, Utility Services Manager *LK*

RE: Wastewater Treatment Plant Monthly Report – May 2021

The monthly Wastewater Treatment Plant NetDMR, CSO MRO and Marketing and Distribution reports were all submitted electronically for the month of May. The wastewater treatment plant treated and released 344 million gallons to the St Joseph River.

**CSO Events:** Four wet weather CSO events occurred in May.

**Violations:** One basement back-up occurred due to grease.



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

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Date June 21. 2021  
To Mike Machlan, Board of Works President  
From Jeff Zehner, Operations Supervisor  
RE Chlorine price change

I have included a letter dated May 27<sup>th</sup> from our Chlorine supplier, Jones Chemical, Inc (JCI), requesting the City sign to acknowledge a \$ 95.00 per ton increase. Additional documentation has also been included for your review.

Chlorine quotes were received from two suppliers on January 18, 2021. The second quote from Alexander Chemical was for \$ 749.00 per ton.





May 27, 2021

City of Elkhart  
1202 S Nappanee St  
Elkhart, IN 46516

**PLEASE SIGN AND RETURN BY 6/13/21**

Dear Customer:

Shortage-related raw material cost increases were recently issued by the Producers of chlorine, caustic soda, and sulfur dioxide. It is necessary for us to pass those increases on to our customers.

Effective **June 14<sup>th</sup> 2021** your Chlorine price must increase from \$470.00 per ton to **\$525.00 per ton**. All other terms & conditions will remain the same.

Please know that while we do everything in our power to keep increases to a minimum, we have no control over Producer operations or raw material cost increases.

We do remain confident in our ability to continue to secure enough product to keep your account supplied.

Thank you for your cooperation and understanding.

Sincerely,

***JCI Jones Chemicals, Inc***

Please sign below and return via email to [nhudson@jcichem.com](mailto:nhudson@jcichem.com) or return via fax to 317-787-8384.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_



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

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**DATE:** July 6<sup>th</sup>, 2021  
**TO:** Board of Public Works  
**FROM:** Joe Foy, Stormwater Manager   
**RE:** Mutual Confidentiality Agreement with American Electric Power

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American Electric Power (AEP) crews have emptied stormwater out of their electric vaults and manholes for years. They usually discharge this into the nearest storm drain. This was brought to our attention and AEP was told to stop this activity until testing of the water is completed by them and the analysis is provided to Public Works for review and approval of such activity. This type of discharge, without approval, is actually an illicit discharge and is prohibited by our Illicit Discharge Ordinance (#5283).

If this agreement is approved and signed, AEP will give PWU location data in GIS format for all of their vaults and manholes in Elkhart city limits. With that information, we can then locate the nearest inflow points to our sanitary sewer for each structure for them to use to discharge this water as needed. Discharge will only be allowed if the water analysis shows no harmful substances and an acceptable sanitary discharge point can be located for each structure.

Legal staff has reviewed and approved this document.

**Engineering requests approval of this Mutual Confidentiality Agreement with American Electric Power for sharing data.**



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

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**DATE:** June 14, 2021  
**TO:** Board of Public Works  
**FROM:** Joseph Feathers, Asset Manager *JF*  
**RE:** Sewer System CCTV 2021- Bid #21-24

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The Department of Public Works requests all bids for Sewer System CCTV 2021 – Bid #21-24 be rejected due to budgetary restraints. All bidders exceeded the amount budgeted for the project.

**It is requested the BOW:**  
**Reject all bids for Sewer System CCTV 2021 Project Bid #21-24.**





**To:** Members of the Elkhart Board of Public Works  
**From:** Lynn Brabec, Environmental Compliance Manager  
**Date:** July 6, 2021  
**Re:** Notice of Violation with Compliance Order:  
Permit #2002-02 Elkhart Environmental Processing

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Elkhart Environmental Processing (EEP), 1143 Oak St., Elkhart, IN. EEP is a waste treatment facility treating chemical toilet waste, septage, landfill leachate and grease trap waste.

EEP had a Fats, Oils and Grease effluent violation for a sample collected on April 27, 2021 by the POTW at the end of pipe. A follow-up sample was collected by the POTW; the table below summarizes the results showing that the facility returned to compliance.

The written response from EEP is attached; the Pretreatment group finds the explanation reasonable.

The Enforcement Response Plan, Section 9.1.1 (a) "Discharging wastewater containing metals in excess of established limits per parameter." Additionally, the Wastewater Utility Use Ordinance No. 5746, as amended states in Section 9.1 Effluent Limitation Penalties: Any User, who is found to have violated any Effluent Limitation set forth in this Ordinance, contained in the User's Industrial Wastewater Discharge Permit or found to have caused the POTW to violate any Effluent Limitation in the POTW's permit shall be fined no more than \$2,500.00 for each offense. Each day on which a violation occurs or continues to occur may be deemed as a separate and distinct offense. In accordance with the Enforcement Response Plan Penalty Matrix the penalties may be assessed as follows:

April 2021 (1<sup>st</sup> Occurrence) \$100.00 \$100.00

**Total Recommended Penalty**

**\$100.00**

Penalty Assessed \_\_\_\_\_

Sample Type	Sample Date	Fats, Oil & Grease (mg/L)
Permit Limits	----	200
POTW Monitoring End of Pipe	4/27/2021	260
POTW Monitoring End of Pipe	5/20/2021	180



June 09, 2021

Lynn Brabec  
Environmental Compliance Manager  
Elkhart Public Works and Utilities  
1201 S. Nappanee Street  
Elkhart, IN 46516

RE: Response to **NOTICE OF VIOLATION** dated May 26, 2021

This is a response to the violation for the exceedance for *Total Fats, Oils and Grease* reported on April 27, 2021.

Historically the operation of the Elkhart Environmental Processing Corp (EEPC) facility produces a level of FOG in the effluent well below the 200 mg/l daily maximum. During the time of the April 27 sampling event EEPC was performing some maintenance on the clarifier in service. It is believed that some agitation of the clarifier may have occurred that could have caused this exceedance. More care will be taken in the future to not allow this to happen, and our preference will be to take the clarifier out of service for any maintenance.

Clearly this exceedance is an outlier from the historical data and this should be confirmed at future sampling events. I would ask that Board to take notice that EEPC has not had a violation in over six years when determining an appropriate penalty.

Please contact me should you have any questions regarding this response as I will not be able to attend the July 6, 2021 Board of Public Works meeting.

Regards,

A handwritten signature in black ink, appearing to read 'A. Thomas Ferrero, Jr.', is written over the 'Regards,' text.

A. Thomas Ferrero, Jr.  
President

## REPORT CERTIFICATION STATEMENT

*All reports submitted to the City must include the following certification statement, signed by an Authorized Representative.*

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for the gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete.

I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

A. Thomas Ferrero, Jr.

\_\_\_\_\_  
Name of Authorized Representative

President

\_\_\_\_\_  
Title



\_\_\_\_\_  
Signature of Authorized Representative

June 09, 2021

\_\_\_\_\_  
Date





**To:** Members of the Elkhart Board of Public Works  
**From:** Lynn Brabec, Environmental Compliance Manager   
**Date:** July 6, 2021  
**Re:** Permit Modification  
Permit #88-03 B-D Industries

---

B-D Industries, 800 Summa Drive, Elkhart, IN, B-D is an anodizing facility for the Aerospace Industry. They use an electro-chemical process of changing aluminum to aluminum oxide. The Pretreatment Group is requesting a permit modification to include two non-destructive testing processes. These testing services are Magnetic Particle and Liquid Penetrant Inspections.

The first process (MPI) does not generate any wastewater, however, the second process (LPI) generates a small volume of wastewater due to the nature of the inspection. Liquid penetrant inspection is used to detect any surface-connected discontinuities such as cracks from fatigue, quenching, and grinding, as well as fractures, porosity, incomplete fusion, and flaws in joints. The process incorporates proprietary fluorescent dye that is drawn into discontinuities through capillary action. Once the fluorescent dye test is complete, the part(s) must be rinsed to continue the regular manufacturing processes.

Pretreatment recommends this permit modification approval.

Approved this 6<sup>th</sup> day of July 2021.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chad Crabtree

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ronnie Davis

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rosa Rivera

\_\_\_\_\_  
Date



# **INDUSTRIAL WASTEWATER DISCHARGE PERMIT**

**Permit No. 88-03**  
**B-D Industries, Incorporated**  
1715 Fieldhouse Avenue  
Elkhart, Indiana 46517  
(574) 295-1420

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

## Permit No. 88-03

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

**B-D Industries, Incorporated  
1715 Fieldhouse Avenue  
Elkhart, Indiana 46517  
(574) 295-1420**

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

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

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

**MODIFIED: JULY 6, 2021**  
**EFFECTIVE DATE: August 4, 2020**  
**EXPIRATION DATE: August 3, 2024**

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

\_\_\_\_\_  
Michael Machlan

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chad Crabtree

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jamie Arce

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ronnie Davis

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

I certify that I have read and am familiar with the conditions and terms contained in this Industrial Wastewater Discharge Permit.

\_\_\_\_\_  
Name of Corporate Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Corporate Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date





To: Members of the Board of Public Works  
 From: Lynn Brabec, Environmental Compliance Manager *LB*  
 Date: June 21, 2021  
 Re: Notice of Violation: 25% Rule Violation – KFC (CARLISLE ELKHART SOUTH), 2709 S MAIN ST (F2015-183)

During a follow-up inspection on 04/07/2021 at KFC (CARLISLE ELKHART SOUTH), located at 2709 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 third 25% Rule Violation within a year. To date, KFC (CARLISLE ELKHART SOUTH), has not sent a written response to this violation. The Penalty Matrices recommend assessing a total penalty of \$350.

**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.	Additional Violation?
04/07/2021  30%	\$250	No	Yes

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

Date of Violation:	Penalty Matrix Recommendation:**
6/13/2021	\$100 Penalty**

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

Location:	Date of Violation:	Penalty Matrices Recommendation:	BOW Assessed Penalty:
KFC (CARLISLE ELKHART SOUTH) 2709 S MAIN ST	4/7/2021	\$350	\$

Approved this \_\_\_\_\_ of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Michael Machlan

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chad Crabtree

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jamie Arce

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ronnie Davis

\_\_\_\_\_  
Date



*City of Elkhart*  
**Public Works & Utilities**

To: Members of the Board of Public Works  
From: Lynn Brabec, Environmental Compliance Manager *LB*  
Date: June 22, 2021  
Re: Notice of Violation: Failure to Submit Renewal FOG Application as Required – McAlister's Deli Restaurants,  
285 CR 6 East Suite A (F2018-026)

McAlister's Deli Restaurants received a Notice of Violation (NOV) for failing to submit their FOG Renewal Application within the allotted timeframe. McAlister's Deli Restaurants did respond to the Notice of Violation received on May 27, 2021. The Penalty Matrices recommend assessing a total penalty of \$100.

Violation #1: Failure to submit FOG Renewal Application due on 05/4/2021.

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?
5/5/2021	\$100 \$100=\$100 (first 15 days)+\$0 (\$5 per day thru 05/16/2021)	Yes	No

The Penalty Matrix recommend the Board assess the following total penalty:

Location:	Date of Violation:	Penalty Matrix Recommendation:	BOW Assessed Penalty:
McAlister's Deli Restaurants 285 CR 6 East Suite A	5/5/2021	\$100	\$

☐ 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





*City of Elkhart*  
Public Works & Utilities

To: Members of the Board of Public Works  
From: Lynn Brabec, Environmental Compliance Manager *LB*  
Date: June 24, 2021  
Re: Notice of Violation: Failure to Submit Renewal FOG Application as Required – Panda Express, 2719 Cassopolis St. (F2015-369)

Panda Express received a Notice of Violation (NOV) for failing to submit their FOG Renewal Application within the allotted timeframe. To date, Panda Express has not responded to the Notice of Violation received on June 8, 2021. The Penalty Matrices recommend assessing a total penalty of \$435.

Violation #1: Failure to submit FOG Renewal Application due on 05/04/2021.

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?
05/05/2021	\$335 \$335=\$100 (first 15 days)+\$235 (\$5 per day thru 07/05/2021)	No	Yes (see Violation #2)

Violation #2: Failure to repsonsed to a Notice of Violation (Written response, signed certification statement and FOG Renewal Application).

Date of Violation: 06/23/2021  
Penalty Matrix Recommendation: \$100 Penalty\*\*

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

Location:	Date of Violation:	Penalty Matrices Recommendation:	BOW Assessed Penalty:
Panda Express 2719 Cassopolis St.	05/05/2021	\$435	\$

☐ 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.





*City of Elkhart*  
Public Works & Utilities

To: Members of the Board of Public Works  
From: Lynn Brabec, Environmental Compliance Manager *LB*  
Date: June 22, 2021  
Re: Notice of Violation: Failure to Submit Renewal FOG Application as Required – Aracely's Paleteria y Antojitos, 1808 E. Bristol St. (F2018-027)

Aracely's Paleteria y Antojitos received a Notice of Violation (NOV) for failing to submit their FOG Renewal Application within the allotted timeframe. To date, Aracely's Paleteria y Antojitos has not responded to the Notice of Violation received on May 27, 2021. The Penalty Matrices recommend assessing a total penalty of \$435.

**Violation #1:** Failure to submit FOG Renewal Application due on 05/04/2021.

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?
05/05/2021	\$335 \$335=\$100 (first 15 days)+\$235 (\$5 per day thru 07/05/2021)	No	Yes (see Violation #2)

**Violation #2:** Failure to respond to a Notice of Violation (Written response, signed certification statement and FOG Renewal Application).

Date of Violation: 6/11/2021  
Penalty Matrix Recommendation: \$100 Penalty\*\*

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

Location:	Date of Violation:	Penalty Matrices Recommendation:	BOW Assessed Penalty:
Aracely's Paleteria y Antojitos 1808 E. Bristol St.	5/5/2021	\$435	\$

☐ 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.



*City of Elkhart*  
Public Works & Utilities

To: Members of the Board of Public Works  
From: Lynn Brabec, Environmental Compliance Manager *LB*  
Date: June 21, 2021  
Re: Notice of Violation: Failure to Submit Renewal FOG Application as Required – R & A Cassopolis Property, LLC, 1606 Cassopolis St. (F2018-020)

R & A Cassopolis Property, LLC received a Notice of Violation (NOV) for failing to submit their FOG Renewal Application within the allotted timeframe. To date, R & A Cassopolis Property, LLC has not responded to the Notice of Violation received on May 26, 2021. The Penalty Matrices recommend assessing a total penalty of \$380-.

**Violation #1:** Failure to submit FOG Renewal Application due on 05/15/2021.

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?
5/16/2021	\$280 \$280=\$100 (first 15 days)+\$180 (\$5 per day thru 07/05/2021)	No	Yes (see Violation #2)

**Violation #2:** Failure to repsonsed to a Notice of Violation (Written response, signed certification statement and FOG Renewal Application).

Date of Violation: 6/12/2021

Penalty Matrix Recommendation: \$100 Penalty\*\*

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

Location:	Date of Violation:	Penalty Matrices Recommendation:	BOW Assessed Penalty:
R & A Cassopolis Property, LLC 1606 Cassopolis St.	5/16/2021	\$380	\$

☐ 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.

## MEMORANDUM

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**TO:** BOARD OF PUBLIC WORKS

**FROM:** CHAISE COPE, NEIGHBORHOOD PLANNER

**SUBJECT:** AWARD RECOMMENDATION FOR THE DEMOLITION OF 526 W WASHINGTON STREET – BID #21-27

**DATE:** 6/22/2021

---

On June 15, 2021, bids were opened for the demolition of 526 W Washington Street at the regular Board of Public Works meeting. Four (4) bids were received at that time and given to the City's Planning & Zoning Department for review.

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

Contractor	Total Bid
Cross Excavating & Demolition, LLC	\$9,138.00
Pelley Excavating	\$10,965.00
A.M.L. Services	\$17,995.00
Indiana Earth Inc.	\$20,250.00

Cross Excavating & Demolition, LLC was the lowest responsive and responsible bidder, they have successfully completed projects in the past for the City of Elkhart.

Sufficient funds have been allocated through the FEMA Hazard Mitigation Grant Program and Community Development Block Grant program.

**It is recommended that the Board of Public Works award the demolition of 526 W Washington Street, (Bid #21-27) to Cross Excavating & Demolition, LLC who was the lowest responsive and responsible bidder with a contract price in the amount of \$9,138.00.**



## MEMORANDUM

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**TO:** BOARD OF PUBLIC WORKS

**FROM:** CHAISE COPE, NEIGHBORHOOD PLANNER

**SUBJECT:** APPROVAL OF SPECIFICATIONS AND PERMISSION TO ADVERTISE  
DEMOLITION OF 1101 TAYLOR STREET – BID #21-28

**DATE:** 6/23/2021

---

The Department of Planning & Zoning requests approval of the specifications, and permission to advertise the demolition of 1101 Taylor Street.

The project will consist of demolishing a one-story structure and shed, 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 1101 Taylor Street demolition (Bid #21-28).**

## MEMORANDUM

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**TO:** BOARD OF PUBLIC WORKS

**FROM:** CHAISE COPE, NEIGHBORHOOD PLANNER

**SUBJECT:** APPROVAL OF SPECIFICATIONS AND PERMISSION TO ADVERTISE  
DEMOLITION OF 412 N THIRD STREET – BID #21-29

**DATE:** 6/23/2021

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The Department of Planning & Zoning requests approval of the specifications, and permission to advertise the demolition of 412 N Third Street.

The project will consist of demolishing a one-story structure, garage, any and all concrete slabs, and then grading and seeding the property to remain greenspace.

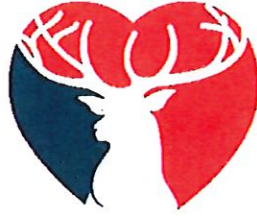
The demolition and return to greenspace of this property is a requirement of the FEMA Hazard Mitigation Grant Program that the City has been awarded and is participating in.

**It is requested that the Board of Public Works grant approval of the plans and specifications and permission to advertise the 412 N Third Street demolition (Bid #21-29).**

Rod Roberson

*Mayor*

John Espar



City of Elkhart

*Department of Law*

229 S. Second St.

Elkhart, Indian 46516

To: Board of Public Works  
Michael Machlan  
Chad Crabtree  
Ronnie Davis  
Jamie Arce  
Rose Rivera

A couple of months ago, the redevelopment assistant director contacted and agreed to a company called Bird Rides could supply the City with numerous standup electronic scooters. Making the electronic scooter available to the public would be at no monetary cost to the City. However, to be able to make the e-scooters available to the public, the e-scooter were going to have to be made available by storing the e-scooters on public right-of-way. The e-scooter also present potential liability problems that the City should not be responsible for. As such, the City respectfully requests that the board make and approve to both motions.

The first motion will be to pass a resolution that allows the City Engineer or his assign to designate certain areas of City controlled right of way for the parking of the stand-up e-scooter in the program.

If the Resolution passes, the City respectfully requests that Board moves to allow Board President. Mike Machlan to execute the memorandum of understanding with Bird Rides, Inc., which MOU shall keep all liability claims for use or storage of the e-scooters with Bird Rides by indemnifying the City and making the City a named insured on its policy of insurance.

*Bryndall K. Arnold*



RESOLUTION NO. 12-R-13

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF ELKHART, INDIANA, SUPPORTING AND AUTHORIZING CERTAIN DESIGNATED AREAS OF CITY-CONTROLLED RIGHT-OF-WAY FOR PARKING STAND-UP ELECTRIC SCOOTERS WHICH ARE OWNED BY BIRD RIDES, INC. AND AVAILABLE FOR USE BY RENTERS OF THE STAND-UP ELECTRIC SCOOTERS**

WHEREAS, the City of Elkhart, Indiana (City) by and through its Board of Public Works (Board) maintains and supervises City owned and controlled right-of-ways pursuant to I.C. 36-9-6-2, and has custody over city owned property pursuant to I.C. 36-9-6-3; and

WHEREAS, Bird Rides, Inc., is a company with a mission that is to create a more liable future by reducing cars trips, traffic and carbon emissions by renting shared e-scooter services; and

WHEREAS, Bird Rides e-scooter sharing services (1) provides the public with a more efficient, eco-friendly, green energy transportation, (2) ensures compliance with all applicable environmental laws and regulations, (3) advances the UN's Sustainable Development Goals, and (4) make sustainable transportation safer for everyone; and

WHEREAS, the Mayor and his administration want to support Bird Ride in its effort to establish a safe eco-friendly public stand-up electric scooter transportation service within the City for the reasons stated herein; and

WHEREAS, the Board believes it is in the best interests of the City and its residence to have a public stand-up e-scooter program.

NOW THEREFORE, BE IT RESOLVED BY THE BOAD OF PUBLIC WORKS OF THE CITY OF ELKHART, INDIANA, as follows:

- 1 The Board hereby supports Bird Rides public stand-up e-scooter sharing program in the City and authorizes the City Engineer or his designated representative to designate certain areas of city controlled public right-of-ways for parking the Bird Ride's stand-up e-scooter which will be used in Bird Rides e-scooter services program.
- 2 The President of the Board is hereby authorized to take any necessary action on behalf of the City of Elkhart, Indiana, to support Bird Rides in its efforts to establish stand-up e-scooter services within the City, and to do all acts deemed necessary and reasonable to accomplish this purpose.
- 3 The Resolution shall be in effect upon it adoption by the Board.

ADOPTED at the meeting of the Board of Public Works of the City of Elkhart, Indiana held on the \_\_\_\_ day of July, 2021.

City of Elkhart, Indiana  
Board of Public Works

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Michael Machlan, President

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Chad Crabtree, Vice President

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Ronnie Davis, Member

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Jamie Arce, Member

---

Rose Rivera, Member

ATTEST:

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Nancy Wilson, Clerk

## MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement ("Agreement") is made and entered into by and between Indiana Michigan Power Company, an affiliate of the American Electric Power System, ("AEP") and the City of Elkhart, ("Elkhart").

### Recitals:

I. AEP and Elkhart desire to share shape files of AEP's Distribution Network facilities to enable both parties to review and illustrate AEP facility locations relative to the nearest Elkhart-owned storm water or sewer drains (the "Project") and may find it desirable or necessary to exchange certain confidential information during their discussions.

II. The parties are willing to exchange confidential information pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

### Section 1. Definitions.

1.1. "Confidential Information" means any information that is disclosed by the Disclosing Party to the Receiving Party or its Representatives in connection with the Project, whether before or after the date hereof and irrespective of the format in which the information is provided that is designed by the Disclosing Party as "Confidential Information." "Confidential Information" includes Critical Electric Infrastructure Information and any Evaluation Material prepared by the Receiving Party. "Confidential Information" does not include information which:

- (a) is, or subsequent to disclosure becomes, part of the public domain through no fault of the Receiving Party;
- (b) is lawfully disclosed to the Receiving Party by a third party which, to the knowledge of the Receiving Party, does not have a confidentiality obligation to the Disclosing Party;
- (c) was lawfully in the possession of the Receiving Party prior to disclosure by the Disclosing Party; or
- (d) is lawfully and independently developed by the Receiving Party without use of the Confidential Information disclosed by the Disclosing Party.

1.2. "Critical Electric Infrastructure Information" or "CEII" has the same meaning as provided in 18 C.F.R. 388.113(c)(1).

1.3. "Disclosing Party" means the party disclosing Confidential Information.

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- 1.4. "Evaluation Material" means notes, reports or other documents which reflect, interpret, evaluate, include or are derived from the Confidential Information.
- 1.5. "Receiving Party" means the party receiving Confidential Information.
- 1.6. "Representatives" means a party's employees, officers, directors, attorneys, accountants and agents (including potential lenders, equity partners, underwriters, or other parties involved in the Project for the party), and the party's affiliates and the employees, officers, directors, attorneys, accountants and agents thereof.

**Section 2. Confidentiality.** Except as provided in Section 5, the parties hereby agree that the Confidential Information will be kept confidential during the term of this Agreement. The parties also agree that without the prior written consent of the Disclosing Party, the Confidential Information will not be disclosed by the Receiving Party, in whole or in part, to any other person except as provided herein. Each party shall use the same care in protecting the other's Confidential Information as it uses to protect its own confidential information, provided that neither party shall use less than reasonable efforts to protect the other's Confidential Information. Notwithstanding the foregoing, the Receiving Party may (a) disclose Confidential Information to its Representatives whose access is necessary to conduct the evaluations and negotiations in connection with the Project and who have been informed of the confidentiality restrictions contained in this Agreement and (b) make a limited number of copies of the Confidential Information in order for the Receiving Party to adequately use the Confidential Information subject to the terms and conditions of this Agreement. Each party agrees to be responsible for any breach of the confidentiality obligations under this Agreement by its Representatives.

**Section 3. Ownership and Use of Confidential Information.** All Confidential Information (except Evaluation Material) shall remain the property of the Disclosing Party. No license or other rights under any patents, trademarks, copyrights or other proprietary rights is granted or implied by the disclosure of the Confidential Information. Neither party shall use the Confidential Information for any purpose other than for evaluation of and negotiations relating to the Project.

**Section 4. Disposition of Confidential Information.** The Receiving Party, upon written request from the Disclosing Party, shall promptly return or destroy all Confidential Information in its possession; provided, however, with respect to Evaluation Materials, the Receiving Party may at its discretion destroy such Evaluation Material. If requested by the Disclosing Party, the Receiving Party shall provide the Disclosing Party with a certification that all Confidential Information and Evaluation Material has either been returned or destroyed, as appropriate. Notwithstanding the foregoing, the Receiving Party may retain one copy of the Confidential Information solely for archival purposes and for the purpose of demonstrating compliance with this Agreement. The return or destruction of the Confidential Information shall not extinguish any rights or obligations under this Agreement with respect to the Confidential Information.

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**Section 5. Legally Required Disclosures.** If a party is legally compelled to disclose any of the Confidential Information, or if such disclosure is necessary in order to obtain or maintain regulatory or governmental approvals, applications or exemptions, the party making the disclosure shall promptly notify the other party of the disclosure. In such cases, the party making the disclosure shall reasonably cooperate with the other party to obtain a protective order or other reasonable assurance that the Confidential Information will be accorded confidential treatment. If the party making the disclosure is nonetheless legally required to disclose the Confidential Information, then such party may disclose the information without liability hereunder provided that the party may only furnish that portion of the Confidential Information which is legally required or necessary.

**Section 6. Public Records Act.** The parties understand that as a subdivision of the State of Indiana, Elkhart may be subject to the provisions of Ind. Code §5-14-3 related to the public's access to public records. In reliance on the representation of AEP, however, Elkhart will withhold from disclosure any Confidential Information provided to it by AEP, including information that AEP has designated as Critical Electric Infrastructure Information, or CEII, under the applicable provisions of Ind. Code § 5-14-3-4, including, without limitation, Ind. Code §5-14-3-4(b)(19)(J) and Ind. Code §5-14-3-4(a)(3).

Notwithstanding any other provision of this Agreement, Elkhart may release Confidential Information to a third party in response to a public records request submitted by such party only if ordered to do so by a court of competent jurisdiction or upon consent by AEP. Elkhart shall notify AEP as soon as reasonably practical, of any request to disclose Confidential Information, or that such a request has been made, so that AEP has an opportunity to take appropriate action to maintain the confidential handling of such information as provided under Indiana law.

**Section 7. Term.** The confidentiality obligations of this Agreement shall not expire.

**Section 8. Remedies.** The parties acknowledge that improper or unauthorized use or disclosure of Confidential Information could cause irreparable harm to the Disclosing Party and that monetary damages would not be an adequate remedy for a breach of this Agreement. In the event of any breach or threatened breach of this Agreement, the non-breaching party shall be entitled to pursue injunctive and other equitable relief, and the breaching party agrees to waive any requirement for the posting of a bond in connection with such remedy. Such injunctive and equitable relief shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other available remedies. In no event shall either party be liable to the other for any incidental, indirect, special, punitive or consequential damages (including without limitation damages for lost profits).

**Section 9. Relationship of Parties.** Neither party shall have any obligation to commence or continue discussions or negotiations, to exchange any Confidential Information, to reach or execute any agreement with the other party, to refrain from engaging at any time in any business whatsoever, or to refrain from entering into or continuing any discussions, negotiations or agreements at any time with any third party, until each party executes a definitive agreement. Until such definitive agreement is executed, neither party shall have any liability to the other party with respect to the Project except

**AEP CONFIDENTIAL**

as set forth in this Agreement. Neither party shall have any liability to the other party in the event that, for any reason whatsoever, no such definitive agreement is executed.

#### **Section 10. General.**

**10.1. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.

**10.2. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties, supersedes any prior understandings or representations relating to the confidential treatment of the Confidential Information, and shall not be modified except by a written agreement signed by both parties.

**10.3. Assignability.** This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that AEP may assign this Agreement to one or more of its affiliated companies.

**10.4. Severability.** All provisions of this Agreement are severable, and the unenforceability of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

**10.5. No Waiver.** Failure of either party to insist upon strict performance of any of the terms and conditions shall not be deemed to be a waiver of those terms and conditions.

**10.6. Counterparts and Faxed Signatures.** This Agreement may be executed in counterparts, and in the absence of an original signature, faxed signatures will be considered the equivalent of an original signature.

**10.7. Notices.** Notices shall be in writing and shall be sent to the addresses listed below, by email, and either by personal delivery, by the U.S. Mail, overnight mail, fax or other similar means. All notices shall be effective upon receipt.

The parties have signed this Agreement effective as of the later signature date set forth below.

**Indiana Michigan Power Company**

**City of Elkhart**

Megan Innis  
Signature

\_\_\_\_\_  
Signature

Megan Innis  
Name

\_\_\_\_\_  
Name

**AEP CONFIDENTIAL**



Regional Environmental Coordinator Sr.  
Title

\_\_\_\_\_

Title

6/23/2021  
Date

\_\_\_\_\_

Date

Approved as to form and legality  
Gomdell K. Chhat

AEP CONFIDENTIAL



## MEMO

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Date: June 25, 2021  
To: Board of Public Works  
From: Bradley Tracy  
RE: Amendment of Agreement Baker Tilly and the City of Elkhart

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Board Members,

Kacey French, Director of Human Resources, resigned from the City earlier this month. This position played a critical role in the daily operation of the City. Every department within the City of Elkhart is dependent on the services they receive from Human Resources.

It is therefore extremely important to actively begin our search for a Human Resource professional. After meeting with several groups, the City of Elkhart has determined Baker Tilly is best suited to assist in our search.

I am asking the Board of Public Works to approve this request to amend the current agreement with Baker Tilly to include the attached services.

The agreement is good for a full year and the cost is \$24,000.

Thank you



380 Jackson St., Ste 300  
St. Paul, MN 55101  
United States of America

T: +1 (651) 223 3000  
F: +1 (651) 223 3046  
bakertilly.com

June 23, 2021

Mr. Bradley Tracy  
Chief of Staff  
City of Elkhart  
201 South 2nd Street  
Elkhart, IN 46516

Dear Mr. Tracy:

This letter documents the City of Elkhart, Indiana ("you/r" or "Client") engagement of Baker Tilly US, LLP ("we" or "Baker Tilly") to conduct an executive search for Human Resources Director (the "Project"). This letter defines our and your respective obligations for the Project. Our proposal dated June 11, 2021 is incorporated by reference.

#### Scope, Objectives and Approach

A team approach, which uses a combination of your personnel and ours, is critical to the success of the Project. Your organization and its team members bring the knowledge of your particular needs and we bring a deep understanding of public sector executive recruitment and selection practices.

Phase	Description of Baker Tilly's Professional Services
Phase I	<u>Task 1</u> – Develop the candidate profile and define the advertising and marketing strategy (includes one day on site by Project Team Leader). <u>Task 2</u> – Identify qualified candidates that meet the profile.
Phase II	<u>Task 3</u> – Screen and submit list of recommended semi-finalists to client (includes one day onsite by Project Team Leader). <u>Task 4</u> – Conduct reference checks, and academic verifications. A criminal and/or credit history report may also be conducted at this Phase or at the conclusion of Phase III, as specified by you.
Phase III	<u>Task 5</u> – Final process/on-site interviews with finalists (includes two days on site by Project Team Leader). <u>Task 6</u> – Assist Client in making offer, which may be made contingent upon the successful completion of a background check as specified by you.
Conclusion	Acceptance of offer by candidate.





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

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**DATE:** June 30, 2021  
**TO:** Board of Public Works  
**FROM:** Bradley Tracy, Chief of Staff  
**RE:** **Government Affairs contract**

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Attached is the Letter of Engagement with Taft Advisors, LLC for Government Affairs and Lobbying services for the Federal Government on behalf of the City of Elkhart. This relationship will provide the City various opportunities to increase federal and state support of ongoing and future projects.

The funds for this agreement will come from already appropriated funds in the 2021 Annual Budget.

This Letter of Engagement has been reviewed the City legal department.

It is requested the Board of Public Works:

**approve the Letter of Engagement with Taft Advisors, LLC with the City of Elkhart in the amount of \$30,000.**

June 30, 2021

The Honorable Rod Roberson  
Mayor, City of Elkhart  
229 S. 2<sup>nd</sup> Street  
Elkhart, IN 46514

Re: Engagement of Taft Advisors LLC

Dear Mayor Roberson,

We enjoyed speaking with you and discussing the City of Elkhart's federal priorities. Thank you for the opportunity to outline areas where Taft Advisors LLC ("Taft Advisors") could further your efforts in Washington, D.C. and Indiana. This letter is intended to discuss our engagement with Elkhart, including the scope of this assignment, the work we anticipate performing, and the fees associated with that work ("Engagement").

**Scope of Work**

Taft Advisors will provide Elkhart the following advocacy services:

- A. Taft Advisors will work with Elkhart to expand its engagement and relationship with Federal Executive branch officials in departments and agencies relevant to Elkhart's Economic Development plans and infrastructure needs.
  1. Taft Advisors will work with Elkhart's officials to prioritize its needs and align those needs with the appropriate Federal Department or Agency.
  2. Taft Advisors will develop and implement, in collaboration with Elkhart, an Administration plan to advance Elkhart's executive branch priorities. Taft Advisors will introduce Elkhart to appropriate Administration officials and work to develop and maintain Elkhart's profile among those officials to advance Elkhart's business opportunities with the Federal government and Federal programming. Taft Advisors will keep Elkhart advised of Administration actions or proposals that affect Elkhart's interests. Taft Advisors will utilize its relationships at the White House to position Elkhart as a thought leader on workforce development, diversity, and veterans' issues. Part of this effort will include introducing Elkhart to appropriate White House personnel with responsibility for Administration efforts on workforce development and other areas of interest to Elkhart.
- B. Taft Advisors will support Elkhart's efforts to secure funding during the fiscal year 2022 federal Appropriations process. As part of this effort, Taft Advisors will do the following:

**Rod Roberson**  
*Mayor*

**Richard Warfield**  
*Department Head*



***Information Technology***  
131 Tyler Ave.  
Elkhart, IN 46516  
574.389.1939

June 28, 2021

Dear Board of Works Members,

I'd like to submit for approval the quote from Network Solutions for the purchase and professional services of Layer 3 network switches. The cost of this is a one time fee of \$74,983.57 which will be paid for out of an I.T. budget line item. This will replace the Layer 2 switches that was originally ordered. This price includes the refund for the layer 2 switches of \$28,199.78. The reason for this replacement is that the Layer 2 switches does not provide routing of network traffic where the Layer 3 switches do. An update to the fiber project forced us to do an update to our network switches which is the reason for the change.

Thank you

Richard Warfield

IT Department Head

City of Elkhart, Indiana





Network**Solutions**  
INCORPORATED

**WHY** we do is as important as **WHAT** we do

## Fiber Ring vs Hub & Spoke and Professional Services

Quote # 078794  
Version 2

City of Elkhart

Les Dant

[www.nsi1.com](http://www.nsi1.com) | (574) 271-0900

## Scope of Work

### Change Request

City of Elkhart has requested an exchange of switches. The switch order has changed per the table below and configuration services for these new switches is required.

Location	Old	New
Street Dept	None	MS250-48LP
FS3	MS125-24P	MS250-24P
Central Garage	MS125-48LP	MS250-48LP
FS4	MS125-24P	MS250-24P
FS7	MS125-24P	MS250-24P
Airport Admin	MS125-48LP	MS250-48LP
Airport Tower	MS125-24P	MS250-24P
NYCRRM	MS125-24P	MS250-24P
Traffic	MS125-24P	MS250-24P
Buildings & Grounds	MS125-48P	MS250-48LP
FS2	MS125-24P	MS250-24P
FS5	MS125-24P	MS250-24P
FS6	MS125-24P	MS250-24P
Cemetary	MS125-24P	MS250-24P
Hayden Park Tower	MS125-24P	MS250-24P
Benham Tower	MS125-24P	MS250-24P
Riverview Tower	MS125-24P	MS250-24P
Police	MS390-48UX2	(2X)MS390-48UX2
Central Fire	MS390-48UX2	(2X)MS390-48UX2

### Proposed Solution

#### Proposed Changes:

- NSI will provide installation for the additional switches at the Street Dept, Police, and Central Fire.
- NSI will provide routing configuration for the locations that upgraded from MS125 to MS250 switches.

#### Equipment Summary

- No equipment is provided in this proposal.

#### Assumptions

- Assumption 1 – This is a change request to an existing project. All assumptions provided with that project apply in addition to any additional assumptions listed below.

**Rod Roberson**  
*Mayor*

**Richard Warfield**  
*Department Head*



**Information Technology**  
131 Tyler Ave.  
Elkhart, IN 46516  
574.389.1939

June 28, 2021

Dear Board of Works Members,

I'd like to submit for approval the contract from Tyler Technologies for the migration from Incode 9 to Incode 10. The cost of this is a one time fee of \$33,330 which will be paid for out of an I.T. budget line item. This migration will update the Financial, Personnel, CIS and CRM modules which will bring the City of Elkhart to the latest version.

Thank you

Richard Warfield

IT Department Head

City of Elkhart, Indiana





**Sales Quotation For**  
 City of Elkhart  
 229 S 2nd St  
 Elkhart, IN 46516-3112  
 Phone: +1 (574) 294-5471

Quoted By: Tyler Richardson  
 Quote Expiration: 10/31/2021  
 Quote Name: City of Elkhart - Incode 10 Financial Migration  
 Quote Number: 2021-127598  
 Quote Description:

Tyler Software and Related Services						
Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
<b>Community Development</b>						
License	\$0	0	\$0	\$0	\$0	\$0
Code Enforcement	\$0	0	\$0	\$0	\$0	\$0
Permitting	\$0	0	\$0	\$0	\$0	\$0
Sub-Total:	\$0		\$0	\$0	\$0	\$0
TOTAL:	\$0	0	\$0	\$0	\$0	\$0
<b>Tyler Migration Services</b>						
Description						Investment
<b>Financial Migration Services</b>						
Core Financials						\$16,800
Fixed Assets						
Project Accounting						
Purchasing						
<b>Personnel Management Migration Services</b>						
Employee Self Service (Employee Portal)						\$15,960
Personnel Management (Includes Position Budgeting)						
<b>CIS Migration Services</b>						
Cashiering						\$1,680
<b>CRM Migration Services</b>						
Accounts Receivable						\$1,890
Cemetery Records						
<b>Other Services</b>						
Description		Quantity	Unit Price	Extended Price		Maintenance
Incode Community Development Migration Services		1	\$1,260	\$1,260		\$0
Project Management		1	\$3,000	\$3,000		\$0
TOTAL:				\$4,260		\$0
<b>Sub-Total:</b>						
<b>TOTAL:</b>						
<b>\$36,330</b>						
<b>\$36,330</b>						

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$4,260	\$0
Total Migration Services	\$36,330	
Total Third Party Hardware, Software and Services	\$0	\$0
<b>Summary Total</b>	<b>\$40,590</b>	<b>\$0</b>

**Rod Roberson**  
*Mayor*

**Richard Warfield**  
*Department Head*



**Information Technology**  
131 Tyler Ave.  
Elkhart, IN 46516  
574.389.1939

June 28, 2021

Dear Board of Works Members,

I'd like to submit for approval the contract from Ricoh for the purchase of RansomeCare for The City of Elkhart's cybersecurity. The cost of this is a one time fee of \$39,000 which will be paid for out of an I.T. budget line item. This product will add an additional layer of security to protect the city against cyber threats.

Thank you

Richard Warfield

IT Department Head

City of Elkhart, Indiana



## Statement of Work

Created for:

CITY OF ELKHART

**Ransomware Containment,  
Powered by BullWall RC**

Prepared By: Ricoh

Date: 6/28/2021

**RICOH**  
imagine. change.

