

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

**Common Council Chambers**

**9:00 A.M., Tuesday, September 5, 2023**

<https://coei.webex.com/coei/j.php?MTID=m43aaaac6aedde85d69760794ba690a86>

Join by phone: 1-415-655-0001

Meeting Number (access code): 2302 813 6347 Meeting password: BOW23

- I. Roll Call**
- II. Approve Agenda**
- III. Open Bids & Quotes**
  - Bid #23-13 NYCRR Museum Fence Replacement
  - Quote #23-08 EEC Pervious Pavers
- IV. Claims & Allowance Docket**
- V. Minutes: Regular Meeting August 15, 2023**
- VI. Engineering**
  - a.) Administration
    - PSA with American Structurepoint: Central Park Clearing Project
    - Change Order #2 & Final: Main Street Concrete Repairs Bid #22-18
    - Award Bid #23-05 State Road 19 Streetscape Project
    - Award Bid #23-11 2023 Asphalt Crack Sealing Project
    - Change Order #1 & Final: 2023 Street Dept. Curb Ramp Bid #23-06
  - b.) PWU Attorney
    - Hively Overpass Project Deeds & Easements
    - Contract with Patriot Rail
  - c.) Utility
    - Sunnyside Bridge Utility Coordination- Amended INDOT Agreement
    - Payment #17 to Bowen Engineering Corporation: Elkhart WWTP Capacity Upgrades Phase 2
    - Payment #18 to Bowen Engineering Corporation: Elkhart WWTP Capacity Upgrades Phase 2
    - Oakland A Project: Easement Agreement
    - Partial Payment #58 to Donohue & Associates, Inc.: Elkhart WWTP Capacity Upgrades Phase 2
  - d.) Stormwater
    - Award Quote #23-08 EEC Pervious Pavers Installation
- VII. Utilities**
  - a.) Administration
    - Wastewater MRO for July 2023
    - BOW Resolution 23-R-22 Appropriation: Local Limits Sample Analysis
    - PSA with Industrial Safety and Environmental Services for Powered Industrial Truck (Forklift) Operator & Noise Dosimetry

- Request Bid #23-15 Service Line Investigation Project
- b.) Utility Accountant
  - Updated 2023 Monthly Transfer Schedule
- c.) Pretreatment
  - Notice of Violation: Conn Selmer South- Permit #85-08
  - Notice of Violation: Conn Selmer North- Permit #85-06
  - Notice of Violation: McDowell Enterprises- Permit #85-01
  - Notice of Violation: Huntington Alloys- Permit #86-07

**VIII.**

**New Business**

- Agreement with Indiana Rail Foundation, Inc.
- Agreement with the Elkhart Municipal Band for Transportation of Equipment
- Change Order #3 & Final: River Greenway Trail Bid #22-05
- Request Quote #23-04 EEC Vault Toilets
- Request Quote #23-13 EEC Cabin Siding Replacement
- Request Quote #23-14 EEC Cabin Doors, Glass & Window Replacement
- EviroFest 2023 Donation Report
- Award Quote for Ford Mavericks

**IX.**

**Use & Event Permits**

- Downtown After Dark 9/15-9/22- Outdoor Lighting Installations Downtown, Fire Pits, & Solar Torches
- Downtown After Dark Glow Dance Party 9/22- City Plaza, Stage, Temporary Street Closure, Public Assembly, Special Exception from Noise,

**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.

August 31, 2023   
JAMIE ARCE - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **\$4,205,592.27** AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 33 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

**EXECUTED THIS 5TH DAY OF SEPTEMBER 2023 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  
09.05.23

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

Fund	Vendor	Description	Amount
2203	RIETH-RILEY CONSTRUCTION CO, INC.	ASPHALT FOR PAVING SIMONTON, MICHIGAN TO N MAIN	\$ 25,419.81
4453	CHRISTOPHER B. BURKE ENGINEERING, LLC	S MAIN PHASE III	\$ 25,900.00
2248	MARK QUIRING AND DEIDRE QUIRING	ROW ACQUISITION 19, QUIRING	\$ 27,410.00
1101	PREMIUM CONCRETE SERVICES, INC.	MAIN STREET CONCRETE REPAIRS	\$ 30,620.67
2248	MARGARET A. HRUBY	ROW ACQUISITION 3, HRUBY	\$ 31,000.00
2203	RIETH-RILEY CONSTRUCTION CO, INC.	ASPHALT FOR PAVING SIMONTON, MICHIGAN TO MAIN	\$ 31,511.97
2201	RIETH-RILEY CONSTRUCTION CO, INC.	GREENLEAF ROAD REHABILITATION BID 23-03	\$ 35,112.56
2248	BRYANT REAL ESTATE CORP.	ROW ACQUISITION 17, BRYANT REAL ESTATE	\$ 35,850.00
4402	NETWORK SOLUTIONS INC	9-CISCO MERAKI CLOUD MANAGED MS250-24P - SWITCH	\$ 37,468.71
6103	PEERLESS-MIDWEST INC	PRODUCTION WELL REHAMB AT N MAINWELLFIELD	\$ 81,970.00
4436	C & E EXCAVATING	2023 ADA CURB RAMP PROJECT	\$ 84,251.27
2201	LOWER GREAT LAKES KENWORTH INC.	TWO KENWORTH TRUCKS	\$ 278,046.00
Total Claims over \$25,000			724,560.99
Regular Claims under \$25,000:			735,191.27
<b>Total Regular Departmental Claims:</b>			<b>1,459,752.26</b>

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

1101	INDIANA MICHIGAN POWER	229 S. SECOND STREET	31,475.83
Total Pre-Approved over \$25,000:			31,475.83
Regular Claims under \$25,000:			208,726.93
<b>Total Pre-Approved Claims:</b>			<b>240,202.76</b>

**American Rescue Plan Claims:**

2474	GREATER ELKHART CHAMBER OF COMMERCE	WORKFORCE HOUSING	\$ 75,000.00
2474	CHARLIE BOOKS	HOMEOWNER OCCUPIED REHAB	\$ 20,900.00
2474	CHARLIE BOOKS	HOMEOWNER OCCUPIED REHAB	\$ 8,550.00
2474	CHARLIE BOOKS	HOMEOWNER OCCUPIED REHAB	\$ 1,500.00
2474	BARRERAS STEEL ROOFING LLC	HOMEOWNER OCCUPIED REHAB	\$ 5,000.00
2474	BARRERAS STEEL ROOFING LLC	HOMEOWNER OCCUPIED REHAB	\$ 7,500.00
2474	KONE INC	Modernization of elevator	\$ 420.00
2474	KONE INC	MUNICIPAL BLDG ELEVATOR	\$ 13,971.70
<b>Total American Resuce Plan Claims:</b>			<b>132,841.70</b>

**UTILITY REFUNDS**

**12,531.64**

**Payroll and Pension Payments:**

Police Uniform payment	-
Fire & Police Pension	484,258.06
Bi-weekly Payroll	1,876,005.85
RETRO PAY	-
<b>Total Payroll:</b>	<b>2,360,263.91</b>

**Total All Claims, Internal Payments, and Payroll: \$ 4,205,592.27**

*(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.*

BOARD OF PUBLIC WORKS  
Tuesday, August 15, 2023

President Mike Machlan called a regular meeting of the Board of Public Works to order at 9:00 a.m., Tuesday, August 15, 2023. Clerk of the Board Nancy Wilson called the roll. Mike Machlan and Jamie Arce attended in person. Chad Crabtree, Ron Davis, and Rose Rivera were absent. Proxy Tim Reecer was present. Mike noted the time was after 9:00 a.m. and no more bids would be accepted.

1. Approve Agenda

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the agenda was approved as presented.

2. Open Bids

Bid #23-11 2023 Asphalt Crack Sealing Project

Proof of publication was presented which appeared in The Elkhart Truth on July 22 and July 29, 2023. The following bids were received:

Asphalt Restoration Services LLC submitted a signed and certified bid summary form with all items checked. The base bid was \$80,000.00.

Pavement Solutions Inc. submitted a signed and certified bid summary form with all items checked. The base bid was \$150,000.00.

Russell Standard submitted a signed and certified bid summary form with all items checked. The base bid was \$319,575.00.

Howard Asphalt LLC dba Howard Companies submitted a signed and certified bid summary form with all items checked. The base bid was \$581,500.00.

Scodeller Construction Inc. submitted a signed and certified bid summary form with all items checked. The base bid was \$148,450.00

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board referred the bids to the staff of Public Works and Utilities for their review and recommendation at the next meeting.

Bid #23-12 Ford Super Duty Trucks

Proof of publication was presented which appeared in The Elkhart Truth on July 22 and July 29, 2023. The following bids were received:

Jordan Automotive submitted a signed and certified bid summary form with all items checked. The base bid was \$56,403.00 less trade value \$6,500.00 totaling \$47,403.00.

Jordan Automotive submitted a signed and certified bid summary form with all items checked. The base bid was \$103,012.00 for two trucks including delivery.

Harold Zeigler Ford submitted a signed and certified bid summary form with all items checked. The base bid for two 2024 F250 Super Duties was \$96,157.28 plus accessories totaling \$99,103.26. The bid for F250 Crew Cab Super Duty was \$150,764.00 less the trade of the 2001 Chevy \$15,900.00, less the trade of the 2000 Ford for \$3,000.00 for a total price of \$52,447.64 with a total bid for all three of \$151,550.90.

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the bids were referred to Josh Holt to review and report back later in the meeting with an award if possible.

3. Claims & Allowance Docket

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board approved the claims and allowance docket totaling \$3,940,244.94, consisting of 25

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pages as prepared on August 9, 2023 at 1:01 p.m.

4. Minutes Regular Meeting August 1 2023

On motion by Tim Reecer, seconded by Jamie Arce and carried 3-0, the Board approved the minutes from August 1, 2023.

5. Engineering

(A.) Administration

Change Order #2 & Final Greenleaf Blvd. Rehabilitation Project Bid #23-03

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board approved the release of all retainage and Change Order #2 & final for the Greenleaf Boulevard Rehabilitation project, Bid #23-03, for a decrease of (\$55,572.07), bringing the final contract price to \$462,527.66.

Prairie Street & Hively Avenue School Zone

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board approved the establishment of a School Zone, with a speed limit of 20mph, around the intersection of Prairie Street and Hively Avenue, at times approved by the City Engineer/Traffic Department while Premier Arts Academy is in session and located at 2721 Prairie Street.

(B.) Project Management

Partial Payment #1 to C&E Excavating: Oakland Ave. Forcemain Phase A

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board approved partial payment #1 in the amount of \$54,219.00 to C&E Excavating from the allocated SRF Loan for construction on the Oakland Avenue Forcemain Phase A project.

(C.) Utility

Request Bid #23-14 CSO 39 Sewer Separation

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board approved plans and specifications and granted permission to advertise Bid #23-14 CSO 39 Sewer Separations.

(D.) Summary

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board ratified the following permits:

Water Assessment

Gaskill Heidi Trustee Rev Trust  
3424 E. Bristol  
Elkhart, IN. 46514  
Property: Paid \$3069.30

JC Brown & Associates, LLC.  
24137 Roadster Ct.  
Elkhart, IN. 46517  
Property: Paid \$1206.30

Nicole Arbogast  
28358 LaRue St.  
Elkhart, IN. 46516  
Property: Paid \$2048.10

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	Damita Calhoun 58668 Stella Drive Elkhart, IN. 46517 Property: Paid \$1572.00
Sewer Assessment	JC Brown & Associates, LLC. 24137 Roadster Ct. Elkhart, IN. 46517 Property: Paid \$5275.00
	Damita Calhoun 58668 Stella Drive Elkhart, IN. 46517 Property: Paid \$7500.00
Driveway Permit	#5073, Owner: Habitat for Humanity Property: 828 W. Garfield Contractor: Habitat for Humanity \$10,000 bond by Contractor
Release of Bond:	#5097, Homeowner: Larry McKinney Property: 1511 Dogwood Drive \$600.00 bond
	#5093, Homeowner: Dwayne Fahrenkrog Property: 1516 Dogwood Drive \$600.00 bond
	#5090, Homeowner: Luiz Angel Property: 802 Outer Drive \$600.00 bond
Revocable Permits:	#6561, Owner: Frontier Communications Property: 614 N. Michigan St. Permit Holder: Mastec Description: New Anchor
	#6562, Owner: Frontier Communications Property: 1521 Bower St. Permit Holder: Mastec Description: New Anchor
	#6563, Owner: Frontier Communications Property: 129 S. Ward St. Permit Holder: Mastec

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Description: New Anchor

#6564, Owner: Frontier Communications  
Property: 129 S. 2<sup>nd</sup> St.  
Permit Holder: Mastec  
Description: New Anchor

#6565, Owner: Frontier Communications  
Property: 1312 Middlebury St.  
Permit Holder: Mastec  
Description: New Anchor

6. Utilities

(A.) Administration

Award Bid #23-10 Public Works Roofing Projects

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board awarded Bid #23-10 Public Works Roofing Projects to Green Improvements who was the lowest responsible and responsible bidder with a contract price of \$278,271.00.

Board of Works Resolution 23-R-20 Appropriating Funds for Engineering Services Relating to Local Limits

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board approved an appropriation of \$60,000.00 for engineering services related to local limits. On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board amended the motion and approved Board of Works Resolution 23-R-20, a Resolution of the Board of Public Works of the City of Elkhart, Indiana, appropriating funds for Engineering Services relating to Local Limits.

PSA with Donohue & Associates for Local Limits Technical Evaluation Engineering Services

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board approved a Professional Services Agreement with Donohue and Associates for Local Limits Technical Evaluation Engineering Services in an amount not to exceed \$59,800.00.

Wastewater MRO for June 2023

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board accepted and placed on file the Wastewater MRO for June 2023.

Water MRO for July 2023

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board accepted and placed on file the Wastewater MRO for July 2023.

(B.) Utility Accountant

Summarized Quarterly Financial Information for Second Quarter of 2023

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board approved and accepted the summarized Quarterly Financial Information for the Second Quarter of 2023.

Public Works & Utilities Attorney

Acceptance of Dedication Right-of-Way

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board approved and accepted the Dedication of Right of Way for the River Greenway



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Project from Elkhart Community Schools.

Board of Works Resolution 23-R-21 Deed of Dedication

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board approved Board of Works Resolution 23-R-21, a Resolution of the Board of Public Works of the City of Elkhart, Indiana accepting the transfer of Real Property from the City of Elkhart Department of Redevelopment known as 535 West Lexington Avenue.

7. New Business

PSA with KK Gerhart-Fritz of The Planning Workshop, Inc.

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board approved a Professional Services Agreement with KK Gerhart-Fritz of The Planning Workshop, Inc. to perform Board of Zoning Appeals training for the Board members, Legal staff, and Planning staff in an amount not to exceed \$3,500.00, and approved the Interlocal Agreement with Elkhart County for Elkhart County Board members to attend.

Ratification and Approval of Purchase of Time Matters Case Management Software

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board approved and ratified the purchase of Time Matters Case Management Software to renew nine licenses.

Disposal/Transfer of EPD Fixed Assets

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board approved the donation of expired bomb suits and helmets to the TSA Bombardium Museum.

Request Bid #23-13 NYCRR Museum Fence Replacement

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board approved plans and specifications and granted permission to advertise Bid #23-13 NYCRR Museum Fence Replacement Project.

Advertise Property Auction

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board approved the request to advertise for the EPD Property Auction on September 28, 2023.

Award Quotes for Two (2) Ford Mavericks

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board awarded the quote for two Ford Mavericks to Bosak Ford in Valparaiso, Indiana for \$56,650.00.

8. Award Bid #23-12 Ford Super Duty Trucks

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board awarded one truck for Central Garage to Jordan Automotive Group for \$47,403.00, and two Super Duty trucks for Buildings & Grounds for \$99,103.26 to Harold Zeigler Ford.

9. Use & Event Permits

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board approved the following permits:

- Labor Day Parade 9/4- Parade & Public Assembly, Temporary Street Closures, Special Exception from Noise Ordinance, Stage & Platform, ESS, Plaza Sign

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- Elkhart County Health Dept. Community Block Party 8/31- Temporary Street Closure, Special Exception from Noise, EMS, Public Assembly, Plaza Sign
- Island of Blues 9/16- Island Park, Lippert Stage, Fencing, Special Exception from Noise Ordinance, EPD, EFD, Trailer, Plaza Sign
- Haunted Walk Through the Woods 10/26 & 10/27-ESS, EMS, Fencing, PA System, EPD, Special Exception from Noise, EMS, Public Assembly, Plaza Sign
- Agape MBC Annual Back Pack 8/12- Temporary Street Closure, Special Exception from Noise
- Robinson Party 9/9- Temporary Street Closure, Special Exception from Noise
- Modrell Block Party 8/26- Temporary Street Closure

8. Adjournment

On motion by Jamie Arce, seconded by Tim Reecer and carried 3-0, the Board of Works adjourned at 9:50 a.m.

\_\_\_\_\_ Michael 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:** August 30, 2023  
**TO:** Board of Public Works  
**FROM:** Tory Irwin, City Engineer   
**RE:** **Central Park Clearing PSA – American Structurepoint**

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The City of Elkhart will enter into a professional services agreement to put together bid documents to clear the Central Park site for the future development of the Amphitheater project.

The City is working many parallel paths to move this project forward in a timely manner. It is requested the Board of Public Works authorize the City Engineer, to sign the Professional Services Agreement upon Legal's approval so that work may begin. American Structurepoint has been selected for this service.

The Amphitheater team has an ambitious goal to begin construction in 2024 and have the theater open for show sin 2025.

This contract will be funded from appropriated TIF funds.

It is requested the Board of Public Works:

**Authorize the City Engineer to execute a Professional Services Agreement with American Structurepoint for the Central Park Clearing project.**



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

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DATE: August 11, 2023

TO: Board of Public Works

FROM: Tory Irwin, City Engineer *TI*

RE: **Release of Retainage and Change Order #2 and Final - Main Street Concrete Repairs Project– Bid #22-18**

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Attached is a change order request #2 and final for the Main Street Concrete Repairs project. This change order is for additional final adjustment to quantities.

There were overages in the ADA ramps which were slightly offset by some reduced quantities for planter box repairs resulting in a total change of \$13,685.00.

This change order request is for an increase of \$13,685.00 from the current contract price of \$494,083.50. Approval of this change order would increase the final contract price to \$507,768.50, resulting in a 5.5% increase from the original contract price of \$481,500.00

**It is requested the Board of Public Works approve release of retainage and Change Order #2 & Final for the Main Street Concrete Repairs project, Bid #22-18, for an increase of \$13,685.00, bringing the final contract price to \$507,768.50.**





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

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**DATE:** August 15, 2023  
**TO:** Board of Public Works  
**FROM:** Tory Irwin, City Engineer TI  
**RE:** **Award Recommendation for the State Road 19 Streetscape project – PA7915 - Bid #23-05**

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On July 18, 2023, bids were opened for the State Road 19 Streetscape project at the regular Board of Works meeting. Two (2) 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>Premium Concrete</b>	<b>\$7,394,177.00</b>
C&E Excavating	\$8,807,275.00

There were no discrepancies with any of the quotes. Premium Concrete was the lowest responsive and responsible bidder, and they have successfully completed projects in the past for the City of Elkhart.

There are sufficient Redevelopment funds already appropriated for this project.

It is recommended the Board of Public Works:

**Award the State Road 19 Streetscape project, Bid #23-05, to Premium Concrete, who was the lowest, responsive and responsible bidder with a contract price in the amount of \$7,394,177.00.**



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

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**DATE:** September 5, 2023  
**TO:** Board of Public Works  
**FROM:** Jeff Schaffer, Assistant City Engineer  
**RE:** **Award Recommendation for 2023 Asphalt Crack Sealing Project - Bid #23-11**

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On August 15, 2023, bids were opened for the 2023 Asphalt Crack Sealing project at the regular Board of Works meeting. Four 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>Asphalt Restoration Services, LLC</b>	<b>\$80,00.00</b>
Scodeller Construction, Inc.	\$148,450.00
Pavement Solutions, Inc.	\$150,000.00
Russell Standard	\$319,575.00
Howard Asphalt, LLC	\$581,500.00

There were no discrepancies with any of the quotes. Asphalt Restoration Services was the lowest responsive and responsible bidder, and they have successfully completed projects in the past for the City of Elkhart.

There are sufficient Street Department funds already appropriated for this project.

It is recommended the Board of Public Works:

**Award the 2023 Asphalt Crack Sealing project Bid #23-11 to Asphalt Restoration Services, LLC, who was the lowest, responsive and responsible bidder with a contract price in the amount of \$80,000.00.**



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

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**DATE:** September 5, 2023  
**TO:** Board of Public Works  
**FROM:** Jeffrey Schaffer, PE, Assistant City Engineer   
**RE:** **Change Order Request #1 & Final - 2023 Street Department Curb Ramp Project – Bid #23-06**

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Attached is change order request #1 & Final for the 2023 Street Department Curb Ramp Project. This change order is for adjustment to final quantities and liquidated damages (LDs).

Site Works Services, LLC failed to meet the contractual deadline of July 31, 2023. LDs are requested through August 22, 2023 – All late items were completed.

This change order also makes final adjustment to all quantities for a net of (\$1,225.63) to the contract.

This change order request is for a decrease of (\$1,225.63) to the original contract price of \$162,013.50. Approval of change order #1 & Final would decrease the final contract price to \$160,787.87 resulting in a (0.8%) decrease from the original contract price.

It is requested the Board of Public Works:

**Approve Change Order #1 & Final for the 2023 Street Department Curb Ramp Project Bid #23-06, for a decrease of (\$1,225.63) bringing the final Contract price to \$160,787.87; and assess Liquidated Damages in the amount of \$200.00 per day past contract completion date, for a total of (\$4,400).**



# CITY OF ELKHART

## PUBLIC WORKS & UTILITIES

Change Order No. #1 and Final  
Dated 8/25/2020

Project: **2023 STREET DEPARTMENT CURB RAMP PROJECT** Contract No. 23-06

To: SITE WORKS SERVICES, LLC  
Contractor

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

City of Elkhart

By \_\_\_\_\_  
President, Board of Public Works

Dated \_\_\_\_\_

### Nature of Changes

Adjustment to final quantities. \$ 3,174.37  
Liquidated Damages - 22 Days past completion date @ \$200.00 per day. (\$4,400.00)

**TOTAL** \$ **(1,225.63)**

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

Original Contract Price	\$ 162,013.50
Contract Price Prior to this Change Order	\$ 162,013.50
Net change resulting from this Change Order	\$ (1,225.63)
Current Contract Price including this Change Order	\$ 160,787.87
Current Contract Price % Change from Original Price	-0.8%
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: [Signature]  
Engineer  
08/29/2023  
DATE

The above changes are accepted:

BY: [Signature]  
Contractor  
Aug 29 2023  
DATE

## Application For 1st & Final Payment

PROJECT: 2023 STREET DEPARTMENT CURB RAMP PROJECT  
 CONTRACT #: 23-06  
 PERIOD ENDING: 8/23/2023

CONTRACTOR: SITE WORKS SERVICES, LLC  
 ADDRESS: 4916 N. ST. RD. 15  
 WARSAW, IN. 46582

ORIGINAL CONTRACT PRICE \$ 162,013.50  
 CHANGE ORDERS THIS PAYAPP \$ (1,225.63)  
 TOTAL CHANGE ORDERS \$ (1,225.63)  
 CURRENT CONTRACT PRICE \$ 160,787.87

ITEM NO.	DESCRIPTION	ORIGINAL CONTRACT QUANTITIES		QUANTITIES THIS PERIOD		ACTUAL QUANTITIES TO DATE	
		ESTIMATED QUANTITY	UNIT COST	UNITS THIS PERIOD	COST THIS PERIOD	ACTUAL UNITS	COST TO DATE
1	Mobilization and Demobilization, Maintenance of Traffic, 1	1	LSUM \$14,500.00	1	LSUM \$ 14,500.00	1	LSUM \$ 14,500.00
2	Remove Concrete Sidewalk/Ramp	7750	LSUM \$ 2.85	7158	LSUM \$ 20,400.30	7158	LSUM \$ 20,400.30
3	Remove Curb & Gutter	300	SFT \$ 28.57	376	SFT \$ 10,742.32	376	SFT \$ 10,742.32
4	Install ADA Curb Ramp/Landing	2500	LFT \$ 10.00	6064	LFT \$ 60,640.00	6064	LFT \$ 60,640.00
5	Install Sidewalk	5250	SFT \$ 10.00	948	SFT \$ 9,480.00	948	SFT \$ 9,480.00
6	Install Truncated Dome Plate	106	SFT \$ 250.00	116	SFT \$ 29,000.00	116	SFT \$ 29,000.00
7	Install Concrete Curb	300	EA \$ 42.85	465	EA \$ 19,925.25	465	EA \$ 19,925.25
8	C.O.1 Colored Concrete Panel	5	LFT \$ 100.00	5	EA \$ 500.00	5	LFT \$ 500.00
9	C.O.1 Liquidated Damages	22	DAYS \$ (200.00)	22	DAYS \$ (4,400.00)	22	DAYS \$ (4,400.00)
	Adjustment to Final Quantities	1	EA \$ 3,174.37				
	<b>Total</b>				<b>\$ 161,287.87</b>		<b>\$ 160,787.87</b>
GROSS AMOUNT DUE						\$ 160,787.87	
LESS PREVIOUS PAYMENTS						\$ -	
AMOUNT DUE THIS APPLICATION						\$ 160,787.87	

**CONTRACTOR'S CERTIFICATION:**


The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of work done under the Contract referred to the above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER)

Dated Aug 25, 20 23

ENGINEER'S RECOMMENDATION:

This Application (with accompanying documentation) meets the requirements of the Contract documents and payments of the above AMOUNT DUE THIS APPLICATION is recommended. I certify that I have verified this Periodical Estimate, and that to the best of my knowledge and belief it is a true and correct statement of work performed.

Dated Aug 29, 20 23

  
 BY CONTRACTOR  
  
  
 BY ENGINEER

Rod Roberson  
Mayor

Laura Kolo  
Environmental Resources

Tory Irwin, P.E.  
Engineering Services



Public Works &  
Utilities Department

Administration, Engineering  
& Laboratory  
574.293.2572

Utility Billing  
574.264.4273

1201 S. Nappanee St.  
Elkhart, Indiana 46516

**MEMORANDUM**

**TO: BOARD OF PUBLIC WORKS**

**FROM: MAGGIE MARNOCHA, PWU ATTORNEY**

**DATE: August 29, 2023**

**RE: HIVELY OVERPASS PROJECT**

---

The Hively Overpass Project is in the acquisition phase. As property and easements are purchased, we are asking the Board to accept those deeds and easements prior to the recording of the documents.

The following temporary easements have been acquired to date:

20-06-16-278-001.000-012  
20-06-16-278-004.000-012  
20-06-16-426-014.000-012  
20-06-16-427-009.000-012  
20-06-16-276-008.000-012  
20-06-16-279-009.000-012  
20-06-16-428-006.000-012  
20-06-16-428-007.000-012  
20-06-16-428-008.000-012  
20-06-15-157-021.000-012  
20-06-15-306-017.000-012  
20-06-15-302-011.000-012  
20-06-15-306-008.000-012

The following warranty deeds have been acquired to date:

20-06-16-402-024.000-012  
20-06-16-426-001.000-012

20-06-16-426-004.000-012  
20-06-16-426-006.000-012  
20-06-16-426-001.000-012  
20-06-16-426-014.000-012  
20-06-16-427-009.000-012  
20-06-16-427-008.000-012  
20-06-16-427-026.000-012  
20-06-16-427-003.000-012  
20-06-16-427-019.000-012  
20-06-16-432-009.000-012  
20-06-16-428-005.000-012  
20-06-15-303-001.000-012  
20-06-15-158-021.000-012  
20-06-15-158-020.000-012  
20-06-15-301-008.000-012  
20-06-16-427-005.000-012  
20-06-16-433-002.000-012  
20-06-15-157-021.000-012  
20-06-15-157-023.000-012  
20-06-15-158-023.000-012  
20-06-15-306-008.000-012

**Please approve and accept and sign the attached deeds and easements.**

Rod Roberson  
Mayor

Laura Kolo  
Environmental Resources

Tory Irwin, P.E.  
Engineering Services



Public Works &  
Utilities Department

Administration, Engineering  
& Laboratory  
574.293.2572

Utility Billing  
574.264.4273

1201 S. Nappanee St.  
Elkhart, Indiana 46516

**TO: BOARD OF PUBLIC WORKS**  
**FROM: MAGGIE MARNOCHA**  
**RE: CONTRACT WITH PATRIOT RAIL**  
**DATE: AUGUST 31, 2023**

---

Attached please find the negotiated contract with Patriot Rail. The purpose of this contract is to begin the process of making the City of Elkhart a whistle-free zone. Specifically, this contract is for the renovation of the Cassopolis Street crossing.

**Please approve and sign the attached Contract with Patriot Rail.**



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

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**DATE:** August 30<sup>th</sup>, 2023  
**TO:** Board of Public Works *W*  
**FROM:** Paul Wunderlich, Utility Engineer  
**RE:** **Sunnyside Bridge Utility Coordination – Amended INDOT Agreement**

---

Attached is an amended version of the previously approved agreement with INDOT to be reimbursed for Utility relocation for the Sunnyside Bridge Utility Coordination project. This change is due to minor revisions requested by INDOT legal. There are no changes to the amount or overall outcome. INDOT will reimburse the City for the consultant design costs and INDOT will pay for the construction work. The total agreed cost for design and construction is \$1,479,600.00. Of this total, the design cost by Wessler is \$119,600.00 and the construction cost estimate is \$1,360,000. The agreement dictates that INDOT will reimburse the City of Elkhart for its design costs and INDOT will pay the contractor for the construction cost.

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

It is requested the Board of Public Works:

**approve the amended agreement between the City and INDOT for the Sunnyside Bridge Utility Coordination, in an amount of \$1,479,600.00**



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

---

**DATE:** August 29<sup>th</sup>, 2023  
**TO:** Board of Public Works  
**FROM:** Paul Wunderlich, Utility Engineer *PW*  
**RE:** **Elkhart WWTP Capacity Upgrades – Phase 2 – QA7634: Approval of Partial Payment Request #17 to Bowen Engineering Corporation**

---

Please see the attached partial pay application #17 from Bowen Engineering Corporation for construction services provided for the Elkhart WWTP Capacity Upgrades project for work performed during the period thru May 31st, 2023. This partial pay application includes a payment for recent construction activities on the project, as well as payment for retainage. It will be paid through the SRF loan for this project. The partial payment this application breaks down as follows:

Payment Due	\$1,301,070.00
Retainage Held	\$144,564.00
Additional Retainage	\$33,233.00 *
Total Amount	\$1,445,634.00

\*An additional \$33,233.00 of retainage is added to this Payment to balance a clerical error from a previous payment. This change has been approved with the SRF.

To date, including this payment and all retainage, we have paid \$15,938,354.00, or 59.13% of the \$26,956,543.49 current contract price.

It is requested that the BOW:  
**approve partial payment request #17 in the amount of \$1,445,634.00 to Bowen Engineering Corporation from the allocated SRF loan for construction on the Elkhart WWTP Capacity Upgrades – Phase 2 project.**



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

---

**DATE:** August 29<sup>th</sup>, 2023  
**TO:** Board of Public Works  
**FROM:** Paul Wunderlich, Utility Engineer  
**RE:** **Elkhart WWTP Capacity Upgrades – Phase 2 – QA7634: Approval of Partial Payment Request #18 to Bowen Engineering Corporation**

---

Please see the attached partial pay application #18 from Bowen Engineering Corporation for construction services provided for the Elkhart WWTP Capacity Upgrades project for work performed during the period thru June 30th, 2023. This partial pay application includes a payment for recent construction activities on the project, as well as payment for retainage. It will be paid through the SRF loan for this project. The partial payment this application breaks down as follows:

Payment Due	\$1,756,652.00
Retainage Held*	\$0.00
Total Amount	\$1,756,652.00

\*Note that, to date, the project's retainage amount is \$1,593,835.26. This amount is 5.9% of the Current Contract Price and, as such, this payment application does not include any additional retainage, in accordance with Article 6.02 of the project Agreement.

To date, including this payment and all retainage, we have paid \$17,728,239.00, or 65.77% of the \$26,956,543.49 current contract price.

It is requested that the BOW:

**approve partial payment request #18 in the amount of \$1,756,652.00 to Bowen Engineering Corporation from the allocated SRF loan for construction on the Elkhart WWTP Capacity Upgrades – Phase 2 project.**





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

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**DATE:** August 29<sup>th</sup>, 2023  
**TO:** Board of Public Works  
**FROM:** Paul Wunderlich, Utility Engineer *W*  
**RE:** **Oakland A Project– Easement Agreement**

---

In preparation for the current LTCP project, Oakland A Forcemain Extension, Elkhart Engineering has procured an easement on the property of Andrew and Ann Green. An additional temporary construction easement has been deemed necessary and has been signed by the resident. This easement provides the area needed for the construction related to the Oakland A Project. Construction of the project depends on the approval of this easement agreement in the amount of \$500.00.

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

It is requested the Board of Public Works:

**approve the easement agreement in the amount of \$500.00 between the City and Andrew and Ann Green.**

## TEMPORARY EASEMENT

**Grantors:** Andrew L. Green  
Ann Green  
1618 W. Indiana  
Elkhart, IN 46516

**Grantee:** City of Elkhart  
By its Board of Public Works  
229 S. Second Street  
Elkhart, IN 46516

**Affecting County PIN: 06-07-252-008-012**

THIS INDENTURE WITNESSETH that the undersigned, Andrew L. Green and Ann Green, (“Grantors”), in consideration of the sum of Five Hundred Dollars (\$500.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby sells, grants, conveys, and warrants to CITY OF ELKHART, INDIANA, (“Grantee”), and its successors and assigns, a temporary easement in order to install and construct utility facilities, related to the Oakland Avenue – Project A: CSO Forcemain, in the adjacent section of the real property owned by Grantor. The temporary easement shall be comprised of the following real estate precisely described in the legal description attached as Exhibit A-1 (“Temporary Easement”), which is made a part of this document. This Temporary Easement is subject to any public rights-of-way and other easements and encumbrances of record.

The Grantee shall have the right of access to the Temporary Easement at any time during the construction of the utility improvements.

This Temporary Easement shall expire once the construction of the utility improvements is complete and the construction has passed all inspections. The Oakland Avenue – Project A: CSO Forcemain is anticipated to be complete by the end of 2028.

The Grantee shall compensate the Grantor for any damages to the temporary easement area by the construction and installation of said utility improvements.

IN WITNESS WHEREOF, the Grantors have executed this instrument this 11 day of August 2023.

GRANTORS:

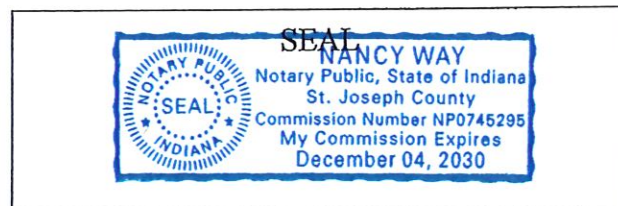
Andrew L. Green  
Andrew L. Green  
Ann Green  
Ann Green

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

Before me, Nancy Way, Notary Public in and for said County and State, on this 11 day of August, 2023, personally appeared Andrew L. Green and Ann Green in their capacity as Grantors, and acknowledged the execution of the foregoing instrument as the duly authorized act of Grantors for the purposes stated therein.

Witness my hand and Notarial Seal this 11 day of August, 2023.

Notary Public  
Resident of st. Joseph County  
Commission Number: NP0745295  
Commission Expires: 12-4-30



**ACCEPTANCE**

The Grantee hereby accepts the foregoing Easement together with all conditions and requirements stated therein.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF ELKHART, INDIANA by its  
BOARD OF PUBLIC WORKS

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

\_\_\_\_\_  
Chad Crabtree, Vice President

\_\_\_\_\_  
Jamie Arce, Member

\_\_\_\_\_  
Ronnie Davis, Member

ATTEST:

\_\_\_\_\_  
Rose Rivera, Member

\_\_\_\_\_  
Nancy A. Wilson, Secretary

STATE OF INDIANA, COUNTY OF ELKHART, SS:

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on this \_\_\_\_ day of \_\_\_\_\_, 2023.

My Commission Expires:

\_\_\_\_\_  
Nancy A. Wilson, Notary Public  
Resident of Elkhart County, Indiana

\_\_\_\_\_  
This instrument was prepared by Margaret M. Marnocha, #23249-71, 1201 S. Nappanee St., Elkhart, IN 46616. I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Margaret M. Marnocha.

## EXHIBIT A - 1

### TEMPORARY CONSTRUCTION EASEMENT

A 4-FOOT-WIDE EASEMENT LOCATED WITHIN THAT TRACT OF LAND CONVEYED TO THE ANDREW L. GREEN AND ANN GREEN AS DESCRIBED IN INSTRUMENT NUMBER 2021-34269 - PARCEL 1, SAID EASEMENT BEING A PART OF THE NORTHEAST QUARTER SECTION 7, TOWNSHIP 37 NORTH, RANGE 5 EAST, CONCORD TOWNSHIP, ELKHART COUNTY, INDIANA, AS DEPICTED ON THE ATTACHED PARCEL PLAT MARKED EXHIBIT B, AND DESCRIBED AS FOLLOWS:

THE EASTERLY FOUR (4) FEET OF THE WESTERLY FORTY (40) FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION SEVEN (7), TOWNSHIP THIRTY-SEVEN (37) NORTH, RANGE FIVE (5) EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF INDIANA AVENUE, SEVENTY-SEVEN (77) RODS AND TEN (10) FEET WEST FROM THE WEST LINE OF THOMAS STREET; THENCE WEST ON THE NORTH LINE OF INDIANA AVENUE FIFTY (50) FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING WEST ON THE NORTH LINE OF SAID INDIANA AVENUE FIFTY (50) FEET; THENCE IN A NORTHERLY DIRECTION AT RIGHT ANGLES TO THE NORTH LINE OF SAID INDIANA AVENUE TO THE ST. JOSEPH RIVER; THENCE EASTERLY ALONG THE MEANDERINGS OF THE ST. JOSEPH RIVER TO A POINT OPPOSITE THE PLACE OF BEGINNING; THENCE ON A LINE AT RIGHT ANGLES TO INDIANA AVENUE SOUTHERLY TO THE PLACE OF BEGINNING, EXCEPTING THAT PART OF THE SAME DEEDED TO ST. JOSEPH AND ELKHART POWER COMPANY FOR OVERFLOW.

EASEMENT AREA CONTAINING 474 SQUARE FEET (0.011 ACRES) MORE OR LESS AND SUBJECT TO ALL COVENANTS, RIGHTS-OF-WAY, AND EASEMENTS OF RECORD.

REFERENCE DOCUMENTS: INSTRUMENT NUMBER 2021-34269

THIS DOCUMENT WAS PREPARED BY MICHAEL J ROZYCKI, INDIANA REGISTERED LAND SURVEYOR, LICENSE NUMBER 20500010.

JOB NO.: 22-0409

St. Joseph River

Permanent Utility  
Easement Area  
4232± SQ. FT.  
0.097± ACRES

Temporary Construction  
Easement Area  
474± SQ. FT.  
0.011± ACRES

Donald D. & Sallie L. Williams  
Instr. #60-010270

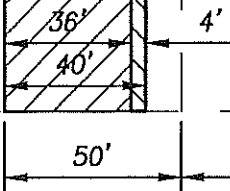
Andrew L. & Ann Green  
Instr. #2021-34269

Andrew L. & Ann Green  
Instr. #2021-34269

Andrew L. & Ann L. Green  
Instr. #2000-20339

Andrew L. Green  
Instr. #97-003970

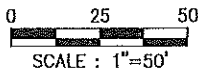
Damon M. Null  
Instr. #2008-21798



77 Rods and 10' to West Line of Thomas Street

INDIANA AVENUE (66' R/W)

FRANKLIN STREET



**ABONMARCHE**

315 West Jefferson Blvd.  
South Bend, IN. 46601  
T 574.232.8700  
F 574.251.4440  
abonmarche.com

Battle Creek  
Benion Harbor  
Valparaiso  
South Haven

Goshen  
Hobart  
Lafayette  
South Bend

COPYRIGHT 2022 - ABONMARCHE CONSULTANTS, P.C. Engineering - Architects - Land Surveying

DATE: 12/06/2022 ACI JOB #: 22-0409.108 SHT: 1 of 1  
REV: 02/21/2023 / 08/03/2023



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

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**DATE:** August 29th, 2023  
**TO:** Board of Public Works  
**FROM:** Paul Wunderlich, Utility Engineer *PW*  
**RE:** **Elkhart WWTP Capacity Upgrades – Phase 2 – QA7634: Approval of Partial Payment Request #58 to Donohue & Associates, Inc.**

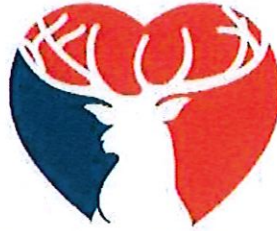
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Please see the attached invoice #58 from Donohue & Associates, Inc. for professional services provided for the Elkhart WWTP Capacity Upgrades – Phase 2 project for work performed through July 22nd, 2023. The invoice totals \$75,103.00 and has been rounded as required by SRF.

To date, including this payment, we have paid \$3,300,409.00 or 85.45% of the contract.

It is requested that the BOW:

**approve partial payment request #58 in the amount of \$75,103.00 to Donohue & Associates, Inc. from the allocated SRF loan for professional services on the Elkhart WWTP Capacity Upgrades – Phase 2 project.**




City of Elkhart  
*Public Works and Utilities*

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

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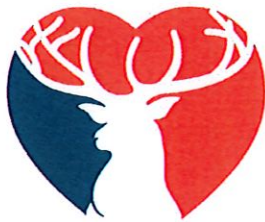
**DATE:** September 5, 2023  
**TO:** Board of Public Works  
**FROM:** Joe Foy, Stormwater Manager   
**RE:** Quote for the Elkhart Environmental Center Pervious Paver Installation Project (Quote #23-08)

---

Engineering has requested quotes (#23-08) from area contractors to remove deteriorating pervious concrete and install precast pervious pavers along the edge of the parking lot at the Elkhart Environmental Center. This project will be paid for from budget line 6501-5-931-7360000.

The project will be awarded to \_\_\_\_\_ for providing the lowest quote in the amount of \$\_\_\_\_\_.





City of Elkhart  
*Public Works and Utilities*

Date Aug 25, 2023  
Memo To Board of Public Works  
Memo From Laura Kolo, Utility Services Manager *lk*  
Subject Wastewater Utility Monthly Report of Operations  
for the month of July, 2023

**Wastewater MRO Highlights**

Parameter	Monthly Avg	Permit Limit
Suspended Solids mg/L	4	30
cBOD5 mg/L	2	25
Phosphorus mg/L	0.75	1.0
Ammonia mg/L	0.48	4.4 (Dec-Apr) 4.2 (May-Nov)
Avg Daily Flow MGD	14.03	Design - 20
Total Monthly Flow MGD	435	Report

**Incident Reports Filed**

Date	Location	Volume (gal)	Cause
07/14/23	528 Maple Row	unknown	Grease
07/18/23	MH 197-13 and -5	<10 gal	Grease
07/26/23	21 locations	various	Heavy rain
07/26/23	4 locations	various	Heavy rain
07/29/23	2 locations	various	Heavy rain

**Wet Weather Overflows**

Number of Events	Total Overflow Volume (MG)
10	36.23 MG

Permit Violation - Final Effluent pH not taken / recorded on 7/17/23

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

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**DATE:** 8/30/2023  
**TO:** Board of Public Works  
**FROM:** Daragh Deegan, Water Quality Manager  
**RE:** **Appropriation – Local Limits Sample Analysis**

---

At the last board meeting, the board approved a contract for a Local Limits Study. To compliment this study, the pretreatment program will be sampling several points within the wastewater collections system and samples were be analyzed for 16 pollutants of concern (POCs). We are requesting an additional appropriation for \$14,900 to cover outside lab expenses for some of the POCs.

The following is requested from the Board of Public Works:

**Approve an appropriation request in the amount of \$14,900 to line 6201-5-812-7600000 for laboratory analysis needed for the local limits study.**



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

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Date August 30, 2023  
To Board of Public Works  
From Bryan Cress, Regulatory Compliance Manager *BCC*  
RE Powered Industrial Truck (Forklift) Operator Class & Noise Dosimetry

---

**Public Works and Utilities respectfully requests that the Board of Public Works approve the attached quote for professional services from Industrial Safety and Environmental Services for Powered Industrial Truck (Forklift) Operator Class & Noise Dosimetry.**

The training and testing are required under Occupational Safety and Health Administration safety standards. Funds for this professional service have already been appropriated in safety budgets. The services have a total cost of \$4,930.

Please feel free to contact me with any questions.



*“We put you in compliance”*

30367 Old US 33, Elkhart IN 46516 • Phone (574) 674-8357 • Fax (574) 674-6166 • [www.GoISES.com](http://www.GoISES.com)

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Bryan Cress  
Regulatory Compliance Manager  
City of Elkhart Public Works & Utilities  
1201 S. Nappanee Street  
Elkhart, IN 46516

August 30, 2023

**Re: Powered Industrial Truck (Forklift) Operator Class & Noise Dosimetry**

Dear Mr. Cress:

On behalf of Industrial Safety & Environmental Services, LLC. (ISES), I would like to thank you for the opportunity to provide the City of Elkhart Public Works & Utilities with this cost consideration for ISES to conduct a Powered Industrial Truck (PIT) Operator Training and a noise dosimetry study. ISES agrees to perform the following Scope of Work:

**1. Scope of Work**

ISES will complete one (1) Forklift Operator Training course for up to ten (10) City of Elkhart Public Works & Utilities team members at the Public Works & Utilities office located in Elkhart, Indiana. There will be approximately 7 team members in the class. The training will consist of a classroom portion teaching the OSHA requirements on the safe operation and hands-on instruction to demonstrate safe operation of each type of PIT and evaluation of operators driving performance.

ISES will be collecting 5 noise dosimeter samples for the City of Elkhart Public Works Department. The purpose of this study is to determine occupational noise exposure from individuals performing routine tasks through the workday as compared to the OSHA Permissible Exposure and Hearing Conservation Limits.

**2. Project Deliverables**

ISES will provide the classroom and hands-on training for all class attendees. Class attendees will receive a wallet card and training certificate for the PIT class. A detailed noise dosimetry report will be provided for those team members that participated in the noise study.

**3. Project Cost**

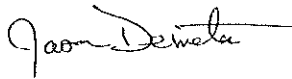
ISES will complete the services outlined in the above Scope of Work for a total cost of **\$4,930.00**. Individually, the forklift training is \$1,080.00 and the noise dosimetry study is \$3,850.00. This cost will be treated as a “not to exceed” budget which will only be

amended with prior authorization from City of Elkhart Public Works & Utilities. ISES invoicing terms are Net 10 Days and invoices are considered delinquent after 30 days.

**Pricing.** The pricing set forth in this quotation shall be fixed for 30 days from the issuance date and may be modified by ISES in its sole discretion following such 30-day period.

We trust this proposal meets with your approval. Should you have any questions, please contact our office at your earliest convenience to discuss scheduling arrangements, or modifications which you may wish to consider. Receipt of a signed copy of this proposal constitutes our Notice to Proceed.

Respectfully submitted,



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Jason Demeter, CSP, CIH  
VP, Health & Safety Services  
ISES, LLC

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Board of Public Works

Date:



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

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**DATE:** August 28th, 2023  
**TO:** Board of Public Works  
**FROM:** Bryan Cress, Regulatory Compliance Manager *BC*  
**RE:** **Permission to Advertise Service Line Investigation Project  
- Bid #23-15**

---

**The Department of Public Work & Utilities requests permission to advertise the Water Service Line Investigation Project.** This project will utilize a forgivable loan from the Indiana Finance Authority (IFA). IFA has approved the project, but receiving bids is one step in finalizing funding. The approved funding is for up to \$400,000.

The project will consist of contractors utilizing vacuum excavation at residential curb-stop valves with unknown service line materials to determine the water service line material on both sides of the curb-stop valve. A list of addresses to investigate will be available to bidders. Investigations will focus on an historic portion of the City of Elkhart. Bidders will be instructed to provide the maximum number of addresses from the list that they can investigate for a total price not to exceed \$400,000.

Please feel free to contact me with any questions.



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

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**DATE:** 8/29/2023  
**TO:** Board of Public Works  
**FROM:** Codie Tanguma, Utility Accountant  
**RE:** **Update to the 2023 Monthly Transfer Schedule**

---

The Utility Accountant, Codie Tanguma, at Elkhart Public Works has prepared an updated Monthly Transfer Schedule for the Water, Wastewater, and Storm Water utility funds, and is presenting to the Board of Public Works for review and approval. The Monthly Transfer Schedule is to show the proposed transfer amounts from the revenue funds to their respective operating / capital funds. The reason for updating the schedule is due to appropriations, changes in carryover from prior year, and a change in beginning cash balance for the Water Operating Fund.

The Utility Accountant wants to present the updated Monthly Transfer Schedule and request approval for the schedule.

**City of Elkhart  
Monthly Transfers  
FY 2023**

**6106 Water Revenue**

6101-5-731-6750000

Month	Pilot				Admin Fees	
	Transfer-Out To 6101	Transfer-Out To 6103	Transfer-Out To 6105	Transfer-Out To 6108	Transfer-Out To 1101 from 6101	Transfer-Out To 1101 from 6101
Jan	450,000	-	-	-	-	146,000.00
Feb	450,000	-	-	-	-	
Mar	450,000	-	-	-	-	
Apr	450,000	-	-	-	-	
May	450,000	-	-	-	-	
Jun	450,000	-	-	-	-	
Jul	450,000	-	-	-	-	
Aug	720,000	-	5,000	-	-	
Sep	720,000	-	5,000	-	-	
Oct	720,000	-	5,000	-	-	
Nov	720,000	-	5,000	-	-	
Dec	720,000	-	5,000	-	-	
<b>Annual Total</b>	<b>6,750,000</b>	<b>-</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>146,000</b>

Amended Aug thru Dec Period Total				
	3,600,000	-	25,000	-
08/28/2023 Bal	150,588	1,868,393	687,899	1,135,925
2022 Encumbered	(289,051)	(673,302)	(71,443)	-
2023 Budget	(3,433,542)	(522,243)	(635,000)	(530,100)
12/31/23 est Bal	27,995	672,848	6,456	605,825

Water Revenue Fund 6106		As of
		8/28/23
2,219,631.87	Current Balance	
2,505,600.00	Estimated 2023 Revenue	
<b>(3,625,000.00)</b>	Remaining 2023 Transfers	
<b>1,100,231.87</b>		

**6206 Wastewater Revenue**

Month	Bond and Interest				Bond Reserve		Pilot	Admin Fees
	Transfer-Out To 6201	Transfer-Out To 6203	Transfer-Out To 6204	Transfer-Out To 6207	Transfer-Out To 6202	Transfer-Out To 6208	Transfer-Out To 1101	Transfer-Out To 1101
Jan	625,000	200,000	-	18,000	280,277	18,852	-	182,500.00
Feb	625,000	200,000	-	18,000	280,277	18,852	-	
Mar	625,000	200,000	-	18,000	280,277	18,852	-	
Apr	625,000	200,000	-	18,000	279,950	18,852	-	
May	625,000	200,000	-	18,000	316,694	39,609	-	
Jun	625,000	200,000	-	18,000	316,694	39,609	-	
Jul	625,000	200,000	-	18,000	316,694	39,609	-	
Aug	625,000	200,000	-	18,000	316,694	39,609	-	
Sep	625,000	200,000	-	18,000	316,694	39,609	-	
Oct	625,000	200,000	-	18,000	316,694	39,609	-	
Nov	625,000	200,000	-	18,000	316,242	39,609	-	
Dec	625,000	200,000	-	18,000	316,242	39,609	-	
<b>Annual Total</b>	<b>7,500,000</b>	<b>2,400,000</b>	<b>-</b>	<b>216,000</b>	<b>3,653,469</b>	<b>392,280</b>	<b>-</b>	<b>182,500</b>

Amended Aug thru Dec Period Total				
	3,125,000	1,000,000	-	90,000
08/28/2023 Bal	2,233,499	5,421,737	940,479	61,630
2022 Encumbered	(314,746)	(1,079,361)	-	92,000
2023 Budget	(3,626,894)	(4,325,600)	(365,000)	(125,000)
12/31/23 est Bal	1,416,859	1,016,776	575,479	118,630

Collect

Wastewater Revenue Fund 6206		As of
		8/28/2023
\$ 3,196,658.01	Current Balance	
\$ 4,845,971.33	Estimated 2023 Revenue	
<b>\$ (5,995,611.00)</b>	Remaining 2023 Transfers	
<b>\$ 2,047,018.34</b>		

**6501 Stormwater Revenue**

Month	Admin Fees	
	To 6501	Transfer-Out To 6504
Jan		36,500.00
Feb		-
Mar		-
Apr		-
May		-
Jun		-
Jul	300,000	-
Aug		-
Sep		-
Oct		-
Nov		-
Dec		-
<b>Annual Total</b>	<b>300,000</b>	<b>-</b>

08/28/2023 Bal	1,093,024	1,145,370
2022 Encumbered	(31,480)	530,358
2023 Budget	222,962	-
12/31/23 est Bal	1,584,506	1,675,728





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

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Date August 28, 2023  
To Mike Machlan, Board of Works President  
From Steve Brown, Pretreatment Manager  
RE Conn Selmer South – Permit # 85-08 s3

Conn Selmer South located at 1000 Industrial Parkway, conducted their required self-monitoring on March 14, 2023.

The self-monitoring report (SMR) was due to be deliver to Public Works Pretreatment Staff by April 25, 2023.

Pretreatment Staff did not receive the SMR until July 20, 2023, 86 days past the due date, resulting in Significant Non-Compliance.

Per the City of Elkhart Enforcement Response Plan, Penalty Matrix, 9.3.5 Failure to submit self-monitoring report, resulting in Significant Non-Compliance (SNC), recommended penalty \$100.

**Please find Conn Selmer South in violation of its permit and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$100 to Conn Selmer South- Permit # 85-08 is recommended.**

**This memo has previously been reviewed by legal.**



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

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Date August 28, 2023  
To Mike Machlan, Board of Works President  
From Steve Brown, Pretreatment Manager  
RE Conn Selmer North – Permit # 85-06.sj

Public Works Pretreatment Staff received Conn Selmer North's self-monitoring report (SMR) on July 20, 2023.

The Total Toxic Organic (TTO) parameter had not been submitted as prescribed in Conn Selmer North's Industrial Wastewater Discharge Permit, resulting in Significant Non-Compliance (SNC).

Per the City of Elkhart Enforcement Response Plan, Penalty Matrix, 9.3.2 Failure to conduct required self-monitoring (per parameter), resulting in Significant Non-Compliance (SNC), recommended penalty \$100.

**Please find Conn Selmer North in violation of its permit and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$100 to Conn Selmer North- Permit # 85-06 is recommended.**

This memo has previously been reviewed by legal.



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

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Date July 29, 2023  
To Mike Machlan, Board of Works President  
From Steve Brown, Pretreatment Manager  
RE McDowell Enterprises – Permit # 85-01 <sub>33</sub>

McDowell Enterprises submitted their self-monitoring report, (SMR), for the month of May 2023 to Public Works on June 28, 2023. In this SMR there are exceedances for **nickel daily max**, and **monthly average**, also for **zinc daily max** and **monthly average**.

McDowell's categorical limits for nickel at the sample port riser pipe location is daily max limit of 3.98 mg/L, and a monthly average limit of 2.38 mg/L.

McDowell's categorical limits for zinc at the sample port riser pipe location is daily max limit of 2.61 mg/L, and a monthly average limit of 1.48 mg/L.

The SMR results for nickel for the month of May 2023 is 5.3 mg/L, and the SMR result for zinc for the month of May 2023 is 26.3 mg/L. The four infractions are the exceedances for nickel, and zinc daily max and monthly averages.

Per the City of Elkhart Enforcement Response Plan, Penalty Matrix, 9.1.1 Discharging wastewater containing metals in excess of established limits per parameter when no damage, recommended penalty \$400.

**Please find McDowell Enterprises in violation of its Industrial Wastewater Discharge Permit and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$400 to McDowell Enterprises - Permit # 85-01 is recommended.**

This memo has previously been reviewed by legal.



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

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Date July 25, 2023  
To Mike Machlan, Board of Works President  
From Steve Brown, Pretreatment Manager  
RE Huntington Alloys – Permit # 86-07<sub>58</sub>

Pretreatment Staff conducted a routine sampling event for Huntington Alloys located at 2900 Higgins Blvd. on June 14-15, 2023. The end of pipe sampling location resulted in a nickel exceedance.

The end of pipe Local limit for nickel is 4.1 mg/L.

The analytical result from this 24 - hour composite sample for nickel collected on June 14-15, 2023 is 4.2 mg/L.

Per the City of Elkhart Enforcement Response Plan, Penalty Matrix, 9.1.11 Discharging wastewater containing parameters in excess of established limits per parameter when no damage, recommended penalty \$100.

**Please find Huntington Alloys in violation of the Sewer Use Ordinance 5799 and assign penalties. Per the City of Elkhart Enforcement Response Plan, a total penalty of \$100 to Huntington Alloys - Permit # 86-07 is recommended.**

This memo has previously been reviewed by legal.



## Memo

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**To:** Board of Works  
**From:** Timothy D. Reecer; Interim Director *TR*  
**Date:** August 31, 2023  
**Re:** Approval of Agreement between the City of Elkhart and Indiana Rail Foundation, Inc.

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The National New York Central Railroad Museum seeks approval of the Asset Transfer Agreement between the City of Elkhart and Indiana Rail Foundation, Inc. for the transfer of specific museum assets as outlined in the agreement. In exchange for the assets, the Museum will receive both cash and in-kind contributions that will benefit the Museum in their efforts and future endeavors.

**It is requested that the Board of Public Works approve the Agreement with Indiana Rail Foundation, Inc. for the transfer of museum assets.**

## ASSET TRANSFER AGREEMENT

This Asset Transfer Agreement (this "Agreement") is made between the **City of Elkhart**, a legal Indiana municipality (the "City"), and Indiana Rail Foundation, Inc., an Indiana corporation (the "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

### RECITALS

WHEREAS, Contractor desires to acquire certain assets maintained by City, and City is willing to deaccess such assets to Contractor, on the terms and conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Definitions. As used herein, the following terms shall have the following meanings:

A. **Assets.** The term "Assets" shall mean **New York Central steam locomotive No. 3001 and tender; and No. 3042, an auxiliary water tender.**

B. **Abandonment.** The term abandonment shall mean that the Contractor's company has dissolved or that the Asset is left unattended for a period of four years.

1. Transfer of Assets. Subject to the terms and conditions of this Agreement, at the Closing referred to herein, City agrees to transfer and assign and Contractor agrees to accept on the terms stated herein, all of City's right, title, and interest in and to the Assets, including, without limitation, the following:

1.1. Additional Property. All of the property relating to the Assets shall be transferred to the Contractor, including the following:

(a). Locomotive Materials and Components. The City shall provide all apparatus, materials, components, parts, gauges, and tools from 3001 that may be in storage or on display. Contractor agrees to not request these items until it supplies appropriate alternatives (i.e. signage, display boards, informational material) or comparable replacements. Understanding that some material may be currently used in museum exhibits, displays, or storage, Contractor agrees to provide the City with 90 days notice of the need to remove these materials.

2. Additional Provisions.

2.1. Abandonment Clause. City and Contractor agree that the Museum of the American Railroad, a Texas non-profit organization, was chiefly responsible for the

original preservation of New York Central Steam Locomotive No. 3001 and its relocation to Elkhart, Indiana. In recognition of historical agreements regarding the disposition of the Asset, the Contractor and City agree that should the Asset be abandoned and the Contractor's entity is dissolved, the Museum of the American Railroad will have the right to reclaim, at its own expense, New York Central Steam Locomotive No. 3001.

2.2 Assignment of Contracts. City agrees to assign or cause to be assigned to Contractor, as of the Closing, all of the rights of Asset under the Contracts that are assignable to any third party, provided any assignment includes an abandonment definition and an abandonment clause in favor of the Museum of the American Railroad, similar to those found in this contract. Contractor shall assume, as of the Closing, all obligations of City thereunder which arise before, at or after Closing. Contractor may assign or cause to assign all rights of the Asset under the Contract to any third party. Through the course of inspection, preparation, removal, or restoration, and operation of Asset, if such is deemed feasible, Contractor reserves the right to transfer Asset to a separate holding company or non-profit entity dedicated solely to maintaining, restoring, and operating the Asset in order to carry out its obligations.

2.3 Access, Right of Entry, and Removal. City will permit Contractor and third-parties retained by Contractor to enter and access Asset on the grounds, property, and facilities of 721 S Main St, Elkhart, IN 46516. City will provide to Contractor a gate key for ease of access and Contractor will notify City of its arrival/departure from City property. Contractor agrees to provide City 24 hours notice of entrance to the property.

- (a) Contractor shall provide a plan for removal within 160 days of Closing Date.
- (b)
- (c) Contractor agrees to remove Asset from the property within four years of Closing Date.
- (d) Contractor is solely responsible for coordinating the relocation and removal of Asset with railroad and/or moving companies and contractors.
- (e) Contractor will be responsible for any track work needed to facilitate the removal of Asset by rail.
- (f) Prior to obtaining a key, Contractor will provide the City with a certificate of insurance, naming the City of Elkhart, Indiana 229 S. Second Street, Elkhart, Indiana 46516 as an additional insured in the amount of one (1) million per claim and three (3) million aggregate for general liability, including personal injury, and for property insurance.
- (g) City shall not be liable to Contractor or third parties retained by Contractor, their agents, servants, employees, contractors, customers or invitees for any damage to person or property caused by any act, omission, or neglect, of City. Contractor agrees to indemnify, defend, and hold harmless City of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (including but not limited to court costs, reasonable attorney's fees and litigation expenses) in connection with injury to or death of any person or damage to or theft, loss or loss of the use of any property occurring in or about the premises arising from Contractor's or its agent's access to the property, or the conduct of their activities in or about the

premises, or from any act or omission or willful misconduct of contractor or its persons, agents, employees, contractors, assigns, guests, or invitees arising out of contractor's access to the 721 S. Main Street, Elkhart, Indiana.

2.5. Liabilities Assumed by Contractor. Contractor shall, effective as of the Closing and without any further responsibility or liability of or recourse to City, or its directors, shareholders, officers, partners, employees, agents, consultants, representatives, successors, transferees or assignees, absolutely and irrevocably assume and shall be liable and responsible for the claims, liabilities, and obligations of City.

2.6. City Representations and Disclaimer of Warranties. Contractor agrees it is hereby removing and Asset "AS IS" and "WHERE IS" and "WITH ALL FAULTS" and City make no warranties of any kind, express or implied, regarding the Goods, their quality and/or condition, title, marketability, or otherwise with respect to the Assets, whether or not disclosed to Contractor, and whether or not occurring or arising prior to, at or after Closing.

2.7. Taxes. Contractor shall pay or cause to be paid all sales, use, registration, and other tax liabilities, if any, resulting from the Transaction and/or removal of the Goods, and Contractor shall indemnify and hold harmless City therefrom.

3. Consideration. In accordance with the provisions of this Agreement, the Consideration submitted to City by Contractor for the Assets is as follows:

- a) **Strategic Plan Development.** Contractor will consult and retain qualified rail preservation, marketing, and grantwriting firms, such as Fort Wayne Railroad Historical Society, FMW Solutions, New York Central System Historical Society, their representatives, and others, to develop a strategic plan which envisions the Museum as an event and program-driven community destination and facilitates community outreach and input for the plan. In addition, creation of this strategic plan will drive the creation of a new and permanent informational, educational, and promotional website for the National New York Central Railroad Museum. The City will be responsible for hosting costs and related internet services to support this website and the hosting and publication of the strategic plan. This plan and website will be due within 12 months of Closing Date. ***The value of this consideration is \$55,000.***
- b) **Equipment Deaccession Plan.** Working with qualified rail preservation, marketing, and grantwriting firms and the Museum, Contractor will assess which equipment is most historically relevant and significant to Elkhart and the Museum and make recommendations on which equipment should remain in the Museum's collection and for what purpose in order to reduce the Museum's burden of maintaining and preserving equipment stored outdoors, some of which may not have long term strategic or educational value in its current state or condition. In addition, Contractor will create a de-accession plan for superfluous equipment and establish avenues by



which equipment may be made available for acquisition by qualified entities within the general railroad preservation community or the Contractor itself. Contractor will assist with removal and disposal of identified equipment by identifying qualified and reputable firms, organizations, entities, or individuals capable of responsibly moving, relocating, preserving, and/or disposing of surplus equipment, rolling stock, and misc. items, including parts or scrap items at their own cost. City agrees to permit Contractor or the Fort Wayne Railroad Historical Society first right of refusal for any equipment deemed surplus. This deaccession plan will be due within 9 months of Closing Date. ***The value of this consideration is \$15,000.***

- c) **Museum Contribution of \$20,000.** Contractor will facilitate a cash contribution to the National New York Central Museum to be used exclusively for planning, equipment stabilization, and facility improvements as well as other items detailed in the Strategic Plan. This contribution will be made upon delivery of the Strategic Development Plan or at an earlier date as determined by the Contractor. ***The actual value of this consideration is \$20,000.***
  
- d) **City and Museum Recognition.** Contractor will commit that the City of Elkhart and National New York Central Railroad Museum receive fair and adequate coverage, inclusion, marketing, and connection to Asset in perpetuity; and that the City of Elkhart and National New York Central Museum will be promoted in digital and traditional media content and publications related to the City through the course of the inspection, preservation, and any eventual removal, overhaul, restoration, or operation of the Asset if Contractor deems that such restoration is feasible. While Contractor cannot guarantee that Asset will operate in or through the City of Elkhart upon completion of a successful mechanical restoration, Contractor commits to making every good faith effort to negotiate, secure, and execute the operation, exhibition, staging, visitation, and/or stop-over of Asset in City at a time to be determined by the connecting railroads. Contractor affirms both it and its vendors, contractors, partners, and supporters have the relationships, history, and resources to encourage this consideration, but City understands that the viability of this is entirely contingent on the support of connecting railroads. ***The actual value of this consideration is \$350,000.***

### 3. Closing.

**3.1 Date of Closing.** The Closing shall take place no more than thirty (30) days following the date last of the last signatory to this Agreement signs, at such place, date and time as the parties may agree in writing, unless a later date is mutually designated by City and Contractor.

**3.2 Documents to be Delivered by City.** At or prior to the Closing, City shall deliver, or cause to be delivered, documents of transfer, bills of sale, certificates of title, or other

instruments of transfer, dated the Closing Date, transferring to Contractor title to the Assets. If no title is available, City will provide Contractor with a Quit Claim deed.

#### 4. Conduct of the City Pending Closing.

- a) Between the date hereof and the Closing Date, City shall continue to use the Assets in the ordinary course and in a manner reasonably consistent with its present operating plan.
- b) City will not take any action, (i) the result of which will be to create a Material Adverse Effect on the value of the Assets, or (ii) which is both not reasonably consistent with its normal operating plan and not in the ordinary course of business.

#### 5. Representations of City. City represents to Contractor that:

5.1 Organization, Standing and Authority. City is a municipal corporation organized, existing, and in good standing under the laws of Indiana and has the full corporate power and authority to enter into and to perform this Agreement.

5.2 Authorization of Agreement; Authority. The performance of this Agreement by City is subject to the approval of the Elkhart Board of Public Works, which the City will seek in good faith. Upon approval by the Board of Public Works, this Agreement will constitute the valid and binding obligation of City, enforceable in accordance with its terms, except to the extent enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding inequity or at law). Upon approval, the execution, delivery, and performance of this Agreement by City will not (a) violate or conflict with the City's power and authority; (b) constitute a violation of any law, regulation, order, writ, judgment, injunction or decree applicable to City; or (c) subject to the receipt of appropriate consents as specified in this Agreement as of the Closing Date, conflict with, or result in the breach of the provisions of, or constitute a default under, any agreement, license, permit or other instrument to which City is a party or is bound or by which the Assets are bound.

#### 6. Representations of Contractor. Contractor represents to City as follows:

6.1 Contractor's Organization. Contractor is a corporation organized, existing, and in good standing under the laws of Indiana, and has the full corporate power and authority to enter into and to perform this Agreement.

6.2 Authorization of Agreement. The execution, delivery, and performance of this Agreement by the Contractor have been duly authorized by all necessary corporate action of the Contractor, and this Agreement constitutes the valid and binding obligation of Contractor enforceable against it in accordance with its terms, except to the extent

enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

6.3. The City of Elkhart represents that the City acquired possession and ultimately ownership of the Mohawk and Tender under a 100-year lease agreement dated December 20, 1988, between the Lakeshore Railroad Historical Foundation, Inc. and the National New York Central Railroad Museum, a department of the City of Elkhart. The City further acknowledges that the lease agreement includes the following provision:

*In the event Lakeshore dissolves or ceases to function as an active corporation, full ownership of the Mohawk and Tender, and the rolling stock referred to in paragraph 8 shall vest in Museum. In such event, Museum shall take title to the Mohawk and Tender subject to the first option granted to Southwest Railroad Historical Society as contained in paragraph 7 of their agreement with Lakeshore dated June 14, 1983.*

6.4 The City represents that Lakeshore Railroad Historical Foundation, Inc. was administratively dissolved by the State of Indiana on or about September 9, 2017.

6.5 The City will prior to Closing, forthwith pursue additional assurances that the City's claim of title to the Mohawk is free and clear of any claim by Lakeshore; and the parties agree that the execution of a quit claim deed, instrument of release, or action to quiet title. Notwithstanding, such representations, if, prior to Closing, the City is unable to secure title, free and clear of any claim by Lakeshore Railroad Historical Foundation Inc. in the Mohawk and Tender, then, at the option of either party to this Asset Transfer Agreement, shall terminate. Upon termination under this provision, both parties are released of all obligations under this Agreement, and neither party will have any recourse against the other, for any claim arising from this Agreement.

6.6 The City represents that neither, the City of Elkhart nor Southwest Railroad Historical Society (now known as Museum of the American Railroad, Inc.) has been able to locate a copy of the above-referenced agreement between Southwest and Lakeshore, dated June 14, 1983. As such, the parties acknowledge an undefined "first option granted to Southwest Railroad Historical Society" which may, or may not, encumber title to the Mohawk and Tender. The parties agree to pursue in good faith such consents, releases, disclaimers, or other agreements with or by Southwest Railroad Historical Society, which are acceptable to Contractor. However, if the parties are unable to secure such assurances which are acceptable to Contractor, then, Contractor may terminate this Asset Transfer Agreement. If Contractor elects to terminate this Agreement under this provision, both parties are released of all obligations under this Agreement, and neither party will have any recourse against the other, for any claim arising from this Agreement. However, if Contractor elects to close the transaction, without such assurances from Southwest, then the title to the Mohawk and Tender shall pass subject to the claims of Southwest, if any.

## 7. Further Agreements of the Parties.

7.2 Notice of Changes and Events. Each party shall promptly notify the other party in writing, and furnish to such party any information that such party may reasonably request, with respect to the occurrence of any event or the existence of any state of facts that would (i) result in the party's representations and warranties not being true if they were made at any time prior to or as of the Closing Date, or (ii) impair the party's ability to perform its obligations under this Agreement.

7.3 Expenses. Except as otherwise specifically provided in this Agreement, Contractor and City shall bear their own respective expenses incurred in connection with this Agreement and in connection with all obligations required to be performed by each of them under this Agreement.

7.4 Publicity. Contractor and City shall consult with each other before issuing any public announcement or press release concerning the transactions contemplated by this Agreement. If Contractor or City is so required to make a public announcement or issue a press release such party shall use its best efforts to inform the other party hereto prior to making or issuing it. City shall be recognized in perpetuity for its role in the preservation of Assets.

7.5 Termination. This Agreement shall be terminated at any time prior to the Closing: (a) by a mutual written agreement executed by City and Contractor.

## 8. Default; Remedies; Arbitration.

8.1 Default; Remedies. Time is of the essence of this Agreement. If either party fails or refuses to carry out this Agreement according to its terms, the other party shall be entitled to the remedies set forth below.

## 9. Related Matters.

9.1 Entire Agreement. This Agreement contains, and is intended as, a complete statement of all of the terms of the arrangements between the parties with respect to the matters provided for, supersedes any previous agreements and understandings between the parties with respect to those matters, and cannot be changed or terminated orally.

9.2 Governing Law. City and Contractor each hereby consent to personal jurisdiction in any action brought with respect to this Agreement and the transactions contemplated hereunder in Indiana and to the arbitration described in Section 8 of this Agreement shall be governed by and construed in accordance with the law of the State of Indiana.

9.3 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered personally or mailed by registered mail, return receipt requested, to the parties at the following addresses (or to such address as a party may have specified by notice given to the other party pursuant to this provision):

If to Contractor to:

Attn: Kelly Lynch  
PO Box 94  
Spencerville, Indiana  
46788  
lynch@fwrhs.org

If to City, to:

Office of the Mayor  
City of Elkhart  
229 S. Second Street  
Elkhart, IN 46516

Copy to:

Office of Corporation Counsel  
City of Elkhart  
229 S. Second Street  
Elkhart, IN 46516

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement of Substitution effective as of the date first above written.

**City:**  
City of Elkhart

**Contractor:**  
Indiana Rail Foundation, Inc.

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Name:  
Title:

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Name: Kelly Lynch  
Title: CEO, Indiana Rail Foundation

*Department of Law*

John M. Espar  
*Corporation Counsel*

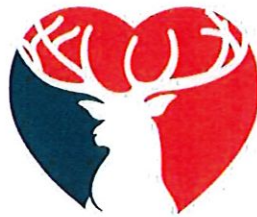
Rose Rivera  
*City Attorney*

Kevin Davis  
*Deputy City Attorney*

Maggie Marnocha  
*Assistant City Attorney*

Gina Garrison  
*Paralegal*

Maria Leon  
*Paralegal*



City of Elkhart

*City with a Heart*

Rod Roberson  
*Mayor*

*City Hall*

229 S. Second St.  
Elkhart, Indiana 46516

Fax: 574.522.6794

Tel: 574.294.5471 Ext. 1057

[www.elkhartindiana.org](http://www.elkhartindiana.org)

August 31, 2023

**To:** Board of Public Works

**From:** Rose M. Rivera, City Attorney

**Re:** Agreement Between the City of Elkhart and the Elkhart Municipal Band for Transportation of Certain Equipment

Dear Board of Public Works,

The Elkhart Municipal Band has contracted with the City to play 13 concerts this year and is scheduled to play at Wellfield Botanic Gardens on September 10, 2023. Their equipment is stored at McNaughton Park and Buildings and Grounds generally assists them in moving their equipment in and out of storage when they play at the McNaughton band shell. They have requested the City assist them with moving their equipment in and out of storage and to Wellfield Botanic Gardens for their concert on September 10, 2023. This is a hold harmless agreement that will allow Buildings and Grounds to assist the band with transportation of their equipment and will keep the city free from liability.

Thanks,

  
Rose Rivera

## **AGREEMENT BETWEEN THE CITY OF ELKHART AND THE ELKHART MUNICIPAL BAND FOR TRANSPORTATION OF CERTAIN EQUIPMENT**

This Agreement is made and entered into this 5th day of September, 2023, by and between the CITY OF ELKHART, INDIANA, an Indiana Municipal Corporation, acting through its Board of Public Works (the "City"), and the ELKHART MUNICIPAL BAND (the "Band");

WHEREAS, Band has partnered with the City for the past several years to give public concerts, performances, and appearances without charge to the public;

WHEREAS, the partnership between City and Band has been successful and both parties desire to continue this partnership; and

WHEREAS the Band is in need of transportation of its equipment to Wellfield Botanic Gardens located at 1011 N. Main Street, Elkhart, Indiana 46514 for a concert to take place on September 10, 2023.

In consideration of the foregoing and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The City's Department of Buildings and Grounds shall provide transportation of the Elkhart Municipal Band's equipment, to include tympani, music stands, bass drum and the conductor's podium.
2. The transportation of the equipment shall be from McNaughton Park to Wellfield Botanic Gardens, where the equipment is stored, and back to McNaughton Park after the concert.
3. The transportation prior to the concert shall take place prior to 1:00 pm on September 10, 2023 so that the equipment shall be available for the scheduled rehearsal to take place at 1:00 pm on September 10, 2023. The Elkhart Municipal Band shall be responsible for removing their equipment from the vehicle/trailer used to transport the equipment.
4. The transportation after the concert shall take place on Tuesday, September 12, 2023. The Band shall be responsible for placing their equipment in the vehicle/trailer to be used to transport the equipment back to McNaughton Park.
5. No bailor/bailee relationship is created by this agreement.

6. The City shall not be responsible for any damage to the equipment under any circumstances.
7. The Band, including its officers, directors, agents, employees, and affiliates, agrees to defend, indemnify and hold harmless the City, its successors, assigns, directors, officers, employees, agents, and any other person for whom the City may be legally liable (“Indemnified Parties”), from and against any and all costs, expenses (including attorney’s fees), interest, losses, obligations, liabilities, or damages paid (“Losses”) which may accrue to or be incurred or sustained by the Indemnified Parties, and which arise out of or are in connection with or are for the purpose of avoiding any and all claims, demands, actions, causes of action, suits, appeals, and proceedings (“Claims”), all whether groundless or not, or the settlement thereof, based on actual or alleged injuries, damages, or liability of any kind whatsoever, made or brought against the Indemnified Parties, sustained in connection with this Agreement, arising from any cause whatsoever except for gross negligence and willful misconduct of the Indemnified Parties. The Band further agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any and all liability, damage, loss, cost, or expense which may accrue to or be sustained by the Band, the Band’s members, guests or any other party with property being transported by the City.
8. Governing Law—It is the intention of Parties to this Agreement all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.
9. Severability— Should there be a conflict between any provision of this Agreement and applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.
10. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
11. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:



a. The City of Elkhart, Indiana, c/o John Espar, Corporate Counsel, 229 S. Second St. Elkhart, IN 46516.

b. \_\_\_\_\_  
\_\_\_\_\_.

12. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or

13. Sent by a nationally recognized overnight courier service, prepaid or billed to sender, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept receipt. Either party may change its address or add additional parties for receipt of notices by giving notice of such change to the other party in accordance with the provisions of this Section.

14. Entire Agreement—This Agreement constitutes the final agreement between the parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have each executed this Entertainment Contract, on the date and year first written above.

**ELKHART MUNICIPAL BAND**

SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name, Title)

**CITY OF ELKHART, INDIANA**

**By its BOARD OF PUBLIC WORKS**

By: \_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name, Title)



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

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**DATE:** August 30, 2023  
**TO:** Board of Public Works  
**FROM:** Jacob Wolgamood, TIF Infrastructure Project Supervisor  
**RE:** **Pay Application #4, Final, & Change Order #3, Final: River Greenway Trail Improvements, Bid# 22-05, PA7746**

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Attached is pay application #4, final, and change order #3, final, for the River Greenway Trail Improvements project.

Rieth Riley has completed all of the contract items, including all punch list items, relating to the River Greenway project. The City and Rieth Riley worked together throughout the project to limit cost overruns and provide the greatest impact to the community. This project has been completed under budget and ahead of schedule.

The pay application and change order request is for a reduction of \$157,734.05 to the original contract price of \$1,149,523.14, which brings the final contract amount to \$991,789.09, a reduction of 13.7%.

It is requested the Board of Public Works:

**Approve the release of all retainage, approve pay application #4, final, and approve change order #3, final, for Bid #22-05; bringing the final contract amount to \$991,789.09, a reduction of \$157,734.05 or 13.7%.**



**Application For Payment No. 4/Final**


PROJECT: River Greenway Trail Improvements  
 CONTRACT #: 22-03, PA7746  
 PERIOD ENDING: 8/16/2023

CONTRACTOR: Riehl Risy Construction Co., Inc.  
 ADDRESS: 25200 SR 23  
 South Bend, IN 46814

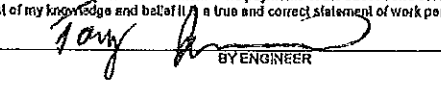
ORIGINAL CONTRACT PRICE \$ 1,149,523.14  
 CHANGE ORDERS THIS PAYAPP \$ (86,422.73)  
 TOTAL CHANGE ORDERS \$ (167,734.85)  
 CURRENT CONTRACT PRICE \$ 991,789.09

ITEM NO.	DESCRIPTION	ORIGINAL CONTRACT QUANTITIES			QUANTITIES THIS PERIOD		ACTUAL QUANTITIES TO DATE			
		ESTIMATED QUANTITY	UNIT COST	ESTIMATED COST	UNITS THIS PERIOD	COST THIS PERIOD	ACTUAL UNITS	COST TO DATE		
1	Mobilization and Demobilization, Max 10%	1	LSUM	\$ 91,300.00	0	LSUM	\$ -	1	LSUM	\$ 91,300.00
2	Construction Staking	1	LSUM	\$ 15,700.00	0	LSUM	\$ -	1	LSUM	\$ 15,700.00
3	Maintenance of Traffic	1	LSUM	\$ 91,300.00	0	LSUM	\$ -	1	LSUM	\$ 91,300.00
4	Pollution Prevention and Erosion Control	1	LSUM	\$ 12,000.00	0	LSUM	\$ -	1	LSUM	\$ 12,000.00
6	Tree and Stump Removal	6	EA	\$ 4,725.00	0	EA	\$ -	0	EA	\$ -
6	Pavement Removal	1140	SYS	\$ 21.39	0	SYS	\$ -	894.3	SYS	\$ 19,128.68
7	Sidewalk Removal	1020	LFT	\$ 07.48	0	LFT	\$ -	811.3	LFT	\$ 41,250.52
8	Geotextile Fabric	4000	SYD	\$ 4.28	0	SYD	\$ -	233.8	SYD	\$ 1,021.65
8	Aggregate Base	4000	SYD	\$ 17.09	0	SYD	\$ -	6000	SYD	\$ 102,540.00
10	Hot Mix Asphalt Pavement	10250	SYD	\$ 39.23	0	SYD	\$ -	8927	SYD	\$ 378,509.21
11	Portland Cement Concrete Pavement, 6"	120	SYD	\$ 111.07	111.68	SYD	\$ 12,402.08	143.81	SYD	\$ 16,972.88
12	ADA Sidewalks, Landings, and Ramps	3850	SFT	\$ 16.82	0	SFT	\$ -	4100	SFT	\$ 85,272.00
13	Concrete Curb and Gutter	1200	LFT	\$ 33.88	0	LFT	\$ -	821.5	LFT	\$ 20,932.12
14	Fencing	250	LFT	\$ 28.36	0	LFT	\$ -	0	LFT	\$ -
15	Parking Sign	4	EA	\$ 1,444.40	0	EA	\$ -	0	EA	\$ -
16	Kiosk Sign	1	EA	\$ 10,400.00	1	EA	\$ 10,400.00	1	EA	\$ 10,400.00
17	Trail Sign	10	EA	\$ 4,016.00	4	EA	\$ 16,064.00	4	EA	\$ 16,064.00
18	Mile Marker Sign	15	EA	\$ 1,325.00	10	EA	\$ 13,250.00	10	EA	\$ 13,250.00
19	Pole Structure, LED Luminaire	1	EA	\$ 9,215.00	0	EA	\$ -	1	EA	\$ 9,215.00
20	Handhole	2	EA	\$ 1,300.00	0	EA	\$ -	2	EA	\$ 2,600.00
21	3" Conduit	140	LFT	\$ 33.00	0	LFT	\$ -	162	LFT	\$ 6,016.00
22	Wiring	140	LFT	\$ 25.99	0	LFT	\$ -	185.46	LFT	\$ 4,300.31
23	Seeding	18100	SYD	\$ 3.37	8935.7	SYD	\$ 33,483.17	14666	SYD	\$ 49,423.27
24	Trees Planted	12	EA	\$ 939.27	0	EA	\$ -	0	EA	\$ -
25	12" Culvert, RCP, CL IV	420	LFT	\$ 130.85	0	LFT	\$ -	0	LFT	\$ -
28	Bicycle Rack	3	EA	\$ 3,825.00	0	EA	\$ -	0	EA	\$ -
27	Repair Stand	1	EA	\$ 4,815.00	0.52	EA	\$ 2,400.00	0.52	EA	\$ 2,400.00
28	Recycled Asphalt Pavement	850	SYD	\$ 21.35	583	SYD	\$ 12,447.05	583	SYD	\$ 12,447.05
29	Boards	5	EA	\$ 2,150.00	5	EA	\$ 10,750.00	5	EA	\$ 10,750.00
	Bid Alternate "A" Items									
30	18" Wide Thermoplastic Stripe	205	LFT	\$ 11.78	0	LFT	\$ -	0	LFT	\$ -
31	4" Wide Stripe, White	2040	LFT	\$ 1.24	0	LFT	\$ -	0	LFT	\$ -
32	Symbol, Shared Lane Marking	28	EA	\$ 418.15	0	EA	\$ -	0	EA	\$ -
CO1	Portland Cement Concrete Pavement	-77	EA	\$ 111.07	\$ (8,552.39)					
CO1	Parking Sign	-1	EA	\$ 1,441.40	\$ (1,441.40)					
CO1	Kiosk Sign	-1	EA	\$ 10,400.00	\$ (10,400.00)					
CO1	Trail Sign	-10	EA	\$ 4,016.00	\$ (40,160.00)					
CO1	Mile Marker Sign	-15	EA	\$ 1,325.00	\$ (19,875.00)					
CO1	Pole Structure, LED Luminaire	-1	EA	\$ 9,215.00	\$ (9,215.00)					
CO1	Handhole	-2	EA	\$ 1,300.00	\$ (2,600.00)					
CO1	3" Conduit	-140	LFT	\$ 33.00	\$ (4,820.00)					
CO1	Wiring	-140	LFT	\$ 25.99	\$ (3,638.80)					
CO1	Seeding	-6100	SYD	\$ 3.37	\$ (20,557.00)					
CO1	Trees Planted	-6	EA	\$ 939.27	\$ (5,635.62)					
CO1	12" Culvert, RCP, CL IV	-120	LFT	\$ 130.85	\$ (15,702.00)					
CO1	Bicycle Rack	-2	EA	\$ 3,825.00	\$ (7,650.00)					
CO1	Repair Stand	-1	EA	\$ 4,815.00	\$ (4,815.00)					
CO1	Recycled Asphalt Pavement	-850	SYD	\$ 21.35	\$ (18,177.50)					
CO1	Boards	-5	EA	\$ 2,150.00	\$ (10,750.00)					
CO1	18" Wide Thermoplastic Stripe	-205	LFT	\$ 11.78	\$ (2,410.80)					
CO1	4" Wide Stripe, White	-2040	LFT	\$ 1.24	\$ (2,529.60)					
CO1	Symbol, Shared Lane Marking	-28	EA	\$ 118.15	\$ (3,071.80)					
CO2	Portland Cement Concrete Pavement	77	EA	\$ 111.07	\$ 8,552.39					
CO2	Kiosk Sign	1	EA	\$ 10,400.00	\$ 10,400.00					
CO2	Trail Sign	10	EA	\$ 4,016.00	\$ 40,160.00					
CO2	Mile Marker Sign	15	EA	\$ 1,325.00	\$ 19,875.00					
CO2	Pole Structure, LED Luminaire	1	EA	\$ 9,215.00	\$ 9,215.00					
CO2	Handhole	2	EA	\$ 1,300.00	\$ 2,600.00					
CO2	3" Conduit	140	LFT	\$ 33.00	\$ 4,820.00					
CO2	Wiring	140	LFT	\$ 25.99	\$ 3,638.80					
CO2	Seeding	6100	SYD	\$ 3.37	\$ 20,557.00					
CO2	Recycled Asphalt Pavement	850	SYD	\$ 21.35	\$ 18,177.50					
CO3	Boards	5	EA	\$ 2,150.00	\$ 10,750.00					
CO3	Repair Stand	0.52	EA	\$ 4,815.00	\$ 2,400.00					
CO3	Adjustment to Final Quantities				\$ (89,672.73)					
	<b>Total</b>			\$ 991,789.09		\$ 111,182.33			\$ 991,789.09	
	GROSS AMOUNT DUE								\$ 991,789.09	
	TOTAL RETAINAGE TO DATE								\$ -	
	GROSS MINUS RETAINAGE								\$ 991,789.09	
	LESS PREVIOUS PAYMENTS								\$ 830,566.98	
	AMOUNT DUE THIS APPLICATION								\$ 165,222.13	

CONTRACTOR'S CERTIFICATION:  
 The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of work done under the Contract referred to the above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated 8/28, 2023 BY CONTRACTOR 

ENGINEER'S RECOMMENDATION:  
 This Application (with accompanying documentation) meets the requirements of the Contract documents and payments of the above AMOUNT DUE THIS APPLICATION is recommended. I certify that I have verified this Periodical Estimate, and that to the best of my knowledge and belief it is a true and correct statement of work performed.

Dated 8/28, 2023 BY ENGINEER 



ELKHART  
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— CENTER —

1717 E. Lusher Avenue, Elkhart, IN 46516 • (574) 293-5070 • [EECmail@coei.org](mailto:EECmail@coei.org) • [www.elkhartindiana.org](http://www.elkhartindiana.org)

## MEMORANDUM

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Date August 28<sup>th</sup>, 2023

To: Mike Machlan, Board of Works President

From: Jeff Zavatsky, Elkhart Environmental Center, Director

Re: Permission to Request for Quote – Quote #23-04

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The Elkhart Environmental Center request permission to quote the “EEC Vault Toilets” project.

The project will include the purchase and delivery of two (2) concrete vault toilets (1 – single, 1 – double) to the Elkhart Environmental Center. The single unit will be installed next to the trail head at the River Greenway Trail along the parking lot and trail. The double unit will be located in the “parade field” located just south of the main cabin parking area and close to the service road. These are 2-pieces units entirely made of concrete and will have a “wood siding” appearance. These will be ADA accessible. The City will handle the installation and contract out for a crane service to unload and install the units on site.

The project will be paid for utilizing TIF Funds awarded to the Elkhart Environmental Center.

It is requested that the Board of Public Works grant permission to quote the “EEC Vault Toilets” project Quote #23-04





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## MEMORANDUM

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Date August 28<sup>th</sup>, 2023

To: Mike Machlan, Board of Works President

From: Jeff Zavatsky, Elkhart Environmental Center, Director

Re: Permission to Request for Quote – Quote #23-13

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The Elkhart Environmental Center request permission to quote the “EEC Cabin Siding Replacement” project.

The project will include, but not limited to, the removal of the existing wood siding and its associated components (fascia, soffit, trim, and columns), assessment and repair if necessary any insect, animal or weather damaged sheathing, and replace with concrete log and timber siding materials.

The project will be paid for utilizing existing budgeted dollars with an additional appropriation if necessary.

It is requested that the Board of Public Works grant permission to quote the “EEC Cabin Siding Replacement” project Quote 23-13





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## MEMORANDUM

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Date August 28<sup>th</sup>, 2023

To: Mike Machlan, Board of Works President

From: Jeff Zavatsky, Elkhart Environmental Center, Director

Re: Permission to Request for Quote – Quote #23-14

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The Elkhart Environmental Center request permission to quote the “EEC Cabin Doors, Glass and Windows Replacement” project.

The project will include, the removal and replacement of (3) doors (front double, (2) sliding), (13) casement windows, (4) skylights, and (4) fixed glass. All replacements will be high efficiency for maximum energy savings. We are also asking for additional quotes to have (9) casement windows, (2) sliding doors, and (4) fixed glass equipped with special “bird friendly” UV markers to prevent bird strikes.

The project will be paid for utilizing existing budgeted dollars with an additional appropriation if necessary.

It is requested that the Board of Public Works grant permission to quote the “EEC Cabin Doors, Glass and Windows Replacement” project Quote 23-14.





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## MEMORANDUM

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Date August 25, 2023  
To Board of Works  
From Elkhart Environmental Center  
RE EnviroFest 2023 Donations

The Elkhart Environmental Center received a variety of donations, both monetary and in-kind, in support of the 2023 EnviroFest event. The sponsors and ticket sales are listed below; the in-kind donations are detailed in accompanying documents, which are explained below.

**Sponsors:** Monetary sponsors for the 2023 EnviroFest include:

- NIPSCO/NISOURCE grant (\$2,5000)
- Community Foundation of Elkhart County grant (\$2,000)
- American Structurepoint (\$250)

The in-kind sponsor (Borden Waste Away Group) donated cardboard containers and plastic bags for the collection of trash and recycling, along with the service of one dumpster.

**Ticket Sales & Donations:** Ticket sales from the event include purchases made online through the EEC's TicketLeap account, and purchases made at the gates for the event. Donations were also contributed at the ticket booths.

- Online sales (through TicketLeap): \$94.75
- Ticket sales:
  - Main Gate: \$330
  - Aquatics Gate: \$340
  - High Dive Gate: \$145
- Donations:
  - Main Gate: \$10
  - Aquatics Gate: \$41
  - High Dive Gate: \$9.32

**In-Kind Donations/Silent Auction:** In-kind donations received for the purpose of the event's Silent Auction are detailed in this packet:

- Donations Summary
  - What items were donated, who donated them, and the estimated value of the items (as determined by EEC staff according to available information). These donation items were either listed separately or as part of a package on silent auction sheets at the event.



- Raffle/Silent Auction Packages List
  - What items were grouped together or left separate for display at the event's silent auction
- Raffle/Silent Auction Revenue
  - The name of the package that donations were included in, the name of the winner who purchased the package (items that were not purchased list the winner as EEC), the amount that the winner bid, and the total they paid when receiving all the packages they won. Packages/items that have not been paid for remain at the EEC or have been returned to the original donor.



M E M O R A N D U M

From: Josh Holt, City of Elkhart Fleet Manager

Date: August 24<sup>th</sup>, 2023

To: Elkhart Board of Works

RE: More Ford Mavericks

I am recommending the Board to please award the purchase of 3 requested Ford Mavericks for the following departments to Jordan Ford of Mishawaka. They had the lowest quote of the three dealers that sent in quotes to me. One (1) for Economic Development, one (1) for Planning Dept and one (1) for Building and Code. This was requested from the last meeting on August 15<sup>th</sup>, 2023.

These are the quotes I received for the 3 units combined.

Jordan Ford in Mishawaka	\$83007.00
Bosak Ford in Valparaiso	\$83280.00
Harold Zeigler Ford in Elkhart	\$85250.61

Regards,

Joshua J. Holt