

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

**Common Council Chambers**

**9:00 A.M., Tuesday, April 1, 2025**

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

Join by phone: 1-415-655-0001

Meeting Number (access code): 2312 582 4084 Meeting password: BOW25

- I. Roll Call**
- II. Approve Agenda**
- III. Claims & Allowance Docket**
- IV. Minutes-** Regular Meeting March 18, 2025
- V. Engineering**
  - a.) Administration
    - PSA with CARMi Design Group for Fire Station 5 Assessment
    - Leland Avenue, Two-Way to One-Way Conversion
    - Declaration of Emergency, Sanitary Sewer Repair at the 400 block of River Bend Drive
  - b.) Utility
    - Ratify Partial Payment #21 to C&E Excavating: Oakland Avenue Forcemain Phase A SA7878
- VI. Utilities**
  - a.) Administration
    - Final Pay Application to Viking Painting LLC for Benham Water Tower
    - 2025 Spring Watermain Flushing
    - Request Bid #25-13 Bulk Chemicals for Water & WW Treatment
  - b.) Pretreatment
    - BD Industries Industrial Wastewater Discharge Permit #88-03
  - c.) Regulatory Compliance
    - Update to Section 7.0 of the Guide to Wastewater Utility Policies
- VII. New Business**
  - Laredo Agreements between Elkhart Recorder and City Department of Law, and Elkhart Recorder and Public Works and Utilities
  - Request Quote #25-05 Property Maintenance Services
  - Notice of Redevelopment Commission Public Hearings May 13, 2025
  - Municipal Band 2025 Contract
  - enFocus Fiber Needs Assessment
  - Tyler Technologies Incode Accounting Software
  - Claims and Allowance Approval
- VIII. Public Participation**
- IX. 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.

March 26<sup>th</sup>, 2025 JaA  
JAIME ARCE - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF \$4,463,783.56 AS LISTED ON THE REGISTER ATTACHED HERETO CONSISTING OF 39 PAGES, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

**EXECUTED THIS 1ST DAY OF APRIL 2025 BY:**

PRESIDENT

\_\_\_\_\_  
MICHAEL C. MACHLAN

VICE PRESIDENT

\_\_\_\_\_  
JAMIE ARCE

MEMBER

\_\_\_\_\_  
RON DAVIS

MEMBER

\_\_\_\_\_  
ROSE RIVERA

MEMBER

\_\_\_\_\_  
ANDY JONES

**ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE**



# Board of Public Works

## Accounts Payable Summary 4.1.25

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

Fund	Vendor	Description	Amount
6501	FERGUSON US HOLDINGS INC	CASTINGS & GRADE RINGS	\$ 25,067.25
1101	COMMUNICATIONS VENTURE CORP.	Phone Equipment Refresh (first half)	\$ 25,209.19
4445	WARRICK & BOYN, LLP	GENERAL SERVICES - FEB 2025	\$ 25,437.28
6101	NORTH AMERICAN PUMP CO., INC	SOUTH WELL 3 CLEANING	\$ 26,875.00
6203	BOWEN ENGINEERING CORPORATION	WWTP COLLECT & DIST GARAG	\$ 27,977.00
2500	MC EQUIPMENT, LLC	CEN. GARAGE F350 SERVICE TRUCK	\$ 45,306.00
7704	HEALTH RESOURCES	HRI Dental & Vision	\$ 45,538.55
2543	ELKHART COUNTY TREASURER	2025 HUMANE SOCIETY INTERLOCAL AGREEMENT	\$ 51,021.67
7704	EVERSIDE HEALTH LLC	Marathon	\$ 55,341.67
7704	HEALTH RESOURCES	HRI Dental & Vision	\$ 56,747.28
6203	BOWEN ENGINEERING CORPORATION	WWTP COLLECT & DIST GARAG	\$ 80,707.25
7739	MCGOWAN & COMPANY, INC	CITY OF ELKHART COMMERCIAL INSURANCE	\$ 401,273.93
Total Claims over \$25,000			\$866,502.07
Regular Claims under \$25,000:			\$ 669,801.16
Total Regular Departmental Claims:			\$1,536,303.23

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

6106	IN DEPARTMENT OF REVENUE	EPU Sales Tax for February 2025	\$ 26,381.30
1101	INDIANA MICHIGAN POWER COMPANY	04994485706 229 S 2ND ST	\$ 33,874.34
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS - PHARMACY	\$ 38,438.92
7704	ANTHEM INSURANCE COMPANIES INC	ADMINISTRATIVE FEES - MEDICAL	\$ 44,578.24
8806	INDIANA PUBLIC RETIREMENT SYSTEM	INPRS- CIVIL CITY REGULAR 3.14.2025	\$ 152,816.14
8806	INDIANA PUBLIC RETIREMENT SYSTEM	INPRS- CIVIL CITY REGULAR 2.28.2025	\$ 165,607.24
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS - MEDICAL	\$ 201,583.17
Total Pre-Approved over \$25,000:			\$ 663,279.35
Total Pre-Approved Claims under \$25,000:			\$ 153,338.52
Total Pre-Approved Claims:			\$ 816,617.87

### American Rescue Plan Claims:

2474	NEIGHBORHOOD EVOLUTION LLC	ELKHART THRIVE NEIGHBORHOOD HUB INITIATIVE	\$ 18,000.00
2474	HRP CONSTRUCTION COMPANY	Benham Ave Water & Sewer	\$ 34,467.90
2474	TPC TECHNOLOGIES, INC	Council Chambers AV Upgrade	\$ 58,560.80
Total American Resuce Plan Claims:			\$ 111,028.70

### UTILITY REFUNDS

\$ 551.72

### Payroll and Pension Payments:

Police & Fire Clothing Allowance

Police & Fire Pension

Bi-weekly Payroll

\$ 1,999,282.04  
Total Payroll: \$ 1,999,282.04

Total All Claims, Internal Payments, and Payroll: \$ 4,463,783.56

(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, March 18, 2025

Vice-President Jamie Arce called a regular meeting of the Board of Public Works to order at 9:00 a.m., Tuesday, March 18, 2025. Clerk Nancy Wilson called the roll. Jamie Arce, Ron Davis, and Andy Jones attended in person. Mike Machlan and Rose Rivera were absent. Jamie said the time was 9:00 a.m. and no more bids would be accepted.

1. Approve Agenda

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board approved the agenda as presented.

2. Open Bids

Bid #25-11 Lerner Theatre North Roof Replacement

Proof of publication was presented which appeared in The Elkhart Truth on March 1 and March 8, 2025. The following bids were received:

Borntrager Enterprises submitted a signed and certified bid summary form with all items checked. The base bid was \$298,241.00.00. Alternate 1 was \$278,823.00.

Hoekstra Roofing Company submitted a signed and certified bid summary form with all items checked. The base bid was \$802,535.00.00. Alternate 1 was \$790,755.00.

Slatile Roofing submitted a signed and certified bid summary form with all items checked. The base bid was \$649,812.00. Alternate 1 was \$640,812.00.

On motion Andy Jones, seconded by Ron Davis and carried 3-0, the Board referred the bids to the staff of Public Works and Utilities for their review and recommendation at the May 6, 2025 meeting.

3. Claims and Allowance Docket

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board approved the claims and allowance docket in the amount of \$7,683,415.51, consisting of 44 pages as prepared on March 12, 2025 at 9:16 a.m.

4. Minutes Regular Meeting March 4, 2025

On motion by Ron Davis, seconded by Andy Jones and carried 3-0, the Board approved the Minutes of the Regular Meeting March 4, 2025.

5. Engineering

(A.) Administration

BOW Resolution 25-R-06 Preliminary Engineering Report Acceptance Resolution

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board adopted Board of Works Resolution 25-R-06, the City of Elkhart PER Acceptance Resolution.

PSA with DLZ Indiana, LLC On-call Professional Services

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board authorized the Board Vice-President to execute the On-call Professional Services Agreement with DLZ Indiana, LLC.

Award Bid #25-06 ADA-funded Curb Ramp Replacement

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board awarded Bid #25-06 Ada funded Curb Ramp Replacement Project to TX Concrete, LLC, who submitted the lowest responsive bid, with a contract price in the amount of \$242,200.00. Jeff Shaeffer noted that Almac-Sotebeer withdrew their bid.



## BOARD OF PUBLIC WORKS

Tuesday, March 18, 2025

### Award Bid #25-07 Street Department Resurfacing Curb Ramp Replacement

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board awarded Bid #25-07, 2025 Street Department Resurfacing Curb Ramp Replacement Project to Almac-Sotebeer, Inc. who submitted the lowest responsive bid, with a contract price in the amount of \$307,717.11.

### Appoint a Technical Review Committee for the Street Department Design-Build S.A.L.T. Facility Project

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board appointed Tory Irwin, Jeffrey Schaffer, and Zachary Flagle, as the Technical Review Committee for the Street Department Design-Build S.A.L.T. Facility Project.

### Approve the "request for Qualifications and Proposal's" and the "Design Criteria Package" for the Street Department Design-Build S.A.L.T. Facility Project

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board approved the "Request for Qualifications and Proposals" and the "Design Criteria Package" for the Street Department Design-Build S.A.L.T. Facility Project.

### Revocable Right-of-Way Permit for Perpendicular Parking in Elliston Street for La Los de Cristo al Mundo, Inc. (1413 West Indiana Avenue)

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board approved the revocable Right-of-Way Permit for perpendicular parking in Elliston Street for La Los de Cristo al Mundo, Inc.

### (B.) Utility

### Ratify Partial Payment #1 to Selge Construction- Oakland Project B Oakland CSO Tank- WA7957 SA7956

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board ratified partial payment request #1 in the amount of \$611,980.00 to Selge Construction from SRF loan WW24182006 for construction on the Oakland Project B- Oakland CSO Tank project.

### Ratify Partial Payment #80 & Final to Bown Engineering Elkhart WWTP Capacity Upgrades Phase 2 (tabled)

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board ratified the final payment request SRF #80 from SRF Loan WW18262004 in the amount of \$255,799.00. to Bowen Engineering Corp. from the allocated SRF loan for construction on the Elkhart WWTP Capacity Upgrades Phase 2 project.

### 6. Utility

### (A.) Administration

### Water Utility MRO for February 2025

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board accepted and placed on file the Water Utility MRO for February 2025.

### (B.) Pretreatment

### Yellow Dog Industrial Wastewater Discharge Permit #2012-01

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board found Yellow Dog Permit #2012-01 in violation of their Industrial Wastewater Discharge Permit for failure to conduct required self-monitoring and assigned a penalty of \$100.00.

BOARD OF PUBLIC WORKS  
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Elkhart Environmental Processing Industrial Wastewater Discharge Permit #2002-02

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board found Elkhart Environmental Processing Permit #2002-02 in violation of the Sewer Use Ordinance for failing to respond to Notice of Violation by the due date and assigned a penalty of \$250.00.

Lippert Components Plant #72 Industrial Wastewater Discharge Permit #98-03

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board found Lippert Components Plant #72 Permit #98-03 in violation of the Sewer Use Ordinance for failing to submit self-monitoring report by the due date resulting in Significant Non-Compliance and assessed a penalty of \$500.00.

(C.) Summary

On motion by Ron Davis, seconded by Andy Jones and carried 3-0, the Board ratified the following permits:

Water Assessment:

ABC Excavating, Troy Allard  
15440 CR 4  
Bristol, IN. 46507  
Property: 1111-B Edwardsburg Ave  
Paid in full, \$1054.00

Allen Edwin Homes (Tyler)  
2186 E. Centre Ave.  
Portage, MI. 49002  
Property: 1616 Autumn Ridge Ct.  
Paid in full, \$1178.70

Allen Edwin Homes (Tyler)  
2186 E. Centre Ave.  
Portage, MI. 49002  
Property: 1624 Autumn Ridge Ct.  
Paid in full, \$1089.00

Allen Edwin Homes (Tyler)  
2186 E. Centre Ave.  
Portage, MI. 49002  
Property: 1632 Autumn Ridge Ct.  
Paid in full, \$1089.00

Sewer Assessment:

ABC Excavating, Troy Allard  
15440 CR 4  
Bristol, IN. 46507  
Property: 1111-B Edwardsburg Ave.  
Paid in full, \$4600.00



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Allen Edwin Homes (Tyler)  
2186 E. Centre Ave.  
Portage, MI. 49002  
Property: 1616 Autumn Ridge Ct.  
Paid in full, \$5680.00

Allen Edwin Homes (Tyler)  
2186 E. Centre Ave.  
Portage, MI. 49002  
Property: 1624 Autumn Ridge Ct.  
Paid in full, \$4900.00

Allen Edwin Homes (Tyler)  
2186 E. Centre Ave.  
Portage, MI. 49002  
Property: 1632 Autumn Ridge Ct.  
Paid in full, \$4900.00

Revocable: #6600, Placed by: Roland Clapp  
Property: Southwest of 2124 Sterling Ave  
Permit holder: Stearns Drilling  
Description: Install 40' deep monitoring well

#6601, Placed by: Roland Clapp  
Property: South of 2024 Moyer Ave.  
Permit Holder: Stearns Drilling  
Description: Install 40' deep monitoring well.

7. New Business

BOW Resolution 25-R-04 Fire Department Disposal of Property

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board approved BOW Resolution 25-R-04 declaring the Sutphen Heavy rescue as surplus property that may be sold, exchanged, or transferred to another Department.

Request Bid #25-12 Sale of Heavy Rescue Apparatus

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board approved bid documents and granted permission to advertise Bid #25-12 for the Sale of Heavy Rescue Apparatus by the Fire Department.

Award Bid #25-09 2025 Police Units

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board awarded Bid #25-09 2025 Police Units to Jordan Ford who submitted the lowest responsive bid, with a contract price in the amount of \$87,088.00 for 2 Explorers, \$142,908.00 for 3 Standard Non-Police Interceptors, and \$619,008.00 for 12 Police Interceptors.

Award Bid #25-10 Elkhart City Light Duty Trucks

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board awarded Bid #25-10 2025 Elkhart City Light Duty Trucks to Jordan Ford who submitted the lowest responsive bid, with a contract price in the amount of

BOARD OF PUBLIC WORKS

Tuesday, March 18, 2025

\$243,068.00 for Buildings and Grounds Spec A,B,C. \$57,100.00 for Central Garage Spec D, and \$46,650.00 for Public Works Spec E for a Total of \$346,818.00.

BOW Resolution 25-R-05 Disposal of Fixed Asset & Agreement between the City of Elkhart and Church Inc.

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board approved BOW Resolution 25-R-05, a Resolution to declare the unneeded property to be surplus property, and the surplus property may be sold to a non-profit for \$1.00 or more, and approved the Agreement between the City and Elkhart City Church Inc. for the sale and purchase of the property.

Uniform Conflict of Interest Disclosure

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board accepted and placed on file the Uniform Conflict of Interest Disclosure for James Rieckhoff.

8. Use & Event Permits

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board approved the following Use & Event Permits:

- Earth Day 4/26- EEC Fencing, Event Trailer, Golf Cars, Plaza Sign, Special Exception from Noise, Public Assembly
- Hoosier Harley Bike Nights 4/11, 5/9, 6/13, 7/11, 9/7 Special Exception from Noise
- Curbside Concerts Fridays 5/16, 5/23, 5/30, 6/6, 6/13, 6/20, 6/21, 6/27, 8/29, 9/5, 9/12, 9/19 Public Assembly, Special Exception from Noise, Plaza Sign
- Junk in the Trunk 6/8 Temporary Street Closure, Public Assembly, Plaza Sign
- Pollinator Promenade 7/12 EEC EMS, ESS, Golf Cars, Risers, Stage, Trailer, Fencing, Plaza Sign, Public Assembly, Special Exception from Noise
- EnviroFest 8/8- Island Park, EEC EMS, EPD, Golf Cars, Risers, Stage, Trailer, Fencing, Plaza Sign, Public Assembly, Special Exception from Noise
- Waggin in the Woods 9/28- EEC Fencing, ESS, EMS, Event Trailer, Golf Cars, Plaza Sign, Special Exception from Noise, Public Assembly EPD
- Haunted Walk through the Woods 10/23, 10/24, 10/25- EEC, ESS, EMS, Stage, Golf Cars, Plaza Sign, Special Exception from Noise, Public Assembly EPD

9. Adjournment

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board of Works adjourned at 9:59 a.m.

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

Attest: \_\_\_\_\_ Nancy Wilson, Clerk of the Board






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## MEMORANDUM

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**DATE:** April 1, 2025

**TO:** Board of Public Works

**FROM:** Jeffrey Schaffer, Engineering 

**RE:** **Professional Services Agreement with CARMI Design Group for Fire Station 5 Assessment**

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The Fire Department is acquiring a new apparatus for Fire Station 5, the height of which exceeds the existing overhead door openings. While the original building plans for Fire Station 5 are available, a steel roof system was added over the building previously, and plans for that work have not been found. This assessment will determine if the steel roof system allows the doors to be enlarged. Upon completion of the assessment, a supplemental agreement will be prepared for the improvement plans and specifications.

CARMI Design Group was the architect for the recent Cleveland Township Fire Station building project and has experience with several other public buildings.

This contract is funded by the professional services appropriation for the Fire Department.

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

**Authorize the Board President to execute the Professional Services Agreement with CARMI Design Group for the Fire Station 5 building assessment with fees not to exceed \$5000.00.**




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## MEMORANDUM

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**DATE:** April 1, 2025

**TO:** Board of Public Works

**FROM:** Jeffrey Schaffer, Engineering 

**RE:** Leland Avenue, Two-Way to One-Way Conversion

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Last year, the Engineering Staff received a request to convert Leland Avenue from a two-way street to a one-way street, with a preference for a northwest travel direction. The resident making the request did speak to several neighbors and provided the staff with notes based on those conversations. The concerns are focused on the narrow nature of the street and the through traffic that uses the street from time to time.

The Engineering Staff followed up earlier this year with letters to a wide range of residents, both on Leland Avenue, as well as on Crawford Street and Cristiana Street. A map of the notified residents and property owners is attached.

Eight residents responded, and the full correspondence is included with this memorandum with contact information redacted. The feedback appears to be generally supportive of the change, but that the direction of travel should be southeast (from Crawford Street to Christiana Street), rather than northwest. After reading the feedback and considering the traffic flow, the City Engineering Staff agree that this is the best approach.

Based on the above, the Engineering Staff would recommend a temporary conversion of Leland Avenue from two-way to one-way with a southeast travel direction. The Engineering Staff will review the street this summer, and report back to the Board at the September 16, 2025, meeting. During this time, the Engineering Staff will also determine the feasibility of adding a curb along the southwest side of the street that borders the Christiana Creek raceway.

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

**Temporarily convert Leland Avenue from two-way to one-way with a southeast travel direction, starting as soon as feasible from the date of this action, and ending on September 30, 2025, unless extended by the Board of Public Works.**

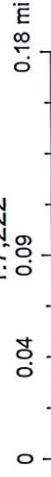


# Leland Avenue



3/26/2025, 5:17:53 PM

1:7,222



Esri, HERE, Garmin, INCREMENT P, USGS, MET/NASA, EPA, USDA

City of Elkhardt  
Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | City of Elkhardt | City of Elkhardt GIS |



# Leland Avenue



3/26/2025, 5:16:05 PM

1:1,806

0 0.01 0.02 0.04 mi

0 0.02 0.04 0.07 km

Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA



Rod Roberson  
*Mayor*

Tory Irwin, PE  
*Director & City Engineer*

January 15, 2025



1201 South Nappanee Street  
Elkhart, Indiana 46516

(574) 293-2572  
[www.elkhartindiana.org](http://www.elkhartindiana.org)

NAME  
STREET ADDRESS  
CITY STATE ZIP

Regarding: Leland Avenue Conversation from Two-Way to One-Way Northbound Only

Dear NAME:

The City of Elkhart has received a request to review the status of Leland Avenue as a two-way street. It has been requested that the Board of Public Works change the traffic flow on Leland Avenue from two-way to one-way northbound only. This proposed traffic flow would only allow traffic to enter Leland Avenue from Christiana Street, travel north, and then exit onto Crawford Street.

Leland Avenue, which was originally name "Race Street" was created in 1892 as the west end of the original Havilah Beardsley Estate was divided into lots. It was renamed "Leland Avenue" in December of 1909. The street was improved in 1916 when the sanitary sewer was installed.

The actual street is only 18 feet wide, making one of the more narrow streets in the City of Elkhart. While this street was sufficiently wide in 1909 and 1916, as time has passed, and with more and larger vehicles, it is much narrower than what the City would construct today. The City's engineering staff believes it can no longer support two-way traffic.

Prior to considering this request, the Board of Public Works is seeking your input on the matter:

**Do you support the proposed change in traffic flow on Leland Avenue from two-way to one-way northbound only?**

Feel free to send you responses to Jeffrey Schaffer, Assistant City Engineer, via telephone to 574-322-4799 or email to [jeff.schaffer@coei.org](mailto:jeff.schaffer@coei.org).

The City Engineering Staff intends to collect the responses and forward the information to the Board of Public Works for consideration. At this time, our intent is for the Board to consider this matter at its second regular meeting in February, as follows:

City of Elkhart, Board of Public Works  
Tuesday, March 18, 2024; 9:00 AM  
City Hall, Council Chambers, Second Floor  
229 South Second Street, Elkhart

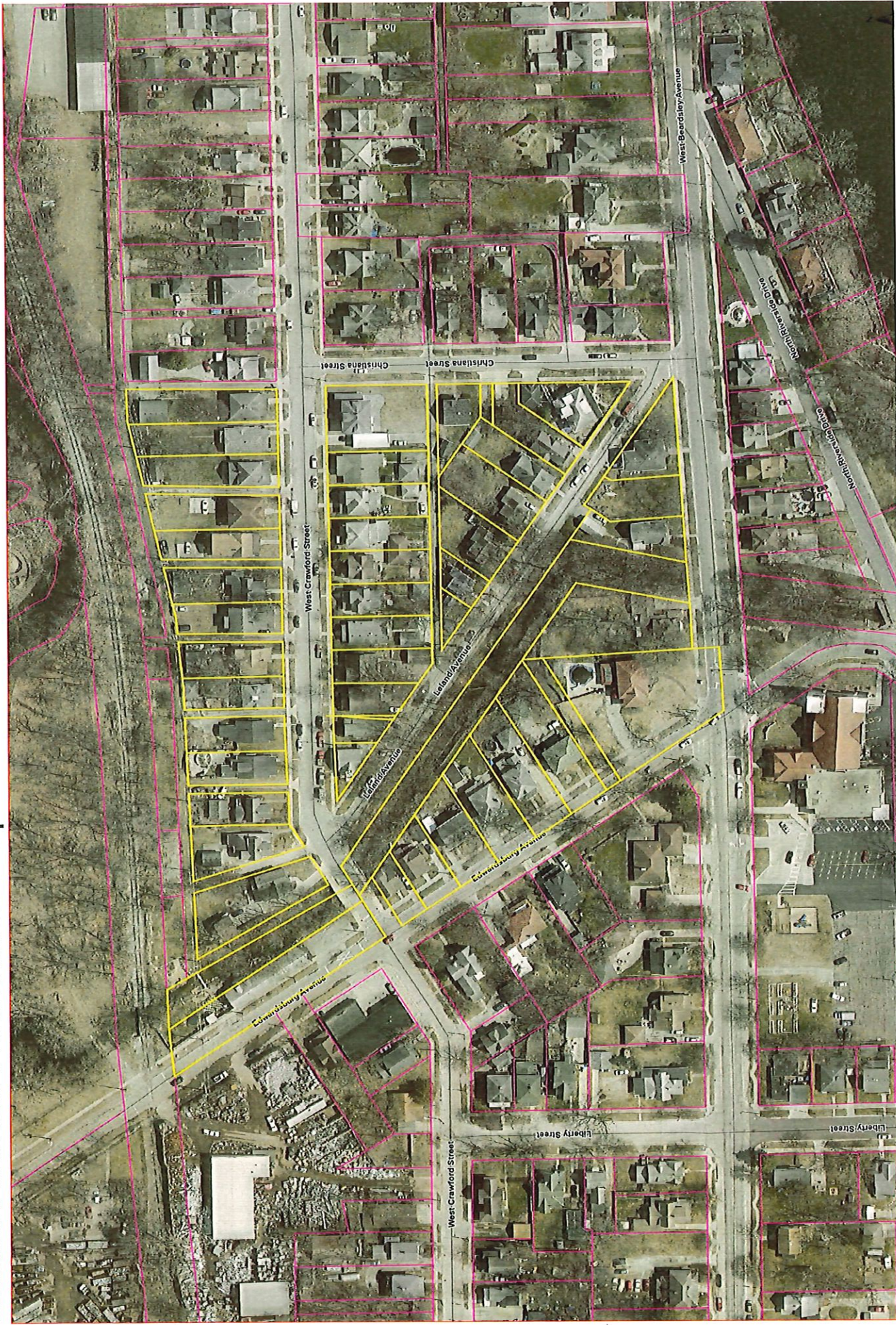
Thank you for your time and consideration in this matter.

Sincerely,  
Jeffrey D. Schaffer, PE  
Assistant City Engineer



# Leland Avenue Notification Map

Created by: City of Elkhart





**From:** [REDACTED]  
**To:** Schaffer, Jeff  
**Subject:** EXTERNAL: Ieland ave.  
**Date:** Sunday, January 19, 2025 3:35:14 PM

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**Caution:** This email originated from outside of the organization. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department  
thank you for the update and we are in favor of this idea, looking forward to seeing this.

Ted Berkshire

JAN 29 2025

ELKHART PUBLIC WORKS & UTILITIES

January 25, 2025

Regarding: Ireland Avenue conversion project.

Gentlemen, I received your letter dated January 15. In response to your proposal to convert Ireland Ave. from two way to one way headed north from Beardsley, I do support the change but changing it to north does not eliminate the problems and issues now taking place.

The problem we have is the traffic and speeding already comes from Beardsley heading north from traffic trying to beat the wait from the Beardsley and Edwardsburg traffic lite. so with that being said I don't see any benefits for those of us living on Ireland Ave. So, the traffic will still come down Ireland (usually at high rates of speed trying to beat waiting on that traffic lite).

What ever the outcome I see no reduction in traffic or speeding down Ireland which has been happening since 1996 when I moved in here.

I believe we would be better served, and safer if the change was made from Crawford St. going south to Beardsley.

This is my two cents. I/we hope the city can come up with a good plan to both cut down the heavy traffic and speeding.

Regards and concerns,

Jeffrey S. Carpenter

Elkhart, IN 46514-2704

Jeff Carpenter



March 13, 2025

Dear Mr. Jeffrey D. Schaffer,

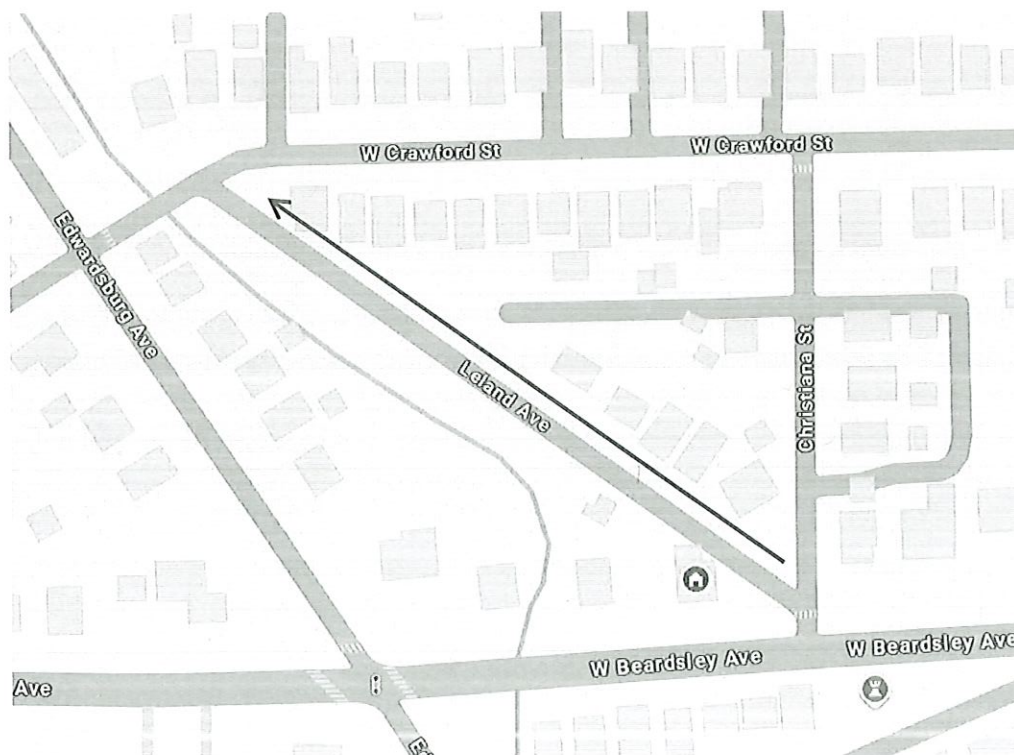
I appreciate your reaching out to me for my input concerning the requested change to the status of Leland Avenue as a two-way street. As you know, I reside at the point of intersection of Leland Avenue, Christiana Street, & West Beardsley Avenue. My home is perpendicular to West Beardsley Avenue with an attached garage facing directly North. Leland Avenue begins near the perpendicular intersection of Christiana Street and West Beardsley and proceeds North-West at approximately 135°. Considering the position of my house and garage, the narrow width of Leland Avenue of 18 feet if Leland Avenue were to become one-way running from South to North-West, it will then become impossible for me to access and to enter my garage due to the fact it would be require me to negotiate a 315° turn in a very confined space. The only safe and practical way for me to access and enter my garage is when traveling from North to South-East on Leland Avenue.

Given that Leland Avenue is roughly only a single block long with stop signs at each and a required turn to proceed further in any direction from the stop signs the only real traffic is generally those who reside on Leland Avenue and their occasional visitors. It is not highly traveled or regularly used short cut to get from one location to another.

I am absolutely opposed to making Leland Avenue one way running from South to North. However, if all affected residents desire Leland Avenue to become one-way, I can only support the change to one way traffic, if the direction of travel is being set from North to South - East. I understand that setting the traffic from North to South - East poses other challenges and concerns that have likely not been considered or discussed at the present time. Being that any changes to Leland Avenue only affects those living on Leand Avenue perhaps the best solution is to leave well enough and enjoy are private little street as it currently exists.

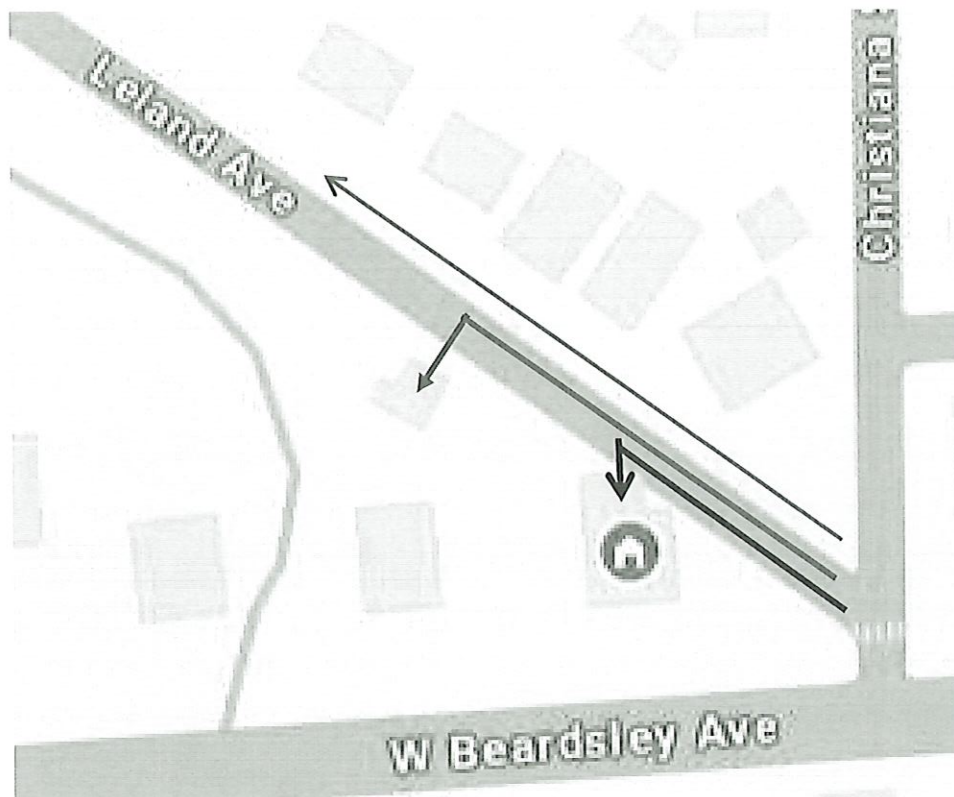


Leland Avenue current flow pattern, Figure 1.



Leland Avenue proposed change to flow pattern, Figure 2.





Given that Leland Avenue is only 18 feet wide, the problem the proposed change creates, is that it is impossible to enter my garage when heading North bound only. My only neighbor residing on the South side of Leland Avenue does not face this issue since their garage sits perpendicular to Leland Avenue as shown.

Sincerely,

Mr. Kevin M. Eberle

*Kevin M. Eberle*

**From:** DOROTHYE HANSEN  
**To:** Schaffer, Jeff  
**Subject:** EXTERNAL: Status of Leland Avenue  
**Date:** Saturday, January 18, 2025 3:22:51 PM

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Caution: This email originated from outside of the organization. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

Sent from Dot Hansen

Thank you for the notification of the meeting to discuss the status of Leland Avenue as a two way street . During the past year I have discussed this issue with the current residents on Leland. Four neighbors strongly supported this change, one neutral and one expressed concern due to the current angle of their driveway, one residence not occupied .

I do strongly support this change! Even though the street is narrow, traffic from either direction also frequently use that shortcut at high speeds. I would further suggest that speed limit signs also be posted for the one way traffic !

I will plan to attend the meeting on

March 18.

Thank you for the attention of the city in addressing this issue! Please feel free to contact me if I can offer any further assistance to support this issue!

Dot Hansen [REDACTED]





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## MEMORANDUM

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**DATE:** April 1, 2025

**TO:** Board of Public Works

**FROM:** Jeffrey Schaffer, Engineering *JS*

**RE:** **Declaration of Emergency, Sanitary Sewer Repair at the 400 block of River Bend Drive**

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On March 26, 2025, during excavation work for a new residential connection, a sanitary sewer main was damaged in the 400 block of River Bend Drive. The collections team attempted to repair the damage but could not reach the blockage due to groundwater intrusion. Selge Construction was contacted to assist with dewatering to allow the collections team to reach the sewer and make the repair.

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

**Declare an emergency and ratify the selection of Selge Construction as a contractor to assist with the sanitary sewer repair at the 400 block of River Bend Drive.**



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

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**DATE:** March 25, 2025  
**TO:** Board of Public Works  
**FROM:** Jason Simnick, Project Manager JS  
**RE:** **Oakland Avenue Forcemain – Phase A – SA7878: Approval of Partial Payment Request #21 to C&E Excavating**

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Please see the attached partial pay application #21 from C&E Excavating for construction services provided for the Oakland Avenue Forcemain – Phase A project for work performed during the period thru February 28, 2025. This partial pay application, in the amount of \$18,111.00, includes payment for construction work and as payment for retainage. It will be paid through the two SRF loans for this project. The partial payment this application breaks down as follows:

	WW22162005	DW22232001
Payment Due	\$ 17,205.00	\$ 0.00
Retainage Held	\$ 906.00	\$ 0.00
Total Amount	\$ 18,111.00	\$ 0.00

To date, including this payment and all retainage, we have paid \$7,435,693.00, or 64.43% of the \$11,539,851.38 current contract price for Division I (WW22162005) and \$284,843.00, or 34.81% of the current \$818,195.00 current contract for Division II (DW22232001).

This will be SRF Disbursement Request #54 from WW22162005 and no request made from DW22232001.

It is requested that the BOW:

**ratify partial payment request #21 in the amount of \$18,111.00 to C&E Excavating from SRF loan WW22162005 for construction on the Oakland Avenue Forcemain – Phase A project.**



# Application For Payment No. 21

PROJECT: OAKLAND AVENUE - PROJECT A: CSO FORCEMAIN  
CONTRACT #: 22-25  
PERIOD ENDING: 2/28/2025

CONTRACTOR: C&E Excavating  
ADDRESS: 53767 Co Rd 9  
Elkhart, IN, 46514

CHANGE ORDERS THIS PAYAPP \$ 11,866,259.00  
TOTAL CHANGE ORDERS \$ 491,787.38  
CURRENT CONTRACT PRICE \$ 12,358,046.38

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 (DIVISION I), M	1	LS	\$ 361,456.85	0	LS	0.75	LS \$ 271,092.63
2	CONSTRUCTION STAKING (DIVISION I)	1	LS	\$ 100,000.00	0	LS	0.5	LS \$ 50,000.00
3	INSPECTION HOLE, DEEPER THAN 3-FEET	10	EACH	\$ 365.00	0	EACH	28	EACH \$ 10,220.00
4	MAINTENANCE OF TRAFFIC	1	LS	\$ 182,000.00	0	LS	0.41	LS \$ 85,540.00
5	POLLUTION PREVENTION AND EROSION CONTROL (	1	LS	\$ 55,000.00	0.04	LS	0.31	LS \$ 25,850.00
6	CLEARING AND GRUBBING OF RIGHT-OF-WAY	1	LS	\$ 615,000.00	0	LS	0.31	LS \$ 252,150.00
7	TREE, REMOVE	61	EACH	\$ 1,150.00	0	EACH	66	EACH \$ 75,900.00
8	PAVEMENT REMOVAL	20461	SYD	\$ 9.00	0	SYD	8169	SYD \$ 86,463.00
9	ROTO MILLING, 1 1/2-INCH	3211	SYD	\$ 7.00	0	SYD	834	SYD \$ 5,838.00
10	SIDEWALK, REMOVE	7910	LFT	\$ 6.50	0	LFT	3178	LFT \$ 30,179.50
11	WATER MAIN, DUCTILE IRON, 6-INCH	30	LFT	\$ 135.00	0	LFT	13.09	LFT \$ 2,160.00
12	WATER MAIN, DUCTILE IRON, 8-INCH	600	LFT	\$ 95.00	0	LFT	414.66	LFT \$ 43,669.60
13	WATER MAIN, DUCTILE IRON, 10-INCH	20	LFT	\$ 300.00	0	LFT	17	LFT \$ 5,100.00
14	WATER MAIN, DUCTILE IRON, 12-INCH	4630	LFT	\$ 105.00	0	LFT	3513.5	LFT \$ 396,952.50
15	WATER MAIN, INSULATION	160	LFT	\$ 60.00	0	LFT	53	LFT \$ 3,180.00
16	WATER MAIN FITTINGS, 6-INCH	12	EACH	\$ 1,600.00	0	EACH	5.85	EACH \$ 9,360.00
17	WATER MAIN FITTINGS, 8-INCH	74	EACH	\$ 1,200.00	0	EACH	42.19	EACH \$ 63,300.00
18	WATER MAIN FITTINGS, 10-INCH	1	EACH	\$ 1,200.00	0	EACH	1	EACH \$ 1,200.00
19	WATER MAIN FITTINGS, 12-INCH	86	EACH	\$ 1,600.00	0	EACH	63.63	EACH \$ 106,448.00
20	GATE VALVE AND BOX, WATER MAIN, DUCTILE IRON	13	EACH	\$ 2,400.00	0	EACH	11.2	EACH \$ 28,344.00
21	GATE VALVE AND BOX, WATER MAIN, DUCTILE IRON	20	EACH	\$ 3,900.00	0	EACH	17	EACH \$ 69,888.00
22	FIRE HYDRANT ASSEMBLY	13	EACH	\$ 8,100.00	0	EACH	10.37	EACH \$ 91,611.00
23	1-INCH SERVICE RESIDENTIAL (UTILITY)	104	EACH	\$ 1,800.00	0	EACH	44.04	EACH \$ 104,094.00
24	1-1/2 - INCH SERVICE COMMERCIAL (UTILITY)	3	EACH	\$ 2,200.00	0	EACH	3	EACH \$ 6,600.00
25	WATER MAIN LINE STOP, 6-INCH	13	EACH	\$ 5,450.00	0	EACH	5	EACH \$ 27,250.00
26	WATER MAIN LINE STOP, 8-INCH	19	EACH	\$ 5,675.00	0	EACH	4	EACH \$ 28,375.00
27	WATER MAIN LINE STOP, 10-INCH	2	EACH	\$ 8,225.00	0	EACH	1	EACH \$ 8,225.00
28	WATER MAIN LINE STOP, 12-INCH	3	EACH	\$ 8,460.00	0	EACH	1	EACH \$ 8,460.00
29	PIPE, SANITARY SEWER, PVC, 8-INCH	480	LFT	\$ 59.00	0	LFT	114.17	LFT \$ 6,736.03
30	PIPE, SANITARY SEWER, PVC, 10-INCH	30	LFT	\$ 198.00	0	LFT	4.88	LFT \$ 966.24
31	PIPE, SANITARY SEWER, PVC, 12-INCH	940	LFT	\$ 95.00	0	LFT	446.05	LFT \$ 60,285.10
32	PIPE, STORM SEWER, PVC, 12-INCH	912	LFT	\$ 125.00	0	LFT	460.19	LFT \$ 79,200.00
33	SANITARY SEWER, LATERAL, PRE-CONSTRUCTION	3400	LFT	\$ 9.56	839.4	LFT	1132.7	LFT \$ 10,828.61
34	SANITARY SEWER, 6-INCH TO 18-INCH DIAMETER, P	4000	LFT	\$ 3.12	1340.9	LFT	5641.4	LFT \$ 17,601.16
35	SANITARY SEWER, 24-INCH TO 36-INCH DIAMETER, P	850	LFT	\$ 20.00	0	LFT	1454.1	LFT \$ 29,082.00
36	SANITARY SEWER, 42-INCH TO 78-INCH DIAMETER, P	4150	LFT	\$ 18.46	0	LFT	5741.8	LFT \$ 105,993.62
37	SANITARY SEWER, LATERAL, POST-CONSTRUCTION	3400	LFT	\$ 10.92	839.4	LFT	9,166.25	LFT \$ 9,166.25
38	SANITARY SEWER, 6-INCH TO 18-INCH DIAMETER, P	4000	LFT	\$ 5.03	1340.9	LFT	6,744.73	LFT \$ 6,744.73
39	SANITARY SEWER, 24-INCH TO 36-INCH DIAMETER, P	850	LFT	\$ 21.02	0	LFT	0	LFT \$ -
40	SANITARY SEWER, 42-INCH TO 78-INCH DIAMETER, P	4150	LFT	\$ 20.00	0	LFT	0	LFT \$ -
41	PIPE, SANITARY SEWER, DUCTILE IRON, 8-INCH	260	LFT	\$ 82.00	0	LFT	135.63	LFT \$ 11,121.66
42	PIPE, STORM SEWER, DUCTILE IRON, 12-INCH	584	LFT	\$ 151.25	0	LFT	410.84	LFT \$ 62,139.54
43	PIPE, STORM SEWER, DUCTILE IRON, 18-INCH	29	LFT	\$ 190.00	0	LFT	18.28	LFT \$ 3,473.20
44	PIPE, STORM SEWER, DUCTILE IRON, 24-INCH	95	LFT	\$ 230.00	0	LFT	92	LFT \$ 21,160.00
45	PIPE, STORM SEWER, RCP, 18-INCH	849	LFT	\$ 89.00	0	LFT	475.34	LFT \$ 57,387.20
46	PIPE, STORM SEWER, RCP, 24-INCH	1584	LFT	\$ 121.00	0	LFT	868.15	LFT \$ 134,689.94
47	PIPE, STORM SEWER, RCP, 36-INCH	861	LFT	\$ 200.00	0	LFT	645.38	LFT \$ 129,076.00
48	PIPE SADDLE	32	EACH	\$ 2,780.00	0	EACH	9	EACH \$ 33,360.00
49	FORCEMAIN, SANITARY SEWER, 30-INCH	5230	LFT	\$ 368.00	0	LFT	4577.6	LFT \$ 1,733,202.72
50	FITTINGS, FORCEMAIN, SANITARY SEWER, 30-INCH	15	EACH	\$ 18,190.00	0	EACH	14.22	EACH \$ 261,754.10
51	PLUG VALVE, FORCEMAIN, 30-INCH	2	EACH	\$ 60,200.00	0	EACH	0.09	EACH \$ 111,370.00
52	AIR RELEASE VALVE, 30-INCH	2	EACH	\$ 23,000.00	0	EACH	1.34	EACH \$ 30,820.00
53	SEWER SANITARY LATERAL, TEE CONNECTION	33	EACH	\$ 420.00	0	EACH	19.4	EACH \$ 8,200.00
54	SEWER SANITARY LATERAL, RECONNECT	1700	LFT	\$ 41.00	0	LFT	852.46	LFT \$ 64,461.02
55	SEWER SANITARY CLEANOUT	33	EACH	\$ 725.00	0	EACH	28.64	EACH \$ 25,947.75
56	SEWER SANITARY LATERAL, CIPP	1250	LFT	\$ 193.00	0	LFT	0	LFT \$ -
57	SEWER SANITARY LATERAL, CLEANING OF GREATER	25	EACH	\$ 250.00	0	EACH	0	EACH \$ -
58	SANITARY SEWER MANHOLE, 4-FOOT DIAMETER	9	EACH	\$ 3,600.00	0	EACH	3.14	EACH \$ 14,904.00
59	STANDARD MANHOLE	14	EACH	\$ 3,900.00	0	EACH	8.37	EACH \$ 42,900.00
60	STANDARD MANHOLE, 5-FOOT DIAMETER	12	EACH	\$ 5,620.00	0	EACH	2.85	EACH \$ 31,472.00
61	STANDARD MANHOLE, 6-FOOT DIAMETER	9	EACH	\$ 8,250.00	0	EACH	5	EACH \$ 41,250.00
62	STANDARD MANHOLE, 8-FOOT DIAMETER	2	EACH	\$ 13,200.00	0	EACH	2	EACH \$ 26,400.00
63	STANDARD MANHOLE, 9-FOOT DIAMETER	1	EACH	\$ 6,280.00	0	EACH	1	EACH \$ 6,280.00
64	DOGHOUSE MANHOLE, 8-FOOT DIAMETER	1	EACH	\$ 25,500.00	0	EACH	1	EACH \$ 25,500.00
65	MANHOLE, RECONSTRUCTION	2	EACH	\$ 17,520.00	0	EACH	2	EACH \$ 35,040.00
66	SANITARY MANHOLE, WALL REPAIR	18	EACH	\$ 950.00	0	EACH	12	EACH \$ 12,360.00
67	STANDARD CATCH BASIN	18	EACH	\$ 2,860.00	0	EACH	9.19	EACH \$ 34,606.00
68	SHALLOW INLET, WITH PIPE SADDLE	8	EACH	\$ 6,650.00	0	EACH	1.47	EACH \$ 9,775.50
69	STANDARD MANHOLE, LINED	1	EACH	\$ 4,775.00	0	EACH	0.76	EACH \$ 3,581.25
70	STANDARD CATCH BASIN, LINED	10	EACH	\$ 4,090.00	0	EACH	4.51	EACH \$ 22,535.90
71	AQUASHIELD AQUA-SWIRL CONCENTRATOR, AS-6 B	1	EACH	\$ 38,000.00	0	EACH	1	EACH \$ 38,000.00
72	COMPACTED AGGREGATE NO. 53	7403	SYD	\$ 13.00	0	SYD	966	SYD \$ 36,660.00
73	COMPACTED AGGREGATE NO. 53, UNDISTRIBUTED	5000	SYD	\$ 11.00	0	SYD	2234	SYD \$ 29,249.00
74	HMA SURFACE, TYPE B, 1-1/2-INCH	19738	SYD	\$ 8.50	0	SYD	7641	SYD \$ 89,768.50
75	HMA BINDER, TYPE B, 3-INCH	16527	SYD	\$ 14.45	0	SYD	3101	SYD \$ 107,666.95
76	HMA BASE, TYPE B, 7-INCH	16527	SYD	\$ 37.00	0	SYD	3275	SYD \$ 333,074.00
77	HMA PATCHING	539	SYD	\$ 118.00	0	SYD	97	SYD \$ 14,986.00
78	TEMPORARY ASPHALT	400	SYD	\$ 118.00	0	SYD	0	SYD \$ 16,566.00
79	PCCP FOR APPROACH, 6-INCH	1730	SYD	\$ 114.00	0	SYD	238	SYD \$ 91,200.00
80	PCCP FOR APPROACH, 9-INCH	398	SYD	\$ 133.00	0	SYD	56	SYD \$ 35,511.00
81	CONCRETE SIDEWALK, 4-INCH	20475	SFT	\$ 8.60	0	SFT	3972	SFT \$ 72,248.60
82	CONCRETE SIDEWALK, 6-INCH	36302	SFT	\$ 7.50	0	SFT	6490	SFT \$ 84,307.50
83	CONCRETE SIDEWALK, 9-INCH	2471	SFT	\$ 15.00	0	SFT	200	SFT \$ 14,250.00
84	CURB RAMP, CONCRETE	7668	SFT	\$ 20.00	0	SFT	504	SFT \$ 38,180.00
85	CONCRETE CURB, 6-INCH	573	LFT	\$ 42.00	0	LFT	0	LFT \$ -
86	CONCRETE CURB AND GUTTER	7932	LFT	\$ 28.50	0	LFT	2514	LFT \$ 121,481.25
87	CONCRETE CURB AND GUTTER, MODIFIED	36	LFT	\$ 28.50	0	LFT	0	LFT \$ -
88	LINE, THERMOPLASTIC, STOP BAR	298	LFT	\$ 9.00	0	LFT	0	LFT \$ 1,323.00
89	LINE, THERMOPLASTIC, SOLID, YELLOW, 4-INCH	8828	LFT	\$ 1.00	0	LFT	0	LFT \$ 2,788.00
90	LINE, THERMOPLASTIC, SOLID, WHITE, 4-INCH	286	LFT	\$ 1.00	0	LFT	0	LFT \$ 380.00
91	LINE, THERMOPLASTIC, SOLID, WHITE, 6-INCH	1331	LFT	\$ 2.00	0	LFT	0	LFT \$ 1,520.00
92	TEMPORARY PAVEMENT MARKING, 4-INCH	600	LFT	\$ 1.26	0	LFT	594	LFT \$ 748.44
93	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, (	6	EACH	\$ 120.00	0	EACH	0	EACH \$ 840.00
94	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, (	2	EACH	\$ 120.00	0	EACH	0	EACH \$ 240.00
95	TRANSPORTATION OF SALVAGEABLE SIGNAL EQUIP	1	LS	\$ 500.00	0	LS	1	LS \$ 500.00
96	TRAFFIC SIGNAL EQUIPMENT, REMOVE	1	EACH	\$ 7,500.00	0	EACH	1	EACH \$ 7,500.00
97	HANDHOLE, SIGNAL, TYPE 1	9	EACH	\$ 1,700.00	0	EACH	6	EACH \$ 10,200.00



98	CONDUIT, STEEL, GALVANIZED, 2-INCH	1009	LFT	\$ 40.00	\$ 40,360.00	0	LFT	\$ -	1015	LFT	\$ 40,600.00
99	SIGNAL POLE FOUNDATION, 24-INCH X 24-INCH X 36	4	EACH	\$ 1,200.00	\$ 4,800.00	0	EACH	\$ -	4	EACH	\$ 7,200.00
100	LOOP DETECTOR DELAY COUNTING AMPLIFIER, 2 C	4	EACH	\$ 500.00	\$ 2,000.00	0	EACH	\$ -	4	EACH	\$ 2,000.00
101	PEDESTRIAN PUSH BUTTON, APS	8	EACH	\$ 1,200.00	\$ 9,600.00	0	EACH	\$ -	6.89	EACH	\$ 9,600.00
102	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	8	EACH	\$ 900.00	\$ 7,200.00	0	EACH	\$ -	6.62	EACH	\$ 7,200.00
103	CONTROLLER AND CABINET, SECONDARY, MENU D	1	EACH	\$ 22,000.00	\$ 22,000.00	0	EACH	\$ -	1	EACH	\$ 22,000.00
104	TRAFFIC SIGNAL HEAD, 3 SECTION, 12-INCH	8	EACH	\$ 1,200.00	\$ 9,600.00	0	EACH	\$ -	7.14	EACH	\$ 9,600.00
105	TRAFFIC SIGNAL HEAD, 4 SECTION, 12-INCH	2	EACH	\$ 1,500.00	\$ 3,000.00	0	EACH	\$ -	1.61	EACH	\$ 3,000.00
106	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	3856	LFT	\$ 0.75	\$ 2,892.00	0	LFT	\$ -	0	LFT	\$ 2,689.50
107	SIGNAL CABLE, CONTROL, COPPER, 3C/14GA	594	LFT	\$ 2.50	\$ 1,485.00	0	LFT	\$ -	0	LFT	\$ 2,315.00
108	SIGNAL CABLE, CONTROL, COPPER, 5C/14GA	1516	LFT	\$ 3.00	\$ 4,548.00	0	LFT	\$ -	0	LFT	\$ 3,168.00
109	SIGNAL CABLE, CONTROL, COPPER, 7C/14GA	126	LFT	\$ 3.50	\$ 441.00	0	LFT	\$ -	0	LFT	\$ 315.00
110	SIGNAL CABLE, CONTROL, COPPER, 9C/14GA	702	LFT	\$ 4.00	\$ 2,808.00	0	LFT	\$ -	0	LFT	\$ 2,632.00
111	SIGNAL CABLE, SERVICE, COPPER, 3C/8 GA	38	LFT	\$ 8.00	\$ 304.00	0	LFT	\$ -	0	LFT	\$ 512.00
112	SIGNAL CABLE, DETECTOR LEAD-IN COPPER, 2C/16	1192	LFT	\$ 2.50	\$ 2,980.00	0	LFT	\$ -	0	LFT	\$ 3,835.00
113	SIGNAL DETECTOR HOUSING	8	EACH	\$ 1,600.00	\$ 12,800.00	0	EACH	\$ -	0	EACH	\$ 12,800.00
114	SAW CUT FOR ROADWAY LOOP AND SEALANT	1130	LFT	\$ 14.00	\$ 15,820.00	0	LFT	\$ -	0	LFT	\$ 16,058.00
115	SIGNAL POLE, PEDESTAL, 10-FOOT	4	EACH	\$ 1,500.00	\$ 6,000.00	0	EACH	\$ -	4	EACH	\$ 9,000.00
116	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 30-F	1	EACH	\$ 23,000.00	\$ 23,000.00	0	EACH	\$ -	0.85	EACH	\$ 20,060.60
117	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 35-F	1	EACH	\$ 25,000.00	\$ 25,000.00	0	EACH	\$ -	1	EACH	\$ 25,000.00
118	SIGNAL CANTILEVER STRUCTURE, COMBINATION A	2	EACH	\$ 32,000.00	\$ 64,000.00	0	EACH	\$ -	2	EACH	\$ 64,000.00
119	SIGNAL CANTILEVER STRUCTURE, DRILLED SHAFT	4	EACH	\$ 6,500.00	\$ 26,000.00	0	EACH	\$ -	3	EACH	\$ 19,500.00
120	CONTROLLER CABINET FOUNDATION, P1	1	EACH	\$ 3,500.00	\$ 3,500.00	0	EACH	\$ -	1	EACH	\$ 3,500.00
121	LUMINAIRE, REMOVE AND RELOCATE	2	EACH	\$ 1,300.00	\$ 2,600.00	0	EACH	\$ -	0	EACH	\$ 2,600.00
122	OVERHEAD MOUNTED SIGN	8	EACH	\$ 150.00	\$ 1,200.00	0	EACH	\$ -	0	EACH	\$ -
123	GROUND MOUNTED SIGN	36	EACH	\$ 300.00	\$ 10,800.00	0	EACH	\$ -	0	EACH	\$ -
124	SIGN GROUND MOUNTED, RESET	2	EACH	\$ 100.00	\$ 200.00	0	EACH	\$ -	0	EACH	\$ -
125	SODDING WITH 4-INCH OF TOPSOIL	9582	SYD	\$ 19.00	\$ 182,058.00	0	SYD	\$ -	1716	SYD	\$ 69,939.00
126	GRASSPAVE SYSTEM	527	SFT	\$ 36.00	\$ 18,972.00	0	SFT	\$ -	0	SFT	\$ -
127	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 1.25	46	EACH	\$ 480.00	\$ 22,080.00	0	EACH	\$ -	0	EACH	\$ -
128	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2IN	82	EACH	\$ 585.00	\$ 47,970.00	0	EACH	\$ -	0	EACH	\$ -
129	PLANT, DECIDUOUS TREE, SCREENING, 4-FOOT HEI	9	EACH	\$ 295.00	\$ 2,655.00	0	EACH	\$ -	0	EACH	\$ -
130	WAYFINDING SIGNAGE, TYPE 1	1	LS	\$ 7,500.00	\$ 7,500.00	0	LS	\$ -	0	LS	\$ -
131	WAYFINDING SIGNAGE, TYPE 2	1	LS	\$ 4,000.00	\$ 4,000.00	0	LS	\$ -	0	LS	\$ -
132	WAYFINDING SIGNAGE, TYPE 3	10	EACH	\$ 1,500.00	\$ 15,000.00	0	EACH	\$ -	0	EACH	\$ -
133	FENCE, REMOVE AND RESET	20	LFT	\$ 187.00	\$ 3,740.00	0	LFT	\$ -	0	LFT	\$ -
134	PRE-CAST WHEEL STOP, CONCRETE	21	EACH	\$ 125.00	\$ 2,625.00	0	EACH	\$ -	0	EACH	\$ -
135	WWTP FORCEMAIN CONNECTION	1	LS	\$ 115,000.00	\$ 115,000.00	0	LS	\$ -	0.35	LS	\$ 40,250.00
136	FORCEMAIN BYPASS CONNECTION	1	LS	\$ 120,000.00	\$ 120,000.00	0	LS	\$ -	0.41	LS	\$ 49,200.00
137	CONTINGENCY ALLOWANCE	1	AL	\$ 100,000.00	\$ 100,000.00	0	AL	\$ -	0.8804	AL	\$ 97,100.00
138	SITE RESTORATION ALLOWANCE	1	AL	\$ 20,000.00	\$ 20,000.00	0	AL	\$ -	0	AL	\$ -
139	CONTAMINATED SOIL REMOVAL ALLOWANCE	1	AL	\$ 75,000.00	\$ 75,000.00	0	AL	\$ -	0.0394	AL	\$ 2,955.00
140	UNSUITABLE SOIL ALLOWANCE	200	TON	\$ 27.00	\$ 5,400.00	0	TON	\$ -	0	TON	\$ 13,149.00
141	STRUCTURE BACKFILL ALLOWANCE	450	CYS	\$ 26.30	\$ 11,835.00	0	CYS	\$ -	47	CYS	\$ 10,388.50
142	MOBILIZATION AND DEMOBILIZATION (DIVISION II), M	1	LS	\$ 40,000.00	\$ 40,000.00	0	LS	\$ -	0.27	LS	\$ 16,000.00
143	CONSTRUCTION STAKING (DIVISION II)	1	LS	\$ 15,000.00	\$ 15,000.00	0	LS	\$ -	0.2	LS	\$ 7,500.00
144	POLLUTION PREVENTION AND EROSION CONTROL (	1	LS	\$ 30,210.00	\$ 30,210.00	0	LS	\$ -	0.27	LS	\$ 12,084.00
145	POTHOLE SERVICE (CUSTOMER)	97	EACH	\$ 875.00	\$ 84,875.00	0	EACH	\$ -	83	EACH	\$ 75,250.00
146	1-INCH SERVICE RESIDENTIAL (CUSTOMER)	94	EACH	\$ 2,450.00	\$ 230,300.00	0	EACH	\$ -	21.79	EACH	\$ 77,346.50
147	1-1/2-INCH SERVICE COMMERCIAL (CUSTOMER)	3	EACH	\$ 5,350.00	\$ 16,050.00	0	EACH	\$ -	0.3	EACH	\$ 1,605.00
148	WATER CONNECTION INSIDE RESIDENCE (CUSTOM	97	EACH	\$ 1,760.00	\$ 170,720.00	0	EACH	\$ -	14	EACH	\$ 45,760.00
149	FLUSHING AND SAMPLING - INITIAL FLUSHING (CUS	97	EACH	\$ 70.00	\$ 6,790.00	0	EACH	\$ -	8	EACH	\$ 1,820.00
150	FLUSHING AND SAMPLING - FOLLOWING - UP FLUSH	97	EACH	\$ 50.00	\$ 4,850.00	0	EACH	\$ -	0	EACH	\$ -
151	ELECTRICAL INSPECTION (CUSTOMER)	97	EACH	\$ 100.00	\$ 9,700.00	0	EACH	\$ -	14	EACH	\$ 2,600.00
152	ELECTRICAL RE-GROUNDING (CUSTOMER)	97	EACH	\$ 100.00	\$ 9,700.00	0	EACH	\$ -	26	EACH	\$ 2,600.00
153	LEAD SERVICE LINE SITE RESTORATION (CUSTOME	1	AL	\$ 100,000.00	\$ 100,000.00	0	AL	\$ -	0.225	AL	\$ 41,590.00
154	LEAD SERVICE LINE RESTORATION, INTERIOR (CUS	1	AL	\$ 100,000.00	\$ 100,000.00	0	AL	\$ -	0.0069	AL	\$ 690.00
CO #1	WORK INTERRUPTED BY CITY	1	LS	\$ 17,797.38	\$ 17,797.38	0	LS	\$ -	0	LS	\$ 17,797.38
CO #2	Mobilization for MH-00009243 & MH-00001725	1	LS	\$ 144,000.00	\$ 144,000.00	0	LS	\$ -	1	LS	\$ 144,000.00
CO #2	Replace MH-00009243	1	LS	\$ 153,000.00	\$ 153,000.00	0	LS	\$ -	1	LS	\$ 153,000.00
CO #2	Replace MH-00001725	1	LS	\$ 111,000.00	\$ 111,000.00	0	LS	\$ -	0	LS	\$ 111,000.00
CO #2	ConShield Manhole Additive	1	EACH	\$ 2,925.00	\$ 2,925.00	0	EACH	\$ -	2	EACH	\$ 5,850.00
CO #3	Signal Cantilever Structure, Single Arm 45ft.	1	EACH	\$ 45,325.00	\$ 45,325.00	0	EACH	\$ -	1	EACH	\$ 45,325.00
CO #3	Signal Cantilever Structure, Drilled Shaft Foundation	1	EACH	\$ 11,280.00	\$ 11,280.00	0	EACH	\$ -	1	EACH	\$ 11,280.00
CO #3	Service, Signal	1	EACH	\$ 6,460.00	\$ 6,460.00	0	EACH	\$ -	1	EACH	\$ 6,460.00
Total					\$ 12,358,046.38		\$ 18,110.98		\$ 7,720,534.47		
GROSS AMOUNT DUE										\$ 7,720,534.47	
TOTAL RETAINAGE TO DATE										\$ 386,026.72	
GROSS MINUS RETAINAGE										\$ 7,334,507.75	
LESS PREVIOUS PAYMENTS										\$ 7,317,302.32	
AMOUNT DUE THIS APPLICATION										\$ 17,205.43	

**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 8-12, 20 25

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 3/25, 20 25

BY ENGINEER






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## MEMORANDUM

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Date March 18, 2025  
To Mike Machlan, Board of Works President  
From Laura Kolo, Utility Services Manager   
RE Final Pay Application to for painting Benham Water Tower

Public Works is respectfully requesting approval of final pay application to Viking Painting LLC for painting the Benham Water Tower in the amount of \$90,118.64.



ENGINEERS' JOINT CONTRACT  
DOCUMENTS COMMITTEE

### Contractor's Application for Payment No. 3R Final

Application Period: 9/1/24 thru 9/25/24	Application Date: 2/7/2025
To: City of Elkhart, Indiana (Owner)	From (Contractor): Viking Painting, LLC
Project: Benham Water Tower Rehabilitation	Contract: Benham Water Tower Rehabilitation
Owner's Contract No.: WA7597	Contractor's Project No.: 109560
	Engineer's Project No.:

#### Application For Payment Change Order Summary


Approved Change Orders	1. ORIGINAL CONTRACT PRICE	\$ 5530,103.00
Number	2. Net change by Change Orders	\$ -588,116.36
1	3. Current Contract Price (Line 1 & 2)	\$ 5441,983.64
	4. TOTAL COMPLETED AND STORED TO DATE	
	(Column F total on Progress Estimates)	\$ 5441,983.64
	5. RETAINAGE:	
	a. X \$505,100.00 Work Completed	\$
	b. 5% X Stored Material	\$
	c. Total Retainage (Line 5.a + Line 5.b)	\$
	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$ 5441,983.64
TOTALS	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 5351,865.00
NET CHANGE BY	8. AMOUNT DUE THIS APPLICATION	\$ 590,118.64
CHANGE ORDERS	9. BALANCE TO FINISH, PLUS RETAINAGE	
	(Column G total on Progress Estimates + Line 5.c above)	\$

#### Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:  
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.  
(2) Title to all Work, 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, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances), and  
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

#### Contractor Signature

By:  Date: 2/7/2025

Payment of: \$ 590,118.64  
(Line 8 or other - attach explanation of the other amount)  
is recommended by:  2/25/2025  
(Engineer) (Date)  
Payment of: \$ 90,118.64  
(Line 8 or other - attach explanation of the other amount)  
is approved by: \_\_\_\_\_ (Owner) (Date)  
Approved by: \_\_\_\_\_ (Funding or Financing Entity (if applicable)) (Date)



# Progress Estimate - Unit Price Work

# Contractor's Application

For (Project): Benham Water Tower Rehabilitation							Application Number: JR Final				
Application Period: 9/1/24 thru 9/25/24							Application Date: 2/7/2025				
A					B	C	D	E	F		
Item		Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
Item No.	Description	Item Quantity	Units	Unit Price							Total Value of Item (\$)
1	Foundation Spill Repair	5	SFT	\$500.00	\$2,500.00	5	\$2,500.00		\$2,500.00	100.0%	
2	Riser Manway	1	LSUM	\$14,000.00	\$14,000.00	1	\$14,000.00		\$14,000.00	100.0%	
3	Riser Tie Band Replacement	1	LSUM	\$8,500.00	\$8,500.00	1	\$8,500.00		\$8,500.00	100.0%	
4	Fall Prevention Device	1	LSUM	\$7,300.00	\$7,300.00	1	\$7,300.00		\$7,300.00	100.0%	
5	Sidewall Platform	1	LSUM	\$26,400.00	\$26,400.00	1	\$26,400.00		\$26,400.00	100.0%	
6	Vandal Guard	1	LSUM	\$3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	100.0%	
7	Balcony Access Modification	1	LSUM	\$2,800.00	\$2,800.00	1	\$2,800.00		\$2,800.00	100.0%	
8	Seal the Roof to Sidewall Connection	1	LSUM	\$17,500.00	\$17,500.00	1	\$17,500.00		\$17,500.00	100.0%	
9	Sample Tap	1	LSUM	\$2,000.00	\$2,000.00	1	\$2,000.00		\$2,000.00	100.0%	
10	Pit Welding	100	SQ IN	\$40.00	\$4,000.00	100	\$4,000.00		\$4,000.00	100.0%	
11	Exterior Overcoat	1	LSUM	\$184,700.00	\$184,700.00	1	\$184,700.00		\$184,700.00	100.0%	
12	Lettering & Logo	1	LSUM	\$12,000.00	\$12,000.00	1	\$12,000.00		\$12,000.00	100.0%	
13	Wet Interior Paint	1	LSUM	\$209,000.00	\$209,000.00	1	\$209,000.00		\$209,000.00	100.0%	
14	Seams Sealer	1	LSUM	\$4,900.00	\$4,900.00	1	\$4,900.00		\$4,900.00	100.0%	
15	Valve Vault Piping Repair	1	LSUM	\$6,500.00	\$6,500.00	1	\$6,500.00		\$6,500.00	100.0%	
16	Contingency Allowance	1	AL	\$25,000.00	\$25,000.00						\$25,000.00
1	Deduct	1	AL	-\$63,116.36	-\$63,116.36	1			-\$63,116.36	100.0%	
1	Contingency Unused	1	LS	-\$25,000.00	-\$25,000.00						-\$25,000.00
Totals					\$441,983.64		\$505,100.00		\$441,983.64	100.0%	



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

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**DATE:** April 1, 2025  
**TO:** Board of Public Works  
**FROM:** Martin Noffsinger, Utility Network Manager *MN*  
**RE:** **2025 Spring Watermain Flushing**

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The Elkhart Public Utilities will begin the 2025 spring watermain flushing on Sunday April 27th at 6:00 a.m. and will continue through Tuesday May 13<sup>th</sup> at 3:00 p.m. Operations will begin daily at 6:00 a.m. and continue until darkness in some areas.

Please find attached the flushing schedule, a press release, and an overview map for your review.

It is requested the BOW take the following action:

**Approve the 2025 Spring Watermain Flushing schedule**



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

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**MEMORANDUM**

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**Date:** March 27, 2025

**To:** Board of Public Works

**From:** Matt Hoglebe, Public Works: Operations

**Re:** Permission to Bid #25-13 Bulk Chemicals for Water & Wastewater Treatment

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The Public Works Operations Department requests permission of bid documents and authorization to advertise and accept bids for Bid # 25-13, 2025 Bulk Chemicals for Water & Wastewater Treatment.

The bid specifications will be for the supply & delivery of bulk chemicals for treatment of the Elkhart City municipal water system, and the Elkhart City Wastewater treatment plant.

Funding for this contract will come from the Water Operations budget under budget line 6101-5-733-61800000, and the Wastewater Operations budget under budget line 6201-5-813-7180000.



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

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Date March 11, 2025  
To Mike Machlan, Board of Works President  
From Steve Brown, Pretreatment Manager *SB*  
RE BD Industries – Industrial Wastewater Discharge Permit # 88-03

On January 14, 2025, Pretreatment Staff conducted routine monitoring at BD Industries' end-of-process sampling location.

A composite sample analyzed by our lab showed a lead concentration of 1.45 mg/L, exceeding the daily maximum limit.

- To verify the result, the sample was sent to the Public Works & Utility contract lab, which reported a lead concentration of 1.41 mg/L.
- The combined daily maximum result was 1.43 mg/L.
- The daily maximum lead limit for BD Industries is 0.67 mg/L at their end-of-process.

Per the Enforcement Response Plan:

- Discharging wastewater containing parameters in excess of established limits, recommended penalty \$250.
- Violation exceeding 20% of the limit shall be assessed an additional, recommended penalty \$250.
- The recorded result of 1.43 mg/L represents a 113.43% increase from the established limit.

Total recommended penalty: \$500

Please find BD Industries – Permit # 88-03 in violation of their Industrial Wastewater Discharge Permit limit for lead and assign a penalty of \$500.

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 March 25, 2025  
To Board of Public Works  
From Bryan Cress, Regulatory Compliance Manager *BCC*  
RE Update to Section 7.0 of the Guide to Wastewater Utility Policies

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**Elkhart Public Works and Utilities respectfully requests the Board of Public Works approve the attached update to Section 7.0 of the Guide to Wastewater Utility Policies.** Federal regulation generally requires "flow proportional" samples to be taken from significant industrial users. Flow proportional means that the wastewater sample volumes are proportional to the volume of wastewater being discharged. Flow proportional sampling requires a wastewater discharge meter. Federal regulation allows for sampling to not be flow proportional when the wastewater discharged from the significant industrial user is very consistent because it will not impact the sample results. This proposed policy establishes how the Utility will determine that a significant industrial user's discharge is consistent and does not require a meter. The Utility also modified language in this policy section to remove redundant language.

The new policy, old policy, and a redlined version of the policy are attached to this memo.

## Section 7.0 Meters

### 7.1 Significant Industrial User Metering Requirements

The Director shall require all significant industrial users ("SIUs") to maintain a discharge Meter at each point of connection to the POTW to allow for flow-proportional sampling and to verify wastewater discharge quantities unless an exemption is granted in accordance with 7.1.2. Additionally, the Director shall require each categorical industrial user to maintain a discharge Meter at the end of each process subject to a categorical pretreatment standard unless an exemption is granted in accordance with 7.1.2. The Director shall verify that the Utility does not object to the type of discharge Meter to be used at a particular location and its configuration. Discharge Meters that meet the specification described in 7.1.1 shall generally be acceptable except where the Director finds the device unreliable or otherwise unsuitable.

#### 7.1.1 The Director shall generally require all meters to:

- (a) Read in gallons; and
- (b) Measure all of the Wastewater being discharged into the point of connection with the POTW or from a process subject to a categorical pretreatment standard ; and
- (c) Must be capable of outputting a signal usable by the Utility's sampling equipment at the associated sampling location; and
- (d) Be a magnetic flow Meter; or
- (e) Be a non-contact discharge Meter with radar level technology and a flume, typically located in a control/metering manhole.

#### 7.1.2 The Director's determination that an SIU's point of connection to the POTW does not require a discharge meter shall be based on the following:

- (a) Where a facility has multiple points of connection to the POTW, the Director shall require the SIU to verify the Wastewater flows from each point of generation in the facility to each point of connection to the POTW. Methods for verifying can include, dye tracing, Sewer televising, tracing observable piping, or other methods approved by the Director.
- (b) The Director may grant an exemption for a point of connection that is verified in accordance with 7.1.2(a) to only include Wastewater from



a restroom(s) and/or a breakroom(s) without meeting the requirements of 7.1.1(c) and 7.1.1(d).

(c) Except as described in Section 7.1.2 (b), the Director shall not grant an exemption when the SIU:

- (1) Utilizes private wells that ultimately discharge to the POTW;
- (2) Claims and desires a bill credit for significant evaporation;
- (3) Has cooling towers, boilers, or water treatment systems except for where water losses or additions from such system are de minimis (up to two percent (2%) of average daily flow);
- (4) Has large quantities of water going into product;
- (5) Discharges Wastewater in batches; or
- (6) Has multiple points of connection to the POTW.

(d) Except as described in Section 7.1.2 (b), the Director may not grant an SIU an exemption unless the SIU demonstrates that time-proportional sampling is acceptable, as described below. For the purposes of this section, the operating day is considered the production time, plus any other regularly conducted cleaning, maintenance, or other related activities that could result in industrial discharge within a calendar day. Either the flow must be proven to be constant or the concentration of pollutants having a limit in the SIUs Industrial Wastewater Discharge Permit must be proven to be constant.

(1) The Director will consider the flow constant for a point of discharge to the POTW if at that point of discharge to the POTW the SIU demonstrates, using equipment acceptable to the Director, that:

- (i) The flow rate for eighty-seven and a half percent (87.5%) of hours in an operating day is within plus or minus fifteen percent ( $\pm 15\%$ ) of the average flow rate per hour for the operating day for 25 days in a consecutive 30 operating day test period;
- (ii) The flow rate for every hour in each operating day is within plus or minus thirty percent ( $\pm 30\%$ ) of the

average flow rate per hour for the operating day for all days in a 30 day test period; and

- (iii) Where the Director determines, based on evidence supplied by the SIU, that the Meter used for determining the wastewater flow rate was not working correctly, the flow rate for the impacted hours in the operating day will be assumed, for the hours in which the Meter was not working, to not be within plus or minus fifteen percent ( $\pm 15\%$ ) of the average flow rate but within plus or minus thirty percent ( $\pm 30\%$ ) of the average flow rate.

- (2) The Director will determine that the concentration of pollutants are consistent if the following apply:

- (i) The SIU has not had a violation in the last five (5) years of a discharge limitation listed in the SIU's Industrial Wastewater Discharge Permit; and

- (ii) The SIU conducts special sampling, meeting the following requirements:

- (A) The sampling must include two rounds of grab samples each day over four consecutive days with each round of samples analyzed for every parameter listed as a composite sample in the SIU's Industrial Wastewater Discharge Permit. The samples must be collected as follows unless the Director approves changes to the sampling where the Director finds that changes will aid in producing a better understand of pollutant concentrations:

- a. Divide the typical operating day into eight even periods;
- b. The first round of grab samples must be collected on the first day at the end of the first period;



- c. The second round of grab sample must be collected on the first day at the end of the fifth period;
  - d. The third round of grab samples must be collected on the second day at the end of the second period;
  - e. The fourth round of grab samples must be collected on the second day at the end of the sixth period;
  - f. The fifth round of grab samples must be collected on the third day at the end of the third period;
  - g. The sixth round of grab samples must be collected on the third day at the end of the seventh period;
  - h. The seventh round of grab samples must be collected on fourth day at the end of the fourth period; and
  - i. The eighth round of grab samples must be collected on the fourth day at the end of the eight period.
- (iii) Sampling and analysis must be in accordance with the SIU's Industrial Wastewater Discharge Permit other than collecting the samples as grab samples.
  - (iv) The report must include the mean and standard deviation for each parameter. For results where the parameter was not detected, one half of the detection limit must be used for that result to calculate the mean and standard deviation.
  - (v) The concentration of pollutants is considered to be constant if:
    - (A) The mean plus two standard deviations is less than the discharge limits listed in the SIU's

Industrial Wastewater Discharge Permit for each parameter; or

- (B) If the standard deviation of the sampling results for each parameter is equal to 30% or less of the mean of the results for that parameter.

7.1.3 The Director may revoke an exemption for good cause, including, but not limited to, the following reasons:

- (a) Failure to meet discharge limitations listed in the SIU's permit;
- (b) Changes to the Wastewater discharged by the SIU;
- (c) Changes to the operations of the SIU;
- (d) Errors, misrepresentations, or failures to fully disclose all relevant facts about Wastewater, operations, and connections to the POTW;
- (e) Tampering with monitoring equipment; and
- (f) Refusing to allow the Director timely access to the facility premises and records.

## 7.2 Single Meter Serving More than One User

The Utility shall establish one account in the Property's Owners name where two or more premises discharge Wastewater into the POTW and are served by a single Meter.

## 7.3 Meter Approval for Billing Purposes

7.3.1 The Director may require an industrial or commercial user to install a discharge Meter(s) or replace an existing discharge Meter(s) where the Director finds that an existing discharge Meter(s), water Meter(s), or a water Meter(s) in combination with a subtract Meter(s) is either not sufficiently reliable for billing purposes or is not compatible with the Utility's wireless billing equipment. Director shall verify that the Utility does not object to the type of discharge Meter to be used at a particular location and its configuration. Discharge Meters that meet the specification described in 7.3.2 shall generally be acceptable except where the Director finds the device unreliable or otherwise unsuitable.

7.3.2 All Meters are generally required to:

- (a) Read in gallons; and



- (b) Be capable of outputting a signal usable by the Utility's wireless billing equipment. The signal must be transmitted to a location so that, when connected to the Utility's wireless billing equipment, the Utility's receivers are able to read the signal from outside the premises of the Industrial or Commercial user; and
- (c) Be a magnetic flow Meter; or
- (d) Be a non-contact discharge Meter with radar level technology and a flume, typically located in a control/metering manhole, that is acceptable to the Director.
- (e) Be a non-contact discharge Meter with radar level technology and a flume, typically located in a control/metering manhole.

#### 7.4 Registering Inaccuracy

In accordance with the Wastewater Utility Rate Ordinance, the Utility may require a Meter to be tested if the Utility suspects that the Meter is not registering accurately. A billing adjustment shall be made for the difference during the time of the malfunction up to a period of one year if the Meter is found to not be registering accurately as defined by industry standards or manufacturer guidance. If a Meter is found not to register for any period, the Utility shall estimate the charge for the Wastewater discharged to the POTW based on previous, representative discharges.

Section 7.0 Meters

7.1 The Wastewater rates and charges shall be based on the quantity of water used or Wastewater discharged as measured by a Utility approved meter used on or in the premises.

7.2 Single Meter Serving More than One User

In the event two or more premises discharge Wastewater into the POTW, and are served by a single meter, the account shall be established and remain in the property owner's name.

7.3 Meters Installed to Quantify Effluent Flow

All industrial and commercial Users may be required use a water meter, discharge meter, or a water meter in combination with a subtract meter to determine the flow of wastewater entering the POTW for the purpose of billing. This may include but is not limited to:

Subtract meters	Irrigation meters
Influent process meters	Domestic meters
Effluent process meters	Well water meters
Sewer consumption meter	

7.3.1 It is the responsibility of the User, not the Utility, to ensure that the proposed type of meter selected is appropriate to their specific application. The Utility shall approve all new and replacement meters and their configuration prior to installation. In the event there is a dispute regarding meters used to quantify effluent flow, the User may appeal in writing to the Board.

7.3.3 Industrial meters not of Utility approval shall be subject to mandatory replacement upon failure. New meters and meter configurations not approved by the Utility shall also be subject to mandatory replacement.

7.3.4 The User shall pay for any required metering device and it shall remain the property and responsibility of the User. The meter shall be subject to the same rules and regulations which govern the meters of the Utility.

7.3.5 All new meters, including replacement meters, shall be required to read in gallons.



7.4 Mandatory Meter Testing

All meter testing and calibration results and methods must be submitted to the Utility. The costs of mandatory testing and calibration are the responsibility of the User. All non-residential water meters greater than 2" shall be tested and calibrated every 4 years in accordance with American Water Works Association M6 schedule. All other meters shall be tested and calibrated according to the manufacturer's specifications, but not less than every four years.

7.5 Utility Request

The Utility may require that a User's meter be tested if it suspects that the meter is not registering accurately. If the meter is registering outside the acceptable limits, a billing adjustment shall be made for the difference during the time of the malfunction up to a period of one year. If a meter is found not to register for any period, the Utility shall estimate the charge for the water used.

If a meter is found to be reading within the accuracy limits the Utility will pay for the cost of the test.

7.6 Documentation

The User must supply the following to the Utility unless otherwise specified by the Director:

- 7.6.1 Manufacturer's specifications indicating use restrictions, operating environment, testing tolerances, testing procedures, and testing frequency.
- 7.6.2 Initial testing and calibration results and all subsequent meter testing and calibration results.
- 7.6.3 Maintenance and calibration records.
- 7.6.4 Meter Information including but not limited to make, model, serial number, and MXU number.

## Section 7.0 Meters

~~7.1—The Wastewater rates and charges shall be based on the quantity of water used or Wastewater discharged as measured by a Utility approved meter used on or in the premises.~~

### 7.1 7.2—Significant Industrial User Metering Requirements

The Director shall require all significant industrial users (“SIUs”) to maintain a discharge Meter at each point of connection to the POTW to allow for flow-proportional sampling and to verify wastewater discharge quantities unless an exemption is granted in accordance with 7.1.2. Additionally, the Director shall require each categorical industrial user to maintain a discharge Meter at the end of each process subject to a categorical pretreatment standard unless an exemption is granted in accordance with 7.1.2. The Director shall verify that the Utility does not object to the type of discharge Meter to be used at a particular location and its configuration. Discharge Meters that meet the specification described in 7.1.1 shall generally be acceptable except where the Director finds the device unreliable or otherwise unsuitable.

#### 7.1.1 The Director shall generally require all meters to:

- (a) Read in gallons; and
- (b) Measure all of the Wastewater being discharged into the point of connection with the POTW or from a process subject to a categorical pretreatment standard ; and
- (c) Must be capable of outputting a signal usable by the Utility’s sampling equipment at the associated sampling location; and
- (d) Be a magnetic flow Meter; or
- (e) Be a non-contact discharge Meter with radar level technology and a flume, typically located in a control/metering manhole.

#### 7.1.2 The Director’s determination that an SIU’s point of connection to the POTW does not require a discharge meter shall be based on the following:

- (a) Where a facility has multiple points of connection to the POTW, the Director shall require the SIU to verify the Wastewater flows from each point of generation in the facility to each point of connection to the POTW. Methods for verifying can include, dye tracing, Sewer televising, tracing observable piping, or other methods approved by the Director.



- (b) The Director may grant an exemption for a point of connection that is verified in accordance with 7.1.2(a) to only include Wastewater from a restroom(s) and/or a breakroom(s) without meeting the requirements of 7.1.1(c) and 7.1.1(d).
- (c) Except as described in Section 7.1.2 (b), the Director shall not grant an exemption when the SIU:
- (1) Utilizes private wells that ultimately discharge to the POTW;
  - (2) Claims and desires a bill credit for significant evaporation;
  - (3) Has cooling towers, boilers, or water treatment systems except for where water losses or additions from such system are de minimis (up to two percent (2%) of average daily flow);
  - (4) Has large quantities of water going into product;
  - (5) Discharges Wastewater in batches; or
  - (6) Has multiple points of connection to the POTW.
- (d) Except as described in Section 7.1.2 (b), the Director may not grant an SIU an exemption unless the SIU demonstrates that time-proportional sampling is acceptable, as described below. For the purposes of this section, the operating day is considered the production time, plus any other regularly conducted cleaning, maintenance, or other related activities that could result in industrial discharge within a calendar day. Either the flow must be proven to be constant or the concentration of pollutants having a limit in the SIUs Industrial Wastewater Discharge Permit must be proven to be constant.
- (1) The Director will consider the flow constant for a point of discharge to the POTW if at that point of discharge to the POTW the SIU demonstrates, using equipment acceptable to the Director, that:
- (i) The flow rate for eighty-seven and a half percent (87.5%) of hours in an operating day is within plus or minus fifteen percent ( $\pm 15\%$ ) of the average flow rate per hour for the operating day for 25 days in a consecutive 30 operating day test period;

(ii) The flow rate for every hour in each operating day is within plus or minus thirty percent ( $\pm 30\%$ ) of the average flow rate per hour for the operating day for all days in a 30 day test period; and

(iii) Where the Director determines, based on evidence supplied by the SIU, that the Meter used for determining the wastewater flow rate was not working correctly, the flow rate for the impacted hours in the operating day will be assumed, for the hours in which the Meter was not working, to not be within plus or minus fifteen percent ( $\pm 15\%$ ) of the average flow rate but within plus or minus thirty percent ( $\pm 30\%$ ) of the average flow rate.

(2) The Director will determine that the concentration of pollutants are consistent if the following apply:

(i) The SIU has not had a violation in the last five (5) years of a discharge limitation listed in the SIU's Industrial Wastewater Discharge Permit; and

(ii) The SIU conducts special sampling, meeting the following requirements:

(A) The sampling must include two rounds of grab samples each day over four consecutive days with each round of samples analyzed for every parameter listed as a composite sample in the SIU's Industrial Wastewater Discharge Permit. The samples must be collected as follows unless the Director approves changes to the sampling where the Director finds that changes will aid in producing a better understand of pollutant concentrations:

a. Divide the typical operating day into eight even periods;



- b. The first round of grab samples must be collected on the first day at the end of the first period;
  - c. The second round of grab sample must be collected on the first day at the end of the fifth period;
  - d. The third round of grab samples must be collected on the second day at the end of the second period;
  - e. The fourth round of grab samples must be collected on the second day at the end of the sixth period;
  - f. The fifth round of grab samples must be collected on the third day at the end of the third period;
  - g. The sixth round of grab samples must be collected on the third day at the end of the seventh period;
  - h. The seventh round of grab samples must be collected on fourth day at the end of the fourth period; and
  - i. The eighth round of grab samples must be collected on the fourth day at the end of the eight period.
- (iii) Sampling and analysis must be in accordance with the SIU's Industrial Wastewater Discharge Permit other than collecting the samples as grab samples.
- (iv) The report must include the mean and standard deviation for each parameter. For results where the parameter was not detected, one half of the detection limit must be used for that result to calculate the mean and standard deviation.

(v) The concentration of pollutants is considered to be constant if:

(A) The mean plus two standard deviations is less than the discharge limits listed in the SIU's Industrial Wastewater Discharge Permit for each parameter; or

(B) If the standard deviation of the sampling results for each parameter is equal to 30% or less of the mean of the results for that parameter.

7.1.3 The Director may revoke an exemption for good cause, including, but not limited to, the following reasons:

(a) Failure to meet discharge limitations listed in the SIU's permit;

(b) Changes to the Wastewater discharged by the SIU;

(c) Changes to the operations of the SIU;

(d) Errors, misrepresentations, or failures to fully disclose all relevant facts about Wastewater, operations, and connections to the POTW;

(e) Tampering with monitoring equipment; and

(f) Refusing to allow the Director timely access to the facility premises and records.

#### 7.17.2 Single Meter Serving More than One User

~~In the event~~The Utility shall establish one account in the Property's Owners name where two or more premises discharge Wastewater into the POTW, and are served by a single meter, ~~the account shall be established and remain in the property owner's name.~~ Meter.

#### 7.3 Meters Installed to Quantify Effluent Flow

##### 7.3 All-Meter Approval for Billing Purposes

The Director may require an industrial ~~and/or~~ commercial ~~Users may be required use~~user to install a water meter, ~~discharge meter,~~Meter(s) or replace an existing discharge Meter(s) where the Director finds that an existing discharge Meter(s), water Meter(s), or a water meterMeter(s) in combination with a subtract meter ~~to determine the flow of wastewater entering the POTW for the purpose of billing. This may include but~~Meter(s) is either not limited to:

Subtract meters

Irrigation meters



~~Influent process meters~~ Domestic meters  
~~Effluent process meters~~ Well water meters  
Sewer consumption meter

~~7.1.17.3.1~~ ~~7.3.1~~ ~~Its sufficiently reliable for billing purposes or is the responsibility of the User, not compatible with the Utility's wireless billing equipment. Director shall verify that the Utility, does not object to ensure that the proposed type of meter selected is appropriate to their specific application. The Utility shall approve all new and replacement meters and their discharge Meter to be used at a particular location and its configuration prior to installation. In the event there is a dispute regarding meters used to quantify effluent flow, the User may appeal in writing to the Board. Discharge Meters that meet the specification described in 7.3.2 shall generally be acceptable except where the Director finds the device unreliable or otherwise unsuitable.~~

~~7.3.2~~ ~~7.3.3~~ ~~Industrial meters not of~~ All Meters are generally required to:

- ~~(a)~~ Read in gallons; and
- ~~(b)~~ Be capable of outputting a signal usable by the Utility's wireless billing equipment. The signal must be transmitted to a location so that, when connected to the Utility's wireless billing equipment, the Utility's receivers are able to read the signal from outside the premises of the Industrial or Commercial user; and
- ~~(c)~~ Be a magnetic flow Meter; or
- ~~(d)~~ Be a non-contact discharge Meter with radar level technology and a flume, typically located in a control/metering manhole, that is acceptable to the Director.
- ~~(e)~~ Be a non-contact discharge Meter with radar level technology and a flume, typically located in a control/metering manhole.

#### 7.4 Registering Inaccuracy

Utility approval shall be subject to mandatory replacement upon failure. New meters and meter configurations not approved by the Utility shall also be subject to mandatory replacement.

~~7.3.4 The User shall pay for any required metering device and it shall remain the property and responsibility of the User. The meter shall be subject to the same rules and regulations which govern the meters of the Utility.~~

~~7.3.5 All new meters, including replacement meters, shall be required to read in gallons.~~

#### ~~7.4~~ Mandatory Meter Testing

~~All meter testing and calibration results and methods must be submitted to the Utility. The costs of mandatory testing and calibration are the responsibility of the User. All non-residential water meters greater than 2" shall be tested and calibrated every 4 years in accordance with American Water Works Association M6 schedule. All other meters shall be tested and calibrated according to the manufacturer's specifications, but not less than every four years.~~

#### ~~7.5~~ Utility Request

~~In accordance with the Wastewater Utility Rate Ordinance, T~~the Utility may require that a User's meter be tested if it suspects that the ~~meter~~Meter is not registering accurately. ~~If the meter is registering outside the acceptable limits, a~~A billing adjustment shall be made for the difference during the time of the malfunction up to a period of one year. if the Meter is found to not be registering accurately as defined by industry standards or manufacturer guidance. If a ~~meter~~Meter is found not to register for any period, the Utility shall estimate the charge for the ~~water used~~Wastewater discharged to the POTW based on previous, representative discharges.

~~If a meter is found to be reading within the accuracy limits the Utility will pay for the cost of the test.~~

#### ~~7.6~~ Documentation

~~The User must supply the following to the Utility unless otherwise specified by the Director:~~

~~7.6.1 Manufacturer's specifications indicating use restrictions, operating environment, testing tolerances, testing procedures, and testing frequency.~~

~~7.6.2 Initial testing and calibration results and all subsequent meter testing and calibration results.~~

~~7.6.3 Maintenance and calibration records.~~



~~7.6.4 Meter Information including but not limited to make, model, serial number,  
and MXU number.~~

Rod Roberson  
Mayor

229 S. Second St.  
Elkhart, Indiana 46516

Fax: 574.522.6794  
Tel: 574.294.5471 Ext. 1057

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



*Department of Law*

John M. Espar  
Corporation Counsel

Rose Rivera  
City Attorney

Kevin Davis  
Deputy City Attorney

Maggie Marnocha  
Assistant City Attorney

Elizabeth Turner  
Maria L. Leon  
Paralegals

---

## MEMORANDUM

---

**DATE:** March 26, 2025

**TO:** Board of Public Works

**FROM:** John M. Espar

**RE:** Laredo Agreement – Regarding Use of Online Access to Real Estate Records

The Department of Law requests that the Board of Public Works approve the attached *Laredo Agreement – Regarding Use of Online Access to Real Estate Records* between the City of Elkhart Department of Law and the Elkhart County Recorder. The agreement grants the Department of Law access to the legal instruments recorded by the County Recorder which affect or relate to real property in Elkhart County.

This Board previously approved a *Laredo Agreement* which afforded the Law Department access to the County Recorder records. The new agreement reflects a ten-dollar (\$10.00) increase to the subscription and an initial three-month commitment. All other terms remain the same, including the right of either party to terminate at any time, following the commitment period.

It is requested that the Board of Public Works:

**Approve the Laredo Agreement between the City of Elkhart Department of Law and Elkhart County Recorder for online access to the county's real estate records.**



*Elkhart County Recorder's Office*

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March 19, 2025

Dear City of Elkhart Department of Law,

This letter is to inform you that, effective May 1<sup>st</sup>, 2025, we will be implementing a 20% increase in the price of your current monthly Laredo plan. The plan that you are currently enrolled in will have a new monthly cost of \$60.00.

While the current price has remained the same since 2013, there has been an increase in the cost for us to provide this technology. We remain committed to providing you with the highest quality service and are continuously working to improve your experience.

Included is an updated agreement with the new plan costs, please mark the plan of your choice and mail the completed agreement back to the Records Office at the address below, or email the completed agreement back to [Recorder@elkhartcounty.com](mailto:Recorder@elkhartcounty.com)

If you have any questions regarding this change, please do not hesitate to contact our office at 574-535-6756 or send an email to [Recorder@elkhartcounty.com](mailto:Recorder@elkhartcounty.com)

Thank you for your continued business.

Sincerely,



Kaala Baker  
Elkhart County Recorder

---

117 N. Second St, Room 205 Goshen, IN 46526 (574) 535-6756



Elkhart County Recorder  
117 North 2<sup>nd</sup> Street  
Goshen, IN 46526 (574) 535-6755

**LAREDO AGREEMENT**  
**Regarding Use of Online Access to Real Estate Records**

This Agreement made and entered into this 1st day of April, in the year 2025,  
by and between the Elkhart County Recorder and the City of Elkhart, Department of Law-John Espar,  
Corporation Counsel ("Customer").

**TERMS AND CONDITIONS**

1. The Elkhart County Recorder agrees to furnish online access to real estate records in its office. Documents are recorded on the date presented or the next working day, but documents sent in the mail may take several days to reach our office.
2. Recorder's document dates:  
DEEDS: all deeds available back to 1831, indexed back to 1831  
MORTGAGES: all mortgages available back to 1960, indexed back to 1960  
MISCELLANEOUS: all miscellaneous available back to 1852, indexed back to 1852
3. The index is not construed to be true and complete; rather it is a **working index** subject to error, omission and future modification.
4. Customer agrees to pay all applicable rates, fees and charges as detailed on the "Subscriber Information" page attached hereto. Said rates, fees and charges are subject to change. Any such changes will become effective at the beginning of the next monthly renewal period.
5. Payment by Customer of amounts owed is due twenty (20) days from the date of the invoice. Payments not received by that date will result in access being suspended until payment is received in full. Invoices will be provided via Laredo Connect (<https://fidlar.com/LaredoConnect.aspx>) a website for which the Customer will be required to create an account at no additional charge. Laredo Connect accounts must be created before the end of the month in which this agreement is signed. Failure to do so may result in Laredo access being suspended until the Customer complies.
6. In no event shall the Recorder be liable for special, indirect, incidental, or consequential damages, including, but not limited to, loss of income, loss of profits, loss of time, or additional expense, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Customer specifically understands and recognizes that the system by which these services are offered is developmental and may experience problems of various kinds resulting in an inability to provide such services.
7. Customer agrees that the Recorder, Elkhart County, and their employees will not be liable for any claim or demand of any nature or kind whether asserted against the Recorder or against the Customer by any third party, arising out of the services or materials provided or use of the same. Customer agrees to indemnify and hold the Recorder, Elkhart County, and their employees harmless from claims of third parties arising out of Customer's use of the services or materials provided pursuant to this Agreement.
8. The Customer agrees to not data scrape/web scrape/data harvest/web harvest/data mine or extract anything from any system used, maintained or owned by the Recorder. A "data scrape/web scrape/data harvest/web harvest/data mine" occurs when a computer program has extracted data



from human-readable out-put coming from another program. A breach of this paragraph shall result in revocation of this Agreement.

9. Customer shall not in any way enhance, alter the public records accessed, or disclose any confidential information contained thereon. Customer agrees not to sell copies of the documents or images received under this Agreement.
10. When the Laredo program is operating, after 2 minutes of no activity, the user will receive an automatic disconnect notice. Regardless of whether the user elects to continue, cancel or disable this automatic disconnect notice, the Customer agrees to pay the normal fees for all online time until the Laredo session is closed.
11. This Agreement requires a minimum three-month commitment. Either party may cancel this Agreement at any time for any reason. The Customer shall provide written notice to the Recorder when they want to cancel or change the Agreement. Customer may change user plans within the first 5 days of any given month. Cancellation shall not relieve a party of its obligations incurred prior to the effective date of the cancellation. Unless cancelled by either party as provided herein, this Agreement shall be automatically renewed upon like terms for successive calendar month periods.
12. Each time the Customer selects "print" in Laredo, the Customer shall be charged the "Print Fee" identified on "Subscriber Information", which may be changed from time to time.
13. Recorder reserves the right to withdraw any service without consulting Customer prior to withdrawing such service and shall have no liability whatsoever to the Customer in connection with deletion or interruption of any such service.
14. Customer acknowledges that it has read this Agreement and agrees that it is the complete and exclusive Agreement between parties, superseding all other communications, oral or written. This Agreement may be modified only by written amendments signed by the parties.
15. This Agreement is governed by Indiana law without resort to conflict of law principals. Jurisdiction of any dispute shall be exclusively in the courts of Elkhart County, Indiana.

CUSTOMER AGREES TO THE TERMS OUTLINED ABOVE

Signed \_\_\_\_\_ Date April 1, 2025  
*Customer*

Printed John M. Espar, Corporation Counsel, City of Elkhart  
*Customer*

Signed \_\_\_\_\_ Date \_\_\_\_\_  
*Elkhart County Recorder*

Printed \_\_\_\_\_  
*Elkhart County Recorder*

*(To subscribe to Laredo, please fill out the form on the next page.)*

**Laredo Subscriber Information**  
**Elkhart County, IN**

Name John M. Espar

Title Corporation Counsel

Name of Company City of Elkhart, Department of Law

Street Address 229 South Second Street

City, State, Zip Code Elkhart, IN 46516

Phone 574-322-4433

Email Address john.espar@coei.org

Billing Address 229 S. Second Street, Elkhart IN 46516

**Elkhart County Laredo Price:**

- |                                 |                                             |
|---------------------------------|---------------------------------------------|
| <b><u>A.</u></b> 0-250 Minutes: | <b>\$60.00/Month (\$0.20/Min. Overage)</b>  |
| B. 251-1000 Minutes:            | <b>\$120.00/Month (\$0.15/Min. Overage)</b> |
| C. 1001-3000 Minutes:           | <b>\$240.00/Month (\$0.12/Min. Overage)</b> |
| D. Unlimited:                   | <b>\$300.00/Month</b>                       |

- "Print Fees" are \$1.00/Page

Plan (Circle One): A B C D



Rod Roberson  
Mayor

Laura Kolo  
Environmental Resources

Tory Irwin, P.E.  
Engineering Services



Public Works &  
Utilities Department

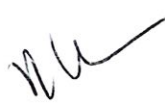
Administration, Engineering  
& Laboratory  
574.293.2572

Utility Billing  
574.264.4273

1201 S. Nappanee St.  
Elkhart, Indiana 46516

**MEMORANDUM**

**TO:** BOARD OF PUBLIC WORKS

**FROM:** MAGGIE MARNOCHA, PWU ATTORNEY 

**DATE:** April 1, 2025

**RE:** Laredo Contract

---

The Elkhart County Recorder provides Online Access to Real Estate Records using the Laredo service. The Recorder has increased the fee by 20% and in order to continue using the service, the Recorder has required the Board to sign the attached Laredo Agreement.

Please approve and sign the attached agreement in order for the Elkhart County Recorder to provide online access to real estate records.

Elkhart County Recorder  
117 North 2<sup>nd</sup> Street  
Goshen, IN 46526 (574) 535-6755

**LAREDO AGREEMENT**  
**Regarding Use of Online Access to Real Estate Records**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,  
by and between the Elkhart County Recorder and \_\_\_\_\_ ("Customer").

**TERMS AND CONDITIONS**

1. The Elkhart County Recorder agrees to furnish online access to real estate records in its office. Documents are recorded on the date presented or the next working day, but documents sent in the mail may take several days to reach our office.
2. Recorder's document dates:  
DEEDS: all deeds available back to 1831, indexed back to 1831  
MORTGAGES: all mortgages available back to 1960, indexed back to 1960  
MISCELLANEOUS: all miscellaneous available back to 1852, indexed back to 1852
3. The index is not construed to be true and complete; rather it is a **working index** subject to error, omission and future modification.
4. Customer agrees to pay all applicable rates, fees and charges as detailed on the "Subscriber Information" page attached hereto. Said rates, fees and charges are subject to change. Any such changes will become effective at the beginning of the next monthly renewal period.
5. Payment by Customer of amounts owed is due twenty (20) days from the date of the invoice. Payments not received by that date will result in access being suspended until payment is received in full. Invoices will be provided via Laredo Connect (<https://fidlar.com/LaredoConnect.aspx>) a website for which the Customer will be required to create an account at no additional charge. Laredo Connect accounts must be created before the end of the month in which this agreement is signed. Failure to do so may result in Laredo access being suspended until the Customer complies.
6. In no event shall the Recorder be liable for special, indirect, incidental, or consequential damages, including, but not limited to, loss of income, loss of profits, loss of time, or additional expense, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Customer specifically understands and recognizes that the system by which these services are offered is developmental and may experience problems of various kinds resulting in an inability to provide such services.
7. Customer agrees that the Recorder, Elkhart County, and their employees will not be liable for any claim or demand of any nature or kind whether asserted against the Recorder or against the Customer by any third party, arising out of the services or materials provided or use of the same. Customer agrees to indemnify and hold the Recorder, Elkhart County, and their employees harmless from claims of third parties arising out of Customer's use of the services or materials provided pursuant to this Agreement.
8. The Customer agrees to not data scrape/web scrape/data harvest/web harvest/data mine or extract anything from any system used, maintained or owned by the Recorder. A "data scrape/web scrape/data harvest/web harvest/data mine" occurs when a computer program has extracted data



from human-readable out-put coming from another program. A breach of this paragraph shall result in revocation of this Agreement.

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13. Recorder reserves the right to withdraw any service without consulting Customer prior to withdrawing such service and shall have no liability whatsoever to the Customer in connection with deletion or interruption of any such service.
14. Customer acknowledges that it has read this Agreement and agrees that it is the complete and exclusive Agreement between parties, superseding all other communications, oral or written. This Agreement may be modified only by written amendments signed by the parties.
15. This Agreement is governed by Indiana law without resort to conflict of law principals. Jurisdiction of any dispute shall be exclusively in the courts of Elkhart County, Indiana.

CUSTOMER AGREES TO THE TERMS OUTLINED ABOVE

Signed \_\_\_\_\_ Date \_\_\_\_\_  
*Customer*

Printed \_\_\_\_\_  
*Customer*

Signed \_\_\_\_\_ Date \_\_\_\_\_  
*Elkhart County Recorder*

Printed \_\_\_\_\_  
*Elkhart County Recorder*

*(To subscribe to Laredo, please fill out the form on the next page.)*

**Laredo Subscriber Information**  
**Elkhart County, IN**

Name \_\_\_\_\_

Title \_\_\_\_\_

Name of Company \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Billing Address \_\_\_\_\_

**Elkhart County Laredo Price:**

- |                              |                                             |
|------------------------------|---------------------------------------------|
| <b>A. 0-250 Minutes:</b>     | <b>\$60.00/Month (\$0.20/Min. Overage)</b>  |
| <b>B. 251-1000 Minutes:</b>  | <b>\$120.00/Month (\$0.15/Min. Overage)</b> |
| <b>C. 1001-3000 Minutes:</b> | <b>\$240.00/Month (\$0.12/Min. Overage)</b> |
| <b>D. Unlimited:</b>         | <b>\$300.00/Month</b>                       |

- "Print Fees" are \$1.00/Page

Plan (Circle One): A B C ☒ D





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

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**DATE:** March 26, 2025

**TO:** Board of Public Works

**FROM:** Jacob Wolgamood, TIF Infrastructure Project Supervisor

**RE:** **Permission to quote Property Maintenance Services, RFQ #25-05**

---

The Department of Development Services requests permission to receive quotes for property maintenance of city-owned parcels. Services include mowing, no more than twice a month; the removal of grass clippings from sidewalks and gutters; and the removal of trash and large items.

This request for quotes will be emailed to a list of local lawn care companies and published on the city's website. The contract will be paid for out of the Development Services budget.

It is requested the Board of Public Works:

**Permit Development Services to request quotes for property maintenance, RFQ # 25-05.**

**NOTICE OF PUBLIC HEARING OF THE CITY OF ELKHART**  
**REDEVELOPMENT COMMISSION**

Notice is hereby given that the City of Elkhart Redevelopment Commission (the "Commission"), being the governing body of the City of Elkhart Department of Redevelopment (the "Department"), on March 11, 2025, adopted its Resolution No. 25-R-026 (the "Amending Declaratory Resolution") making certain proposed amendments to the declaratory resolution and redevelopment plan (the "Plan") for the Downtown Urban Renewal Area (the "Urban Renewal Area") (the "Amendments"). The Amendments incorporate into the Plan certain new projects to be financed under the Plan, remove parcels from Allocation Area No. 1 as described in the Amending Declaratory Resolution to create the Downtown Elkhart Allocation Area No. 8, located within the Urban Renewal Area, and designate such area as a separate allocation area.

The Commission will conduct a public hearing on May 13, 2025, at 4:00 p.m. (local time), in the Council Chambers located on the 2<sup>nd</sup> floor of the Municipal Building, 229 South Second Street, Elkhart, Indiana, to receive and hear remonstrances and objections from all persons interested in or affected by the Amending Declaratory Resolution, and the Amendments. At the public hearing, the Commission will also determine whether the proposed Amendments are reasonable and appropriate when considered in relation to the Plan and the purposes of IC 36-7-14, and whether the Plan, with the proposed Amendments, and the Housing Program conform to the comprehensive plan for the City. After considering this evidence, the Commission will take final action by either confirming, modifying and confirming, or rescinding the Amending Declaratory Resolution.

A detailed description of the proposed Amending Declaratory Resolution and Amendments can be inspected at the office of the Department, located at 201 South Second Street, Elkhart, Indiana 46516.

**CITY OF ELKHART REDEVELOPMENT COMMISSION**

[NOTE: To be published one time in *The Elkhart Truth*, and filed (i) in the office of the plan commission, board of zoning appeals, works board, park board, and building commissioner and any other department, body, or officers of the county having to do with planning, variances from zoning ordinances, land use, or the issuance of building permits, and (ii) (along with the tax impact statement) with each taxing unit located in the new allocation areas, on or before April 25, 2025.]



## NOTICE OF PUBLIC HEARING OF THE CITY OF ELKHART

### REDEVELOPMENT COMMISSION

Notice is hereby given that the City of Elkhart Redevelopment Commission (the "Commission"), being the governing body of the City of Elkhart Department of Redevelopment (the "Department"), on March 11, 2025, adopted its Resolution No. 25-R-025 (the "Amending Declaratory Resolution") making certain proposed amendments to the declaratory resolution and redevelopment plan (the "Plan") for the Downtown Urban Renewal Area (the "Urban Renewal Area") (the "Amendments"). The Amendments incorporate into the Plan certain new projects to be financed under the Plan, remove parcels from Allocation Area No. 1 as described in the Amending Declaratory Resolution to create the Downtown Elkhart Allocation Area No. 7, located within the Urban Renewal Area, and designate such area as a separate allocation area.

The Commission will conduct a public hearing on May 13, 2025, at 4:00 p.m. (local time), in the Council Chambers located on the 2<sup>nd</sup> floor of the Municipal Building, 229 South Second Street, Elkhart, Indiana, to receive and hear remonstrances and objections from all persons interested in or affected by the Amending Declaratory Resolution, and the Amendments. At the public hearing, the Commission will also determine whether the proposed Amendments are reasonable and appropriate when considered in relation to the Plan and the purposes of IC 36-7-14, and whether the Plan, with the proposed Amendments, and the Housing Program conform to the comprehensive plan for the City. After considering this evidence, the Commission will take final action by either confirming, modifying and confirming, or rescinding the Amending Declaratory Resolution.

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### CITY OF ELKHART REDEVELOPMENT COMMISSION

[NOTE: To be published one time in *The Elkhart Truth*, and filed (i) in the office of the plan commission, board of zoning appeals, works board, park board, and building commissioner and any other department, body, or officers of the county having to do with planning, variances from zoning ordinances, land use, or the issuance of building permits, and (ii) (along with the tax impact statement) with each taxing unit located in the new allocation areas, on or before April 25, 2025.]

## City of Elkhart

Department of Law

# Memo

**To:** Members of the Board of Public Works

**From:** Rose Rivera, City Attorney

**Date:** March 11, 2025

**Re:** Municipal Band Contract

---

The Elkhart Municipal Band has been providing free public concerts and performances in the community for numerous years. For this public benefit and service, the City has provided the Band with an annual subsidy which is \$65,000 for 2025. Each year, the City and the Band entered into a standard agreement that sets forth the terms and conditions of our arrangement. Attached is the agreement covering the 2025 year.

I am requesting that the Board approve the **2025 MUNICIPAL BAND AGREEMENT**.



## 2025 MUNICIPAL BAND AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
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");  
WITNESSETH AS FOLLOWS:

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE  
PARTIES AS FOLLOWS:

1. The term of this Agreement is from January 1, 2025 to December 31, 2025.
2. During the term of this Agreement, Band will give public concerts, performances, and appearances, all to the satisfaction of City and without charge to the public.
3. City will provide reasonably adequate equipment and facilities to Band for performances.
4. Band shall provide all instruments, music, and uniforms and Band shall be responsible for the payment of any licensing or royalty fees attributable to the musical compositions performed by Band.
5. City will pay to Band an annual sum of Sixty-Five Thousand Dollars and 00/100 Cents (\$65,000.00) for the calendar year of this Agreement. The City will make eleven (11) equal installments of Five Thousand Four Hundred Sixteen Dollars and 67/100 Cents (\$5,416.67) and a final twelfth (12th) payment of Five Thousand Four Hundred Sixteen Dollars and 63/100 Cents (\$5,416.63).
6. During the calendar year, Band will make a minimum of thirteen (13) public appearances, including concerts and parades. Prior to the scheduling of each public appearance, Band shall submit to City, within a reasonable time, which shall not be later than thirty (30) days prior to a proposed scheduled public appearance, the date, time, and place of the proposed public appearance.
7. Band shall, at each of said public appearances, present a full band of not less than fifty (50) pieces.
8. Band shall be obligated to ensure that each individual performer who

participates in a performance shall execute a release of liability in favor of the City of Elkhart, on a form prescribed by City, prior to being permitted to participate in any performance. A copy of this release is attached hereto as Exhibit "A". At the beginning of each year, a roster of participants, along with the executed releases, shall be submitted to the Clerk of the Board of Public Works, 229 S. Second Street, Elkhart, Indiana 46516.

9. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are, at any time, not forthcoming or are insufficient, then the City shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funds, in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which funds are available. The City agrees that it will make its best effort to obtain sufficient funds to meet its obligations hereunder in full. The City may terminate this Agreement for any reason as long as Band is given 30 days written notice of the City's intent to terminate the Agreement.

10. Neither the Band, nor any person acting on Band's behalf, shall, in any manner with respect to any matter related to this Agreement, discriminate against nor intimidate any person on account of race, age, religion, color, sex, national origin, ancestry or disability.

11. All terms identified in IC. § 22-5-1.7 et seq. are adopted and incorporated into this section. Pursuant to I.C. §22-5-1.7 et seq., Band shall enroll in and verify the work eligibility status of all its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. Band is further required to execute an affidavit, attached as Exhibit "B" affirming that: (i) it is enrolled and is participating in the E-Verify program, and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Band shall provide the City with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Band and delivered to the Clerk of the Board of Public Works, 229 S. Second Street, Elkhart, Indiana 46516.

12. Should Band subcontract for the performance of any work under this Agreement, Band shall require any subcontractors to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) has enrolled in and is participating in the E-Verify program. Band shall maintain a copy of such certification for the duration of the term of any subcontract. Band shall also deliver to the Clerk of the Board of Public Works, 229 S. Second Street, Elkhart, Indiana 46516 a copy of the certification within seven (7) days of the effective date of the subcontract.

13. If Band, or any subcontractor of Band, knowingly employs or contracts with



any unauthorized aliens, or retains an employee or a contract with a person that Band or subcontractor subsequently learns is an unauthorized alien, Band shall terminate the employment of or the contract with the unauthorized alien within thirty (30) days (the "Cure Period").

14. Should Band, or any subcontractor of Band, fail to cure within the Cure Period, the City has the right to terminate this Agreement without consequence to the City.

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

16. By signing this agreement, the President of the Band acknowledges and represents that he is the duly authorized representative of the Band and that he has the authority to enter into this Agreement and to bind the Band thereto.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the City, by its Board of Public Works, and Band, by its authorized representative(s) execute this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**MUNICIPAL BAND**

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Signature

**CITY OF ELKHART  
BOARD OF PUBLIC WORKS**

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

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

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

\_\_\_\_\_  
Rose Rivera

\_\_\_\_\_  
Andy Jones

ATTEST:

\_\_\_\_\_  
Nancy Wilson, Board Clerk



EXHIBIT A

**RELEASE AND WAIVER OF ALL CLAIMS**  
**FOR YEAR 2025 MUNICIPAL BAND PERFORMANCES**

I, \_\_\_\_\_ (participant), having a desire to participate in one or more performances as a member of the Elkhart Municipal Band during the year 2025, and in consideration of the opportunity to participate therein, do hereby agree to release and forever discharge the City of Elkhart, its officials, employees, agents and representatives, from any and all claims, demands, liabilities, and/or rights of action resulting from, respecting, relating to or arising out of any accident or other incident which may result from my participation in or attendance at any performance as a member of the Elkhart Municipal Band during the year 2025. I further agree that I will not file, maintain or litigate any action against the City of Elkhart, or its officials, employees, agents or representatives, resulting from the same; nor will my heirs, executors, administrators and successors file, maintain or litigate any action against the City, its officials, employees, agents or representatives.

It is understood that this document is intended to release the City of Elkhart to the fullest extent permitted by Indiana Law.

The participant and his/her parent or legal guardian, if applicable, hereby represent that they have read, understand and accept the terms and conditions of this Release and Waiver of Claims.

Dated: \_\_\_\_\_, 2025.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Participant's  
Parent/Guardian (If applicable)

EXHIBIT B

**AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION**

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

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

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

EXECUTED on the \_\_\_\_ day of \_\_\_\_\_, 2025.

---





## MEMO

---

Date: March 17<sup>th</sup>, 2025  
To: Board of Public Works  
From: James Gerald, IT Director  
RE: Fiber needs assessment

---

Board Members,

Attached you will find a contract approved by legal for a fiber needs assessment agreement with enFocus. This agreement will evaluate the need for a comprehensive fiber project for the City to expand connectivity for City infrastructure and business availability.

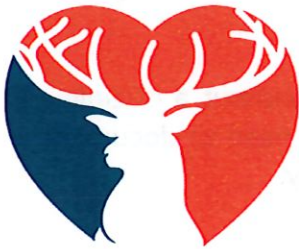
**It is requested that the Board of Public Works approves the attached fiber needs assessment agreement.**

Thank You for your consideration.

James Gerald  
City of Elkhart  
IT Director



Project Proposal in Partnership with:



City of Elkhart

Compiled by:  
Megan Dale, Civic Project Director  
December 2024



South Bend  
Studebaker Building 113  
635 South Lafayette Blvd. Ste 123L  
South Bend, IN 46601

Elkhart  
ETHOS Innovation Center  
1025 North Michigan Street  
Elkhart, IN 46514



## Exhibit A: Project Summary

### Planning for City of Elkhart Fiber Infrastructure

#### Background and Community Need

The City of Elkhart is invested in providing connectivity and internet access to its community and City facilities. The City has partnered with the County of Elkhart to extend fiber to ~30% of City facilities in recent years. Continued expansion of fiber and broadband infrastructure is essential to sufficiently serve City residents and provide reliable access across City facilities. One driver is a new, co-located Emergency Services building to be constructed in the next two years; it is critical that fiber is in place for this facility before operations begin.

Laying fiber infrastructure can become complicated and unwieldy without a disciplined, strategic approach. The City of Elkhart's leadership has identified a need to document a strategic approach in order to bring it to action with a sense of urgency.

#### Project Objective

The objective of this project is to determine a plan for increased fiber infrastructure in the City of Elkhart in collaboration with local leaders.

#### Preliminary Project Scope

The proposed project will consist of three phases, listed below. Please refer to the project timeline below for a more specific projection of resource deployment:

- **Phase 1:** Current State and Case Study Analysis
- **Phase 2:** Financial Assessment and Develop 5-Year Strategic Alignment Outline
- **Phase 3:** Support Implementation Planning across City Departments

#### Phase 1: Current State and Case Study Analysis

##### Objective

- Conduct a current state analysis on the City's fiber network and areas of need as a baseline for future growth

##### Key Activities

- Review the current fiber infrastructure serving City of Elkhart and the County's fiber expansion plan

- Identify best practice cities to compare to City of Elkhart fiber infrastructure, using the following methods:
  - o Identify “peer” cities (similar size, constituent demographic and employer makeup)
  - o Identify “best-in-class” cities (highest constituent connection utilizing fiber infrastructure)
- For “best-in-class” cities, determine:
  - o How key infrastructure is implemented and by whom
  - o Tools and funding required
  - o Success criteria and metrics utilized by the city
- Determine geospatial data sources and collect information that may guide fiber builds
- Create geospatial maps to understand:
  - o Distribution of City of Elkhart businesses and high revenue locations
  - o Distribution of community support agencies including nonprofit community services, support agencies and community centers
  - o Distribution of City of Elkhart student population overlaid with socioeconomic status

#### Deliverables

- Current state analysis report; case studies

### **Phase 2: Financial Assessment and Develop 5-Year Strategic Alignment Outline**

#### Objective

- Develop an ideal future state vision based on current state analysis and best practices to ensure that the City of Elkhart’s fiber/broadband initiative will service top priority needs and to propose a plan for the fiber network expansion

#### Key Activities

- Identify and map other key capital projects planned for the next five years, including cost, timing, and opportunities to include fiber builds
- Utilize current state findings to identify gaps in service and areas of improvement
- Using “best-in-class” cities as a model, envision and document an ideal future state for City of Elkhart, setting three to five achievable targets to year 2029
- Identify critical and most impactful next steps, including areas for fiber builds.
- Identify fiber-related costs, including capital cost estimates and related one-time or ongoing costs
- Develop projections for each prioritized fiber build-out to inform budgeting



- Facilitate up to three strategic planning sessions with key stakeholders supporting negotiations and documenting project management responsibilities
- Document proposed budget and plans for presentations to board and public communications
- Incorporate feedback across stakeholders, City departments, and City Council/Board of Public Works as necessary to finalize proposed budgets and plans

#### Deliverables

- 2029 outlined fiber planning document; Proposed budget

### Phase 3: Support Implementation Planning Across City Departments

#### Objective

- Recommend and support next steps based on cost analysis

#### Key Activities

With goals, metrics, and critical next steps identified,

- Develop financial projection and scenarios to meet targets
- Support coordination with identified capital project partners (e.g., Public Works, external agencies)
- Determine requirements and a sustainable path forward to partner with the County and fiber provider(s)
- Support creating and finalizing legal agreements as needed

#### Deliverables

- Legal agreements; documentation of necessary next steps, inclusive of fiber deployment recommendations

### Project Timeline

Project Phase	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
<b>Phase 1:</b> Current State and Case Study Analysis									

<b>Phase 2:</b> Financial Assessment and Develop Strategic Alignment Outline									
<b>Phase 3:</b> Support Implementation Planning									

## Project Cost

This project is quoted at \$56,500 based on a 9-month project sponsorship to complete the above-identified activities. The City of Elkhart will be invoiced monthly on the first business day with invoices equal to \$6,277.78 each.

## Team and Resources

enFocus will be taking a team approach to completing this project. An Innovation Fellow and Project Manager will be assigned to this project. These two will work together to quickly complete activities. Additionally, a Civic Project Director and an enFocus Subject Matter Expert Mentor will provide oversight and advice to the team. Other project resources, interns, and mentors will be added to the project on an as needed basis.

**Innovation Fellow:** TBD

**Project Manager:** Alexis Hu

**Project Director:** Shivangi Tiwari

**Subject Matter Expert Mentor:** Mike Bieganski, [mike.bieganski@gmail.com](mailto:mike.bieganski@gmail.com)

**Sponsor Project Champion:** James Gerald, IT Director

The Project Champion will be responsible for determining when milestones have been completed and will play a role in managing the engagement and execution.

## Communications Management Plan

To ensure seamless communication throughout the project, enFocus proposes that communications be carried out as detailed below:

- **Ad-hoc communication:** As necessary, Project Lead will communicate with sponsor via email, telephone communications, and update meetings.
- **Deliverable validation:** Meeting at the completion of each project phase to review deliverables.



## Project Updates and Communication

Regular, recurring project update meetings near the middle of each project milestone establishes an effective communication strategy to set expectations for all relevant teams and to align resources accordingly. During these meetings the Sponsor Project Champion will be briefed on project status and any required amendments to project deliverables or timeline.

## Pivots

enFocus places value on our entrepreneurial focus and approach to projects. We have had historical success for sponsors when we reserve the option to initiate conversation with the sponsor for a project pivot when we see a better path or opportunity to pursue that can lead to greater success. This is not meant to negate the project responsibility of enFocus, but rather to create a scenario that will produce the most valued outcome for all parties. enFocus and the sponsor will agree to any project pivot(s) in advance.



# Letter of Engagement

## enFocus Company Sponsorship Terms

We want you to understand the basis under which we offer our services to you and determine our fees, as well as to clarify the relationship and responsibilities between your organization and enFocus. These terms are part of our engagement letter and apply to all future services, unless a specific engagement letter is entered for those services. Each of these terms shall survive and apply after termination of this agreement.

This Consulting Agreement (the "Agreement") is entered into on as of March 2025, by and between the City of Elkhart IT Department, having its principal offices at 131 Tyler Street, Elkhart, IN 46516 (hereinafter referred to as "Sponsor"), and enFocus, a 501 c (3) organization, having its principal offices at 635 S Lafayette Boulevard, South Bend, IN 46601 (hereinafter referred to as "Consultant").

WHEREAS, the Sponsor desires to obtain the services of Consultant on its own behalf and on behalf of all existing and future Affiliated Companies (defined as any corporation or other business entity or entities that directly or indirectly controls, is controlled by, or is under common control with the Sponsor), and Consultant desires to provide consulting services to the Sponsor upon the terms and conditions in this Agreement.

### AGREEMENT

#### SECTION 1 – CONSULTING PERIOD

(a) Term - The Sponsor hereby retains the Consultant and Consultant agrees to render to the Sponsor those services described in the enFocus Project Summary, Exhibit A, incorporated by reference and attached hereto, for the period (the "Consulting Period") commencing on March 15, 2025 and ending on December 31, 2025

(b) Termination - At any time, either party may terminate, without liability, the Consulting Period for any reason, with or without cause, by giving 60 days advance written notice to the other party. The Sponsor shall pay Consultant the compensation to which the Consultant is entitled pursuant to Exhibit A for services delivered.

#### SECTION 2 – DUTIES AND RESPONSIBILITIES

(a) Consultant hereby agrees to provide and perform for the Sponsor those services set forth in Exhibit A.

**CONFIDENTIALITY NOTICE:** This document and its contents are confidential. If you have received this document in error, please destroy immediately.



(b) Sponsor hereby agrees to provide compensation and reimbursement for travel and other reasonable business expenses incurred by Consultant under the scope of this agreement if and only if negotiated in advance with the Sponsor.

### SECTION 3 – COMPENSATION, PAYMENT, BENEFITS

(a) Compensation in consideration of the services to be rendered hereunder, including, without limitation, services to any Affiliated Company, Sponsor shall pay a project fee of \$56,500 dollars to Consultant.

(b) Payment Terms. Sponsor agrees to pay dollars to Consultant, as detailed in Exhibit A. Invoices shall be presented at agreed upon project intervals (detailed in Exhibit A) based on project progress and payments are due within 60 days.

(c) Benefits. Other than the compensation specified in Sections 3(a), Consultant shall not be entitled to any direct or indirect compensation for services performed hereunder.

### SECTION 4 - CONFIDENTIAL INFORMATION

(a) "Confidential Information" means:

- (1) any information given to enFocus by Sponsor and clearly marked, in writing as confidential; and
- (2) any information given to enFocus by Sponsor orally that, at the time given, is stated to be confidential, and reduced to writing within thirty (30) days.

(b) enFocus agrees:

- (1) to keep Confidential Information confidential, return information to the Sponsor upon the terms end-date, and destroy Confidential Information after a period of 5 years from the date given to enFocus;
- (2) not to make use of Confidential Information for any purpose other than to carry out the Consultant's services as specified in Exhibit A;
- (3) not to give Confidential Information, in any form, to a third party; and
- (4) to limit access to Confidential Information to only those enFocus employees who have a need to access it for the performance of the services under this Agreement.

(c) The confidentiality, as stated in SECTION 4 (b), will not apply to information which:

- (1) is at the time of receipt public knowledge, or after receipt becomes public knowledge through no act of omission on the part of enFocus;



- (2) was known to enFocus, as shown by written records, prior to disclosure by Sponsor;
- (3) is received by enFocus from a third party who did not obtain the information from Sponsor; or
- (4) is required by law.

Consultant hereby acknowledges and agrees that all property, including, all books, manuals, records, reports, notes, contracts, lists, blueprints, and other documents, or materials, or copies thereof, that is produced under this Agreement is Proprietary Information (as defined herein), and equipment furnished to or prepared by Consultant in the course of or incident to rendering of services to the Sponsor, belong to the Sponsor and shall be promptly returned to the Sponsor upon request.

- (d) Consultant agrees to hold all Sponsor's Proprietary Information in strict confidence and trust for the sole benefit of the Sponsor and not to, disclose, use, copy, publish, summarize, or remove from Sponsor's premises any Proprietary Information (or remove from the premises any other property of the Sponsor) during the Consulting Period except (i) to the extent necessary to carry out Consultant's responsibilities under this Agreement or (ii) after termination of the Consulting Period or (iii) when the information falls within the guidelines of this agreement.

#### **SECTION 5 – NOTICES**

All notices or other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand or mailed, postage prepaid, by certified or registered mail, return receipt requested, and addressed to the Sponsor at:

ATTN: James Gerard, IT Director  
City of Elkhart IT Department  
131 Tyler Street  
Elkhart, IN 46516

or to the Consultant at:

ATTN: Gillian Shaw, VP of Projects  
enFocus Inc.  
635 S Lafayette Boulevard  
Suite 105  
South Bend, IN 46601

**CONFIDENTIALITY NOTICE:** *This document and its contents are confidential. If you have received this document in error, please destroy immediately.*



Notice of change of address shall be effective only when done in writing and sent in accordance with the provisions of this Section.

#### **SECTION 6 - AMENDMENTS AND WAIVERS**

This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by a duly authorized representative of the Sponsor and the Consultant. By an instrument in writing similarly executed, either party may waive compliance by the other party with any provision of this Agreement that such other party was or is obligated to comply with or perform, provided, however, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity.

#### **SECTION 7 – INTERRUPTION OF SERVICE**

Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, acts of war, fire, insurrection, law proclamations, edicts, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume.

#### **SECTION 8 – SEVERABILITY, ENFORCABILITY**

If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

#### **SECTION 9 – GOVERNING LAW**

The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Any dispute arising out of or relating to this Agreement shall be subject to the sole and exclusive jurisdiction and venue of the Superior and Circuit Courts of Elkhart County, Indiana, and the parties hereby expressly consent to the sole and exclusive jurisdiction and venue of these courts.

**CONFIDENTIALITY NOTICE:** *This document and its contents are confidential. If you have received this document in error, please destroy immediately.*



## **SECTION 10 – INDEPENDENT CONTRACTOR**

The Consultant shall operate at all times as an independent contractor of the Sponsor. This Agreement does not authorize the Consultant to act for the Sponsor as its agent or to make commitments on behalf of the Sponsor. The Sponsor shall not withhold payroll taxes, and Consultant shall not be covered by health, life, disability, or worker's compensation insurance of the Sponsor.

## **SECTION 11 – ABILITY TO ENTER INTO CONTRACT**

Each party represents and warrants to the other party that this Agreement has been duly authorized, executed and delivered and that the performance of its obligations under this Agreement does not conflict with any order, law, rule or regulation or any agreement or understanding by which such party is bound.

## **SECTION 12 – LIMITATION OF LIABILITY; INDEMNIFICATION**

(a) Consultant agrees to defend, indemnify, and save harmless the Sponsor and its elected officials, officers, appointees, employees, agents and representatives from any and all claims, demands, actions, and causes of action of any nature whatsoever which may arise from or be attributable to Consultant's, or any of its subcontractor's, performance, non-performance, breach, or violation of this Agreement or which may arise from or be attributable to the actions and omissions of Consultant's, or any of its subcontractor's, employees, agents, and representatives. Notwithstanding any provision to the contrary, the limit of the Consultant's liability under this Agreement will be capped to the Consultant's professional services liability insurance.

(b) Consultant will maintain comprehensive commercial liability insurance and vehicle liability insurance, each in a minimum amount of One Million Dollars (\$1,000,000), along with worker's compensation and employer's liability insurance in amounts required in the State of Indiana. Consultant warrants that it shall maintain such liability insurance in effect during the term of this Agreement and provide proof of such insurance to the Sponsor.

(c) Sponsor agrees, at its sole expense, to indemnify and defend Consultant from and against any damages, claims, or suit by third parties against Consultant arising from the performance of Consultant's services hereunder unless caused by Consultant's negligence or willful misconduct. Subject to the limitation of liability stated in Section 12(a), Consultant agrees, at its sole cost, to indemnify and defend Sponsor (and its officials, employees, and agents) from and against any damages, claims or suits by third parties against Sponsor arising from the performance of Consultant's services hereunder unless caused by the negligence of Sponsor (or its officials, employees, or agents).





### SECTION 13 – ENTIRE AGREEMENT

The terms of this Agreement are intended by the parties to be in the final expression of their agreement with respect to the retention of Consultant by the Sponsor and may not be contradicted by evidence of any prior or contemporaneous agreement.

The parties have duly executed this Agreement as of the date first written above:

#### SPONSOR:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### CONSULTANT:

Name: Gillian Shaw \_\_\_\_\_

Signature:  \_\_\_\_\_

Title: VP of Projects \_\_\_\_\_

Date: 3/14/2025 \_\_\_\_\_

**CONFIDENTIALITY NOTICE:** This document and its contents are confidential. If you have received this document in error, please destroy immediately.

**Rod Roberson**  
*Mayor*

**James Gerald**  
*Department Head*



**Information Technology**  
131 Tyler Ave.  
Elkhart, IN 46516  
574.218.7865

March 26, 2025

RE: Request for Approval of Tyler Technologies Quotes

Dear Members of the Board of Public Works,

I am writing to request approval for two quotes from Tyler Technologies related to our accounting software, Incode. These updates are necessary to enhance security and ensure the continued reliability of our system.

The first quote is for the implementation of Multi-Factor Authentication (MFA) for Incode. MFA adds an extra layer of security by requiring users to verify their identity using a secondary method in addition to their password. This is a best practice to protect against unauthorized access and cyber threats. Tyler Technologies is providing this enhancement at no cost to us.

The second quote is for migrating our Incode database to a new server and upgrading the software to the latest version. This migration is essential for maintaining system performance, security, and compatibility with current technology standards. The cost for this service is \$1,250. This project will be paid for out of the IT Department's professional services budget.

Both quotes have been reviewed and approved by the City's Legal department. Additionally, I am including an eVerify document signed by Tyler Technologies, as requested by our Legal department.

I respectfully request the Board's approval to proceed with these improvements. If you have any questions or need further details, I would be happy to provide additional information.

Thank you,

Scott A. Bowers

Systems Administrator

City of Elkhart, Indiana





Sales Quotation For:  
City of Elkhart  
229 S 2nd St  
Elkhart IN 46516-3112

Quoted BY Augusta McCarver  
Quote Expiration 7/29/25  
Quote Name Workforce Direct

Tyler Annual Software – SaaS	
Description	Annual
Tyler One	
Identity	
Workforce Direct	\$ 0
TOTAL:	
	\$ 0

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 0
Total Tyler Services		
Summary Total	\$ 0	\$ 0



## Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

## Workforce Direct

The use of certain Tyler application(s) requires Client to engage and use an identity provider that meets Open ID Connect (OIDC) or Security Assertion Markup Language (SAML) standards (each, an "IdP"), such as Microsoft Entra ID, Okta, Google Cloud Identity or RapidIdentity. Client will permit these applications to directly federate with such IdP. Client is responsible for (a) keeping Client and its representatives' passwords secure and confidential, (b) any account activity or access that occurs pursuant to Client and its representatives' passwords, its account or IdPs, and (c) notifying Tyler of any unauthorized access to its account. Failure to provide Tyler with the ability to federate to a supported IdP may result in disrupted deployment and implementation schedules and additional costs. If you do not have an IdP in place, please contact us for additional information.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.

- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O.#:	_____





**Sales Quotation For:**  
City of Elkhart  
229 S 2nd St  
Elkhart IN 46516-3112

Quoted BY Augusta McCarver  
Quote Expiration 9/8/25  
Quote Name Court Data Server Migration

Services		
Description	Hours/Units	Extended Price
Other Services		
Project Management	1	\$ 250
Server Migration Services	1	\$ 1,000
TOTAL:		\$ 1,250

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$ 1,250	
Summary Total	\$ 1,250	\$ 0



## Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

**Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:**

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

**Fees for services included in this sales quotation shall be invoiced as indicated below.**

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.

- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
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Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

**CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT  
ELIGIBILITY VERIFICATION AND NON-DISCRIMINATION COMMITMENT**

*When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.*

---

STATE OF Kansas                    )  
                                                  ) §  
COUNTY OF Johnson            )

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.

a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.

b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:

i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or

ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

2. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program shall be included or provided upon request; and

3. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of Elkhart, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.



4. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of Elkhart through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work. Breach of this provision may be regarded as material breach of contract.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing affidavit are true and correct.

Dated this 13 day of March, 2025

Tyler Technologies, Inc.

Contractor



Signature of Person Authorized to sign on behalf  
of Contractor

Tina Mize, General Counsel, Public Administration Group  
Printed Name and Title

## Memorandum

To: Board of Safety

CC: **Board of Public Works**

From: Jamie Arce, CPA, City Controller

Re: Claims and Allowance Approval

Date: March 26, 2025

Effective April 22, 2025, the Board of Public Safety will assume responsibility for approving financial claims for its respective departments, a role previously held by the Board of Works.

This change will include claims (expenses) related to the:

- Elkhart Police Department
- Elkhart Fire Department
- Elkhart 911 Communications
- Building and Code Enforcement

This transition is being implemented to ensure that the Board of Public Safety maintains comprehensive administrative oversight of both departmental operations and related financial expenditures. By aligning financial oversight with the Board's core responsibility for public safety, this adjustment enhances accountability and efficiency. Furthermore, it is consistent with the rationale behind the establishment of a separate Board of Public Safety.

The Controller's office staff have already begun working with all impacted departments to ensure a smooth transition. The Board of Works will continue to be the approver of all claims associated with the City's Bi-weekly payroll and monthly pension payments.

Should you have any questions or require further clarification, please do not hesitate to contact me directly.