

-Notice of Public Meeting-

Governmental Body: Elkhart City Council

Date of Meeting: April 22, 2024

Time/Place of Meeting: 6:00 PM - Elkhart City Hall- 260 NW Main St. Elkhart, Iowa

SPECIAL MEETING

NOTE: All public comments will generally be limited to a maximum of three (3) minutes per person and shall fall under Agenda Item 5: Citizen Hearing and Other Communications. Under Iowa law, the City Council is prohibited from discussing or taking any action on an item not appearing on its posted agenda. Any issue raised by public comment under the Citizen Hearing will be referred to staff for a decision on whether or not it should be placed on a future agenda. All comments from the public, Council, and Staff shall address the presiding officer, and upon recognition by the presiding officer, shall be confined to the question under debate.

Business Meeting Agenda:

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Approval of Agenda**
- 5. Public Comments on items not on the Agenda- 3-minute limit**
- 6. Public Hearing; Regarding FY25 Budget**
- 7. Consider Resolution #2024-31; A Resolution Adopting the City of Elkhart's Annual Budget for Fiscal Year 2024-2025**
- 8. Consider Resolution #2024-32; A Resolution Approving Pay Estimate No. 4 for Prairie Pointe Park Improvements Project**
- 9. Consider Resolution #2024-33; A Resolution Approving Extension for Main Lift Station Improvements Project**
- 10. Consider Resolution #2024-34; A Resolution Approving Entering into Agreement with Trane U.S. Inc. for City Hall Furnace Replacement Project**
- 11. Consider Resolution #2024-35; A Resolution Approving Street Closures for Walnut Street Railroad Crossing Repair**
- 12. Approval of Services – Veenstra & Kimm Traffic Control Plan – Walnut Street Railroad Crossing Repair Detour**
- 13. Approval of Purchase - PFAS Testing Samples**
- 14. Approval of Purchase – City Email / Microsoft Suite Packages**
- 15. Discussion Industrial Park TIF District / Tax Abatement**
 - a. Possible Action to Offer Industrial Park TIF or Tax Abatement Incentives
- 16. Adjourn**

**FISCAL YEAR JULY 1, 2024 - JUNE 30, 2025
ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES**

The City of : **ELKHART** County Name: **POLK COUNTY**

Adopted On: (entered upon adoption) Resolution: (entered upon adoption)

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

		With Gas & Electric		Without Gas & Electric		City Number: 77-718 Last Official Census: 882
Regular	2a	51,820,932	2b	51,507,505		
DEBT SERVICE	3a	70,417,543	3b	70,104,116		
Ag Land	4a	969,894				

Consolidated General Fund Levy Calculation

	CGFL Max Rate	CGFL Max Dollars	Non-TIF Taxable w/ G&E	Taxable Growth %
FY 2024 Budget Data	8.73543	358,564	41,047,037	26.25
	Limitation Percentage			
	3			
	CGFL Max Rate	CGFL Max Dollars	Revenue Growth %	
Max Allowed CGFL for FY 2025	8.48101	439,494	22.57	

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	ENTER FIRE DISTRICT RATE BELOW			(A) Request with Utility Replacement	(B) Property Taxes Levied		(C) Rate
384.1	8.48101	Consolidated General Fund			5	439,494	436,836	43	8.48101
		Non-Voted Other Permissible Levies							
384.12(1)	0.95000	Opr & Maint publicly owned Transit			7		0	45	0.00000
384.12(2)	0.27000	Aviation Authority (under sec.330A.15)			11		0	49	0.00000
384.12(3)	Amt Nec	Liability, property & self insurance costs			14	35,070	34,858	52	0.67675
384.12(5)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.			462		0	465	0.00000
		Voted Other Permissible Levies							
28E.22	1.50000	Unified Law Enforcement			24		0	62	0.00000
		Total General Fund Regular Levies (5 thru 24)			25	474,564	471,694		
384.1	3.00375	Ag Land			26	2,914	2,913	63	3.00375
		Total General Fund Tax Levies (25 + 26)			27	477,478	474,607		Do Not Add
		Special Revenue Levies							
384.6	Amt Nec	Police & Fire Retirement			29		0		0.00000
	Amt Nec	FICA & IPERS (if general fund at levy limit)			30	58,291	57,938		1.12485
Rules	Amt Nec	Other Employee Benefits			31	19,500	19,382		0.37630
		Subtotal Employee Benefit Levy (29,30,31)			32	77,791	77,320	65	1.50115
			Valuation						
386	As Req	With Gas & Elec		Without Gas & Elec					
	SSMID 1 (A)	0 (B)		0 34			0	66	0.00000
	SSMID 2 (A)	0 (B)		0 35			0	67	0.00000
	SSMID 3 (A)	0 (B)		0 36			0	68	0.00000
	SSMID 4 (A)	0 (B)		0 37			0	69	0.00000
	SSMID 5 (A)	0 (B)		0 555			0	565	0.00000
	SSMID 6 (A)	0 (B)		0 556			0	566	0.00000
	SSMID 7 (A)	0 (B)		0 1177			0	1179	0.00000
	SSMID 8 (A)	0 (B)		0 1185			0	1187	0.00000
		Total Special Revenue Levies			39	77,791	77,320		
384.4	Amt Nec	Debt Service Levy 76.10(6)			40	66,269	65,974	70	0.94109
384.7	0.67500	Capital Projects (Capital Improv. Reserve)			41		0	71	0.00000
		Total Property Taxes (27+39+40+41)			42	621,538	617,901	72	11.60000

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following: Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

(City Representative)

(Date)

(County Auditor)

(Date)

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 3/25/2024 Meeting Time: 06:00 PM Meeting Location: Elkhart City Hall 260 NW Main Street Elkhart, IA 50073

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.elkhartiowa.com

City Telephone Number
(515) 367-4735 ext: 3

Iowa Department of Management	Current Year Certified Property Tax 2023 - 2024	Budget Year Effective Property Tax 2024 - 2025	Budget Year Proposed Property Tax 2024 - 2025
Taxable Valuations for Non-Debt Service	40,720,422	51,507,505	51,507,505
Consolidated General Fund	355,710	355,710	436,836
Operation & Maintenance of Public Transit	0	0	0
Aviation Authority	0	0	0
Liability, Property & Self Insurance	33,878	33,878	34,858
Support of Local Emergency Mgmt. Comm.	0	0	0
Unified Law Enforcement	0	0	0
Police & Fire Retirement	0	0	0
FICA & IPERS (If at General Fund Limit)	33,730	33,730	57,938
Other Employee Benefits	10,416	10,416	19,382
Capital Projects (Capital Improv. Reserve)	0	0	0
Taxable Value for Debt Service	51,168,744	70,104,116	70,104,116
Debt Service	48,819	48,819	65,974
CITY REGULAR TOTAL PROPERTY TAX	482,553	482,553	614,988
CITY REGULAR TAX RATE	11.60559	9.11717	11.60000
Taxable Value for City Ag Land	948,386	969,894	969,894
Ag Land	2,849	2,849	2,913
CITY AG LAND TAX RATE	3.00375	2.93743	3.00375
Tax Rate Comparison-Current VS. Proposed			
Residential property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Residential	634	538	-15.14
Commercial property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Commercial	634	538	-15.14

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and Commercial properties have the same Rollback Percentage at \$100,000 Actual/Assessed Valuation.

Reasons for tax increase if proposed exceeds the current:
for continued operations

FUND BALANCE

City Name: ELKHART
 Fiscal Year July 1, 2024 - June 30, 2025

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2023									
Beginning Fund Balance July 1	1	235,146	473,858	487,611	-30,997	1,400,773	2,566,391	260,437	2,826,828
Actual Revenues Except Beg Balance	2	605,485	345,783	357,446	582,950	475,820	2,367,484	980,064	3,347,548
Actual Expenditures Except End Balance	3	602,699	165,179	422,480	541,324	1,381,379	3,113,061	763,615	3,876,676
Ending Fund Balance June 30	4	237,932	654,462	422,577	10,629	495,214	1,820,814	476,886	2,297,700
Re-Estimated FY 2024									
Beginning Fund Balance	5	237,932	654,462	422,577	10,629	495,214	1,820,814	476,886	2,297,700
Re-Est Revenues	6	867,242	324,058	467,000	588,228	3,518,414	5,764,942	696,446	6,461,388
Re-Est Expenditures	7	888,771	295,049	383,853	557,231	4,118,414	6,243,318	654,240	6,897,558
Ending Fund Balance	8	216,403	683,471	505,724	41,626	-104,786	1,342,438	519,092	1,861,530
Budget FY 2025									
Beginning Fund Balance	9	216,403	683,471	505,724	41,626	-104,786	1,342,438	519,092	1,861,530
Revenues	10	979,131	370,291	630,000	505,625	789,000	3,274,047	6,050,483	9,324,530
Expenditures	11	921,063	275,116	388,250	553,145	789,000	2,926,574	5,771,009	8,697,583
Ending Fund Balance	12	274,471	778,646	747,474	-5,894	-104,786	1,689,911	798,566	2,488,477

LOCAL EMC SUPPORT

City Name: ELKHART
 Fiscal Year July 1, 2024 - June 30, 2025

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.		0
Support of a Local Emerg.Mgmt.Comm.	0	0
TOTAL FOR FY 2025	0	0

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
PUBLIC SAFETY									
Police Department/Crime Prevention	37,236							37,236	35,667
Jail								0	0
Emergency Management	21,140							21,140	33,507
Flood Control								0	0
Fire Department	76,544							76,544	47,342
Ambulance	14,050							14,050	9,664
Building Inspections	90,000							90,000	47,792
Miscellaneous Protective Services								0	0
Animal Control								0	0
Other Public Safety								0	0
TOTAL (lines 1 - 10)	238,970	0	0			0		238,970	173,972
PUBLIC WORKS									
Roads, Bridges, & Sidewalks	31,797	110,021						141,818	51,967
Parking - Meter and Off-Street								0	0
Street Lighting	10,750							10,750	10,720
Traffic Control and Safety	1,000	2,000						3,000	1,470
Snow Removal	10,427	7,000						17,427	15,932
Highway Engineering								0	0
Street Cleaning								0	0
Airport (if not Enterprise)								0	0
Garbage (if not Enterprise)	21,700							21,700	18,070
Other Public Works	143,422							143,422	60,815
TOTAL (lines 12 - 21)	219,096	119,021				0		338,117	158,974
HEALTH & SOCIAL SERVICES									
Welfare Assistance								0	0
City Hospital								0	0
Payments to Private Hospitals								0	0
Health Regulation and Inspection								0	0
Water, Air, and Mosquito Control								0	1,594
Community Mental Health								0	0
Other Health and Social Services								0	0
TOTAL (lines 23 - 29)	0	0				0		0	1,594
CULTURE & RECREATION									
Library Services	1,900							1,900	1,900
Museum, Band and Theater								0	0
Parks	107,453							107,453	41,776
Recreation	3,500							3,500	1,856
Cemetery	14,167							14,167	12,460
Community Center, Zoo, & Marina	22,386							22,386	13,370
Other Culture and Recreation								0	0
TOTAL (lines 31 - 37)	149,406	0				0		149,406	71,362

City Name: ELKHART
Fiscal Year July 1, 2023 - June 30, 2024

	COMMUNITY & ECONOMIC DEVELOPMENT	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023	
	39									0	
	40									0	
	41									0	
	42	35,500							35,500	38,755	
	43									0	
	44									0	
	45	35,500	0	0			0		35,500	38,755	
	GENERAL GOVERNMENT										
	46	6,980							6,980	5,262	
	47	86,038							86,038	64,806	
	48	500							500	1,921	
	49	1,500							1,500	740	
	50	150,781							150,781	124,138	
	51									0	
	52									0	
	53	245,799	0	0			0		245,799	196,867	
	54				557,231				557,231	541,324	
	55					4,118,414			4,118,414	1,376,681	
	56									0	
	57	0	0	0		4,118,414	0		4,118,414	1,376,681	
	58	888,771	119,021	0	557,231	4,118,414	0		5,683,437	2,559,529	
	BUSINESS TYPE/ACTIVITIES Proprietary: Enterprise & Budgeted ISF										
	59							215,543	215,543	194,053	
	60							201,958	201,958	159,976	
	61									0	
	62									0	
	63									0	
	64									0	
	65									0	
	66									0	
	67									0	
	68									6,922	
	69									0	
	70									105,558	
	71									0	
	72									0	
	73							417,501	417,501	466,509	
	74	888,771	119,021	0	557,231	4,118,414	0	417,501	6,100,938	3,026,038	
	75		176,028					236,739	412,767	428,158	
	76			383,853					383,853	422,480	
	77	0	176,028	383,853	0	0	0	236,739	796,620	850,638	
	78	888,771	295,049	383,853	557,231	4,118,414	0	654,240	6,897,558	3,876,676	
	79	216,403	683,471	505,724	41,626	-104,786	0	519,092	1,861,530	2,297,700	

RE-ESTIMATED REVENUES DETAIL

City Name: ELKHART
Fiscal Year July 1, 2023 - June 30, 2024

REVENUES & OTHER FINANCING SOURCES	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
Taxes Levied on Property	1 381,442	55,141		48,819				485,402	404,697
Less: Uncollected Property Taxes - Levy Year	2							0	0
Net Current Property Taxes (line 1 minus line 2)	3 381,442	55,141		48,819	0			485,402	404,697
Delinquent Property Taxes	4							0	0
TIF Revenues	5		467,000					467,000	357,446
Other City Taxes:									
Utility Tax Replacement Excise Taxes	6 3,038	442		311				3,791	0
Utility franchise tax (Iowa Code Chapter 364.2)	7 4,000							4,000	1,234
Parish mutual wage tax	8							0	0
Gaming wage tax	9							0	0
Mobile Home Taxes	10							0	14,825
Hotel/Motel Taxes	11							0	0
Other Local Option Taxes	12	147,975						147,975	173,930
Subtotal - Other City Taxes (lines 6 thru 12)	13 7,038	148,417		311	0			155,766	189,989
Licenses & Permits	14 152,500							152,500	53,024
Use of Money & Property	15 10,000	500						10,500	12,455
Intergovernmental:									
Federal Grants & Reimbursements	16							0	105,431
Road Use Taxes	17	120,000						120,000	116,836
Other State Grants & Reimbursements	18							0	100,000
Local Grants & Reimbursements	19 130,000							130,000	85,274
Subtotal - Intergovernmental (lines 16 thru 19)	20 130,000	120,000	0	0	0			250,000	407,541
Charges for Fees & Service:									
Water Utility	21						281,000	281,000	261,911
Sewer Utility	22						269,600	269,600	235,333
Electric Utility	23							0	0
Gas Utility	24							0	0
Parking	25							0	0
Airport	26							0	0
Landfill/Garbage	27 21,250							21,250	20,895
Hospital	28							0	0
Transit	29							0	0
Cable TV, Internet & Telephone	30							0	0
Housing Authority	31							0	0
Storm Water Utility	32						39,236	39,236	34,086
Other Fees & Charges for Service	33							0	0
Subtotal - Charges for Service (lines 21 thru 33)	34 21,250	0	0	0	0		589,836	611,086	552,225
Special Assessments	35							0	0
Miscellaneous	36 39,100							39,100	10,211
Other Financing Sources:									
Regular Operating Transfers In	37 125,912			155,245	25,000		106,610	412,767	428,158
Internal TIF Loan Transfers In	38			383,853				383,853	422,480
Subtotal ALL Operating Transfers In	39 125,912	0	0	539,098	25,000	0	106,610	796,620	850,638
Proceeds of Debt (Excluding TIF Internal Borrowing)	40				3,493,414			3,493,414	509,322
Proceeds of Capital Asset Sales	41							0	0
Subtotal-Other Financing Sources (lines 36 thru 38)	42 125,912	0	0	539,098	3,518,414	0	106,610	4,290,034	1,359,960
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43 867,242	324,058	467,000	588,228	3,518,414	0	696,446	6,461,388	3,347,548
Beginning Fund Balance July 1	44 237,932	654,462	422,577	10,629	495,214	0	476,886	2,297,700	2,826,828
TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	45 1,105,174	978,520	889,577	598,857	4,013,628	0	1,173,332	8,759,088	6,174,376

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RF-ESTIMATED 2024	ACTUAL 2023
PUBLIC SAFETY										
Police Department/Crime Prevention	38,257							38,257	37,236	35,667
Jail								0	0	0
Emergency Management	1,150							1,150	21,140	33,507
Flood Control								0	0	0
Fire Department	82,397							82,397	76,544	47,342
Ambulance	14,550							14,550	14,050	9,664
Building Inspections	100,000							100,000	90,000	47,792
Miscellaneous Protective Services								0	0	0
Animal Control								0	0	0
Other Public Safety								0	0	0
TOTAL (lines 1 - 10)	236,354	0				0		236,354	238,970	173,972
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	59,201	111,500						170,701	141,818	51,967
Parking - Meter and Off-Street								0	0	0
Street Lighting	11,000							11,000	10,750	10,720
Traffic Control and Safety	2,000	2,000						4,000	3,000	1,470
Snow Removal	12,867	7,000						19,867	17,427	15,932
Highway Engineering								0	0	0
Street Cleaning								0	0	0
Airport								0	0	0
Garbage (if not Enterprise)	20,500							20,500	21,700	18,070
Other Public Works	153,200							153,200	143,422	60,815
TOTAL (lines 12 - 21)	258,768	120,500	0			0		379,268	338,117	158,974
HEALTH & SOCIAL SERVICES										
Welfare Assistance								0	0	0
City Hospital								0	0	0
Payments to Private Hospitals								0	0	0
Health Regulation and Inspection								0	0	0
Water, Air, and Mosquito Control								0	0	1,594
Community Mental Health								0	0	0
Other Health and Social Services								0	0	0
TOTAL (lines 23 - 29)	0	0	0			0		0	0	1,594
CULTURE & RECREATION										
Library Services	1,900							1,900	1,900	1,900
Museum, Band and Theater								0	0	0
Parks	43,355							43,355	107,453	41,776
Recreation	3,600							3,600	3,500	1,856
Cemetery	17,216							17,216	14,167	12,460
Community Center, Zoo, & Marina	25,347							25,347	22,386	13,370
Other Culture and Recreation								0	0	0
TOTAL (lines 31 - 37)	91,418	0	0			0		91,418	149,406	71,362

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification	39							0	0	0
Economic Development	40							0	0	0
Housing and Urban Renewal	41							0	0	0
Planning & Zoning	42	30,500						30,500	35,500	38,755
Other Com & Econ Development	43							0	0	0
TIF Rebates	44		43,447					43,447	0	0
TOTAL (lines 39 - 44)	45	30,500	43,447			0		73,947	35,500	38,755
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	46	6,980						6,980	6,980	5,262
Clerk, Treasurer, & Finance Adm.	47	106,587						106,587	86,038	64,806
Elections	48	500						500	500	1,921
Legal Services & City Attorney	49	5,000						5,000	1,500	740
City Hall & General Buildings	50	160,828						160,828	150,781	124,138
Tort Liability	51							0	0	0
Other General Government	52							0	0	0
TOTAL (lines 46 - 52)	53	279,895	0	0		0		279,895	245,799	196,867
DEBT SERVICE										
Gov Capital Projects	54			553,145	789,000			553,145	557,231	541,324
TIF Capital Projects	55							789,000	4,118,414	1,376,681
TOTAL CAPITAL PROJECTS	56							0	0	0
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	57	0	0	0	789,000	0		789,000	4,118,414	1,376,681
BUSINESS TYPE ACTIVITIES										
Proprietary: Enterprise & Budgeted ISF										
Water Utility	59							190,738	215,543	194,053
Sewer Utility	60							93,079	201,958	159,976
Electric Utility	61							0	0	0
Gas Utility	62							0	0	0
Airport	63							0	0	0
Landfill/Garbage	64							0	0	0
Transit	65							0	0	0
Cable TV, Internet & Telephone	66							0	0	0
Housing Authority	67							0	0	0
Storm Water Utility	68							0	0	6,922
Other Business Type (city hosp., ISF, parking, etc.)	69							0	0	0
Enterprise DEBT SERVICE	70							0	0	105,558
Enterprise CAPITAL PROJECTS	71							5,234,414	0	0
Enterprise TIF CAPITAL PROJECTS	72							0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73							5,518,231	417,501	466,509
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	896,935	120,500	553,145	789,000	0		7,921,258	6,100,938	3,026,038
Regular Transfers Out	75	24,128	154,616					431,522	412,767	428,158
Internal TIF Loan / Repayment Transfers Out	76							344,803	383,853	422,480
Total ALL Transfers Out	77	24,128	154,616	0	0	0		252,778	796,620	850,638
Total Expenditures & Fund Transfers Out (lines 74+77)	78	921,063	275,116	553,145	789,000	0		8,697,583	6,897,558	3,876,676
Ending Fund Balance June 30	79	274,471	778,646	-5,894	-104,786	0		798,566	1,861,530	2,297,700

REVENUES DETAIL

City Name: ELKHART
Fiscal Year July 1, 2024 - June 30, 2025

	GENERAL	SPECIAL REVENUES	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
REVENUES & OTHER FINANCING SOURCES										
1	474,607	77,320		65,974	0			617,901	485,402	404,697
2								0	0	0
3	474,607	77,320		65,974	0			617,901	485,402	404,697
4								0	0	0
5			630,000					630,000	467,000	357,446
Other City Taxes:										
6	2,870	471		295	0			3,636	3,791	0
7	4,000							4,000	4,000	1,234
8								0	0	0
9								0	0	0
10								0	0	14,825
11								0	0	0
12		162,000						162,000	147,975	173,930
13	6,870	162,471		295	0			169,636	155,766	189,989
14	152,500							152,500	152,500	53,024
15	10,000	500						10,500	10,500	12,455
Intergovernmental:										
16								0	0	105,431
17		130,000						130,000	120,000	116,836
18	7,904		625,000					632,904	0	100,000
19	130,000							130,000	130,000	85,274
20	137,904	130,000	0	0	625,000			892,904	250,000	407,541
Charges for Fees & Service:										
21								304,000	281,000	261,911
22								279,600	269,600	235,333
23								0	0	0
24								0	0	0
25								0	0	0
26								0	0	0
27	21,250							21,250	21,250	20,895
28								0	0	0
29								0	0	0
30								0	0	0
31								0	0	0
32	45,700							45,700	39,236	34,086
33	15,000							15,000	0	0
34	81,950	0		0	0			583,600	611,086	552,225
35								0	0	0
36	10,300							10,300	39,100	10,211
Other Financing Sources:										
37	104,500			94,553				232,469	412,767	428,158
38				344,803				344,803	383,853	422,480
39	104,500	0		439,356	0			776,325	796,620	850,638
40					164,000			5,398,414	3,493,414	509,322
41	500							500	0	0
42	105,000	0		439,356	164,000			6,175,239	4,290,034	1,359,960
43	979,131	370,291	630,000	505,625	789,000	0	6,050,483	9,324,530	6,461,388	3,347,548
44	216,403	683,471	505,724	41,626	-104,786	0	519,092	1,861,530	2,297,700	2,826,828
45	1,195,534	1,053,762	1,135,724	547,251	684,214	0	6,569,575	11,186,060	8,759,088	6,174,376
TOTAL REVENUES & BEGIN BALANCE (lines 42-43)										

ADOPTED BUDGET SUMMARY

City Name: ELKHART
Fiscal Year July 1, 2024 - June 30, 2025

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
Revenues & Other Financing Sources										
Taxes Levied on Property	1 474,607	77,320		65,974	0	0		617,901	485,402	404,697
Less: Uncollected Property Taxes-Levy Year	2 0	0		0	0	0		0	0	0
Net Current Property Taxes	3 474,607	77,320		65,974	0	0		617,901	485,402	404,697
Delinquent Property Taxes	4 0	0		0	0	0		0	0	0
TIF Revenues	5		630,000					630,000	467,000	357,446
Other City Taxes	6 6,870	162,471		295	0	0		169,636	155,766	189,989
Licenses & Permits	7 152,500	0		0	0	0		152,500	152,500	53,024
Use of Money and Property	8 10,000	500		0	0	0		10,500	10,500	12,455
Intergovernmental	9 137,904	130,000		0	625,000	0		892,904	250,000	407,541
Charges for Fees & Service	10 81,950	0		0	0	0		665,550	611,086	552,225
Special Assessments	11 0	0		0	0	0		0	0	0
Miscellaneous	12 10,300	0		0	0	0		10,300	39,100	10,211
Sub-Total Revenues	13 874,131	370,291	630,000	66,269	625,000	0	583,600	3,149,291	2,171,354	1,987,588
Other Financing Sources:										
Total Transfers In	14 104,500	0	0	439,356	0	0	232,469	776,325	796,620	850,638
Proceeds of Debt	15 0	0	0	0	164,000	0	5,234,414	5,398,414	3,493,414	509,322
Proceeds of Capital Asset Sales	16 500	0	0	0	0	0	0	500	0	0
Total Revenues and Other Sources	17 979,131	370,291	630,000	505,625	789,000	0	6,050,483	9,324,530	6,461,388	3,347,548
Expenditures & Other Financing Uses										
Public Safety	18 236,354	0	0	0	0	0		236,354	238,970	173,972
Public Works	19 258,768	120,500		0		0		379,268	338,117	158,974
Health and Social Services	20 0	0	0	0	0	0		0	0	1,594
Culture and Recreation	21 91,418	0	0	0	91,418	0		91,418	149,406	71,362
Community and Economic Development	22 30,500	0	43,447	0	0	0		73,947	35,500	38,755
General Government	23 279,895	0	0	0	0	0		279,895	245,799	196,867
Debt Service	24 0	0	0	553,145	0	0		553,145	557,231	541,324
Capital Projects	25 0	0	0	0	789,000	0		789,000	4,118,414	1,376,681
Total Government Activities Expenditures	26 896,935	120,500	43,447	553,145	789,000	0		2,403,027	5,683,437	2,559,529
Business Type Proprietary: Enterprise & ISF	27						5,518,231	5,518,231	417,501	466,509
Total Gov & Bus Type Expenditures	28 896,935	120,500	43,447	553,145	789,000	0	5,518,231	7,921,258	6,100,938	3,026,038
Total Transfers Out	29 24,128	154,616	344,803	0	0	0	252,778	776,325	796,620	850,638
Total ALL Expenditures/Fund Transfers Out	30 921,063	275,116	388,250	553,145	789,000	0	5,771,009	8,697,583	6,897,558	3,876,676
Excess Revenues & Other Sources Over	31									
(Under) Expenditures/Transfers Out	32 58,068	95,175	241,750	-47,520	0	0	279,474	626,947	-436,170	-529,128
Beginning Fund Balance July 1	33 216,403	683,471	505,724	41,626	-104,786	0	519,092	1,861,530	2,297,700	2,826,828
Ending Fund Balance June 30	34 274,471	778,646	747,474	-5,894	-104,786	0	798,566	2,488,477	1,861,530	2,297,700

LONG TERM DEBT SCHEDULE - LT DEBT I

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
GO AA Sewer Improve 2020A	3,658,000	GO	2020-95	275,000	16,261	291,261	6,453		278,774	18,940
Sewer Revenue Bond 2020B	1,466,000	NON-GO	2020-103	72,000	10,720	82,720			82,720	0
GO 2020C-Main St	450,000	GO	2020-96	57,000	5,640	62,640			62,640	0
Water Main Extension-2021 Series	376,000	NON-GO	2021-116	17,000	6,840	23,840			23,840	0
GO 2022A	2,080,000	GO	2022-42	125,000	64,575	189,575			142,246	47,329
Water Revenue Series 2023	5,300,000	NON-GO	2023-71	1,000	74,793	75,793			75,793	0
TOTALS				547,000	178,829	725,829	6,453	0	666,013	66,269

LONG TERM DEBT SCHEDULE - LT DEBT2

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	31	-				0				0
	32	-				0				0
	33	-				0				0
	34	-				0				0
	35	-				0				0
	36	-				0				0
	37	-				0				0
	38	-				0				0
	39	-				0				0
	40	-				0				0
	41	-				0				0
	42	-				0				0
	43	-				0				0
	44	-				0				0
	45	-				0				0
	46	-				0				0
	47	-				0				0
	48	-				0				0
	49	-				0				0
	50	-				0				0
	51	-				0				0
	52	-				0				0
	53	-				0				0
	54	-				0				0
	55	-				0				0
	56	-				0				0
	57	-				0				0
	58	-				0				0
	59	-				0				0
	60	-				0				0
TOTALS				547,000	178,829	725,829	6,453	0	666,013	66,269

LONG TERM DEBT SCHEDULE - LT DEBT3

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	61	-				0				0
	62	-				0				0
	63	-				0				0
	64	-				0				0
	65	-				0				0
	66	-				0				0
	67	-				0				0
	68	-				0				0
	69	-				0				0
	70	-				0				0
	71	-				0				0
	72	-				0				0
	73	-				0				0
	74	-				0				0
	75	-				0				0
	76	-				0				0
	77	-				0				0
	78	-				0				0
	79	-				0				0
	80	-				0				0
	81	-				0				0
	82	-				0				0
	83	-				0				0
	84	-				0				0
	85	-				0				0
	86	-				0				0
	87	-				0				0
	88	-				0				0
	89	-				0				0
	90	-				0				0
TOTALS				547,000	178,829	725,829	6,453	0	666,013	66,269

LONG TERM DEBT SCHEDULE - LT DEBT4

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	91	-				0				0
	92	-				0				0
	93	-				0				0
	94	-				0				0
	95	-				0				0
	96	-				0				0
	97	-				0				0
	98	-				0				0
	99	-				0				0
	100	-				0				0
	101	-				0				0
	102	-				0				0
	103	-				0				0
	104	-				0				0
	105	-				0				0
	106	-				0				0
	107	-				0				0
	108	-				0				0
	109	-				0				0
	110	-				0				0
	111	-				0				0
	112	-				0				0
	113	-				0				0
	114	-				0				0
	115	-				0				0
	116	-				0				0
	117	-				0				0
	118	-				0				0
	119	-				0				0
	120	-				0				0
TOTALS				547,000	178,829	725,829	6,453	0	666,013	66,269

LONG TERM DEBT SCHEDULE - LT DEBTS

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	121	-				0				0
	122	-				0				0
	123	-				0				0
	124	-				0				0
	125	-				0				0
	126	-				0				0
	127	-				0				0
	128	-				0				0
	129	-				0				0
	130	-				0				0
	131	-				0				0
	132	-				0				0
	133	-				0				0
	134	-				0				0
	135	-				0				0
	136	-				0				0
	137	-				0				0
	138	-				0				0
	139	-				0				0
	140	-				0				0
	141	-				0				0
	142	-				0				0
	143	-				0				0
	144	-				0				0
	145	-				0				0
	146	-				0				0
	147	-				0				0
	148	-				0				0
	149	-				0				0
	150	-				0				0
TOTALS				547,000	178,829	725,829	6,453	0	666,013	66,269

LONG TERM DEBT SCHEDULE - LT DEBT6

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	151	-				0				0
	152	-				0				0
	153	-				0				0
	154	-				0				0
	155	-				0				0
	156	-				0				0
	157	-				0				0
	158	-				0				0
	159	-				0				0
	160	-				0				0
	161	-				0				0
	162	-				0				0
	163	-				0				0
	164	-				0				0
	165	-				0				0
	166	-				0				0
	167	-				0				0
	168	-				0				0
	169	-				0				0
	170	-				0				0
	171	-				0				0
	172	-				0				0
	173	-				0				0
	174	-				0				0
	175	-				0				0
	176	-				0				0
	177	-				0				0
	178	-				0				0
	179	-				0				0
	180	-				0				0
TOTALS				547,000	178,829	725,829	6,453	0	666,013	66,269

LONG TERM DEBT SCHEDULE - LT DEBT 7

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
181		-				0				0
182		-				0				0
183		-				0				0
184		-				0				0
185		-				0				0
186		-				0				0
187		-				0				0
188		-				0				0
189		-				0				0
190		-				0				0
191		-				0				0
192		-				0				0
193		-				0				0
194		-				0				0
195		-				0				0
196		-				0				0
197		-				0				0
198		-				0				0
199		-				0				0
200		-				0				0
201		-				0				0
202		-				0				0
203		-				0				0
204		-				0				0
205		-				0				0
206		-				0				0
207		-				0				0
208		-				0				0
209		-				0				0
210		-				0				0
TOTALS				547,000	178,829	725,829	6,453	0	666,013	66,269

LONG TERM DEBT SCHEDULE - GRAND TOTALS

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2025	Interest Due FY 2025	Total Obligation Due FY 2025	Bond Reg./ Paying Agent Fees Due FY 2025	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	457,000	86,476	543,476	6,453	0	483,660	66,269
NON GO - TOTAL	90,000	92,353	182,353	0	0	182,353	0
GRAND - TOTAL	547,000	178,829	725,829	6,453	0	666,013	66,269

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET
Fiscal Year July 1, 2024 - June 30, 2025

City of: **ELKHART**

The City Council will conduct a public hearing on the proposed Budget at: **Elkhart City Hall, 260 NW Main St. Elkhart, IA 50073 Meeting Date: 4/22/2024 Meeting Time: 06:00 PM**

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.				
The estimated Total tax levy rate per \$1000 valuation on regular property				11.60000
The estimated tax levy rate per \$1000 valuation on Agricultural land is				3.00375
At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.				
Phone Number		City Clerk/Finance Officer's NAME		
(515) 367-4735 ext: 3		Katie Wilson		
		Budget FY 2025	Re-estimated FY 2024	Actual FY 2023
Revenues & Other Financing Sources				
Taxes Levied on Property	1	617,901	485,402	404,697
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	617,901	485,402	404,697
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	630,000	467,000	357,446
Other City Taxes	6	169,636	155,766	189,989
Licenses & Permits	7	152,500	152,500	53,024
Use of Money and Property	8	10,500	10,500	12,455
Intergovernmental	9	892,904	250,000	407,541
Charges for Fees & Service	10	665,550	611,086	552,225
Special Assessments	11	0	0	0
Miscellaneous	12	10,300	39,100	10,211
Other Financing Sources	13	5,398,914	3,493,414	509,322
Transfers In	14	776,325	796,620	850,638
Total Revenues and Other Sources	15	9,324,530	6,461,388	3,347,548
Expenditures & Other Financing Uses				
Public Safety	16	236,354	238,970	173,972
Public Works	17	379,268	338,117	158,974
Health and Social Services	18	0	0	1,594
Culture and Recreation	19	91,418	149,406	71,362
Community and Economic Development	20	73,947	35,500	38,755
General Government	21	279,895	245,799	196,867
Debt Service	22	553,145	557,231	541,324
Capital Projects	23	789,000	4,118,414	1,376,681
Total Government Activities Expenditures	24	2,403,027	5,683,437	2,559,529
Business Type / Enterprises	25	5,518,231	417,501	466,509
Total ALL Expenditures	26	7,921,258	6,100,938	3,026,038
Transfers Out	27	776,325	796,620	850,638
Total ALL Expenditures/Transfers Out	28	8,697,583	6,897,558	3,876,676
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	626,947	-436,170	-529,128
Beginning Fund Balance July 1	30	1,861,530	2,297,700	2,826,828
Ending Fund Balance June 30	31	2,488,477	1,861,530	2,297,700

**CITY OF ELKHART
RESOLUTION #2024-31**

**A RESOLUTION ADOPTING THE CITY OF ELKHART'S ANNUAL BUDGET
FOR FISCAL YEAR 2024-2025**

WHEREAS, The Code of Iowa, Chapter 384, Section 16, requires that all cities prepare and adopt an annual budget of expenditures and receipts for at least the next fiscal year; and

WHEREAS, The Clerk shall certify the necessary tax levy for the next fiscal year to the County Auditor; and

WHEREAS, the Notice of Public Hearing Budget Estimate was published on April 10th, 2024; and

WHEREAS, the Elkhart City Council did hold a public hearing concerning the budget for the 2024-2025 fiscal year on April 22nd, 2024; and

WHEREAS, the Elkhart City Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed budget and any modifications proposed at the hearing.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Elkhart, Iowa:

The annual budget for the fiscal year ending June 30, 2025, as set forth in the Budget Summary Certificate and in the detailed budget in support thereof showing the revenue estimates and appropriation expenditures and allocations to functions and activities for said fiscal year is adopted, and the clerk is directed to make the filings required by law and to set up the books in accordance with the summary and details as adopted.

BE IT FURTHER RESOLVED, by the City Council of Elkhart, Iowa that the Mayor and the City Clerk are hereby authorized and directed to execute this resolution.

Passed and approved this 22nd day of April, 2024, by the following vote:

Ayes:
Nays:
Absent:

Mayor John M. Kaczmarczyk

ATTEST:

Katie Wilson, City Administrator/Clerk



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

April 18, 2024

Katie Wilson
City Administrator
City of Elkhart
260 NW Main Street
P.O. Box 77
Elkhart, Iowa 50073-0077

ELKHART, IOWA
2023 PRAIRIE POINTE PARK IMPROVEMENTS
PAY ESTIMATE NO. 4

Attached is an electronic copy of Pay Estimate No. 4 for work on the 2023 Prairie Pointe Park Improvements project, under the contract between the City of Elkhart and Concrete Connection, LLC. The partial pay estimate is for the period October 9, 2023 to April 11, 2024.

Pay Estimate No. 4 is for storm sewer, lighting, and tree planting. We have checked the estimate and recommend payment to Concrete Connection, LLC in the total amount of \$102,974.67.

Please sign Pay Estimate No. 4 in the space provided and return a signed copy of the pay estimate to our office. Please return a signed copy of Pay Estimate No. 4 to Concrete Connection, LLC with payment. A signed copy should also be kept for your files.

If you have any questions or comments, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink that reads "Jordan Kappos".

Jordan Kappos

JDK
18084
Enclosures
cc: Concrete Connection, LLC



ESTIMATE OF CONSTRUCTION COMPLETED

PARTIAL PAYMENT NO. 4

PROJECT TITLE: Elkhart Prairie Pointe Park Improvements

Contractor: Concrete Connection, LLC

Date: April 17, 2024


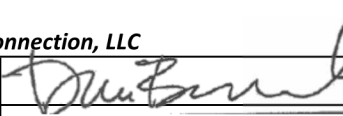
Original Contract Amount:

\$605,000.00

Pay Period: October 9, 2023 to April 11, 2024

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY			UNIT PRICE	VALUE COMPLETED TO DATE
			ESTIMATED (ORIG. CONT.)	AUTHORIZED (INCL. C.O.'S)	COMPLETED TO DATE		
1.1	Mobilization	LS	1.00	1.00	1.00	\$20,000.00	\$20,000.00
1.2	Compaction Testing	LS	1.00	1.00	1.00	\$4,162.00	\$4,162.00
1.3	15" RCP Storm Sewer, Class III	LF	96.00	96.00	90.00	\$100.00	\$9,000.00
1.4	15" RCP Flared End Section with Apron Guard and Footing	EA	2.00	2.00	2.00	\$3,250.00	\$6,500.00
1.5	Intake SW-501	EA	2.00	2.00	2.00	\$3,500.00	\$7,000.00
1.6	Intake, SW-512, 24"	EA	1.00	1.00	1.00	\$3,000.00	\$3,000.00
1.7	Driveway, PCC, 7"	SY	812.00	812.00	808.20	\$65.00	\$52,533.00
1.8	Curb & Gutter, 2.5' wide, 7"	LF	425.00	425.00	426.00	\$28.00	\$11,928.00
1.9	Beam Curb	LF	191.00	191.00	185.00	\$55.00	\$10,175.00
1.10	Recreational Trail, PCC 5"	SY	1,570.00	1,570.00	1,587.20	\$50.00	\$79,360.00
1.11	12' Recreational Trail, PCC 7"	SY	270.00	270.00	266.00	\$58.00	\$15,428.00
1.12	Sidewalk, PCC, 5"	sy	112.00	112.00	148.00	\$50.00	\$7,400.00
1.13	Granular Surfacing	TON	610.00	610.00	536.28	\$52.00	\$27,886.56
1.14	Painted Pavement Markings and Symbols, Solvent/Waterborne	LS	1.00	1.00	1.00	\$1,500.00	\$1,500.00
1.15	Traffic Signs and Posts	EA	2.00	2.00	2.00	\$275.00	\$550.00
1.16	SWPPP Preparation	LS	1.00	1.00	1.00	\$3,000.00	\$3,000.00
1.17	SWPPP Management	LS	1.00	1.00	0.90	\$8,000.00	\$7,200.00
1.18	Rip Rap, Class E Revetment	TON	40.00	40.00	32.97	\$100.00	\$3,297.00
1.19	Erosion Stone	TON	100.00	100.00	99.84	\$80.00	\$7,987.20
1.20	Privacy Fence, Cedar 6'	LF	365.00	365.00	366.00	\$46.00	\$16,836.00
1.21	Safety Rail	LF	365.00	365.00	365.00	\$145.00	\$52,925.00
1.22	Hydraulic Seeding, Fertilizing & Mulching, Type 1	LS	1.00	1.00	1.00	\$16,000.00	\$16,000.00
1.23	Native Seeding	LS	1.00	1.00	1.00	\$6,000.00	\$6,000.00
1.24	Tree, Legacy Sugar Maple	EA	8.00	8.00	8.00	\$400.00	\$3,200.00
1.25	Tree, River Birch	EA	6.00	6.00	6.00	\$400.00	\$2,400.00
1.26	Tree, Downy Serviceberry (tree form)	EA	9.00	9.00	9.00	\$400.00	\$3,600.00
1.27	Tree, Forest Pansy Eastern Redbud	EA	13.00	13.00	13.00	\$400.00	\$5,200.00
1.28	Tree, Pagoda Dogwood	EA	5.00	5.00	5.00	\$400.00	\$2,000.00
1.29	Lighting Pole, Parking Area	EA	4.00	4.00	4.00	\$4,840.00	\$19,360.00
1.30	Lighting Pole, Trail	EA	14.00	14.00	14.00	\$8,050.00	\$112,700.00
1.31	Electric Service Installation	EA	1.00	1.00	0.50	\$14,300.00	\$7,150.00
1.32	Lighting Circuit	LF	3,330.00	3,330.00	3,330.00	\$14.60	\$48,618.00
1.33	Lighting Control Cabinet	EA	1.00	1.00	0.50	\$14,575.00	\$7,287.50
1.34	Underground Pull Box	EA	3.00	3.00	3.00	\$1,785.00	\$5,355.00
Total Value Completed - Bid Items							\$586,538.26

SUMMARY			
		Original Contract	Total Completed
Bid Item Subtotal		\$605,000.00	\$586,538.26
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1	Stain & Seal Wood Fence	\$2,142.80	\$2,142.80
2	Deduct (2) L2 Light Fixtures	-\$7,664.91	-\$7,664.91
3		\$0.00	\$0.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
9		\$0.00	\$0.00
10		\$0.00	\$0.00
Total Change Orders		-\$5,522.11	-\$5,522.11
		Total Approved	Total Completed
Revised Contract Price		\$599,477.89	\$581,016.15
			Total Completed
Total Materials Stored			\$0.00
Total Completed Plus Materials Stored			\$581,016.15
Retainage (5%)			\$29,050.81
Total Earned Less Retainage			\$551,965.34
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1	July 1, 2023 to August 11, 2023	\$105,418.36	
2	August 12, 2023 to September 9, 2023	\$263,606.06	
3	September 11, 2023 to October 9, 2023	\$79,966.25	
4		\$0.00	
5		\$0.00	
6		\$0.00	
7		\$0.00	
8		\$0.00	
9		\$0.00	
10		\$0.00	
Total Previously Approved			\$448,990.67
Amount Due This Request			\$102,974.67
Note: The amount <u>\$102,974.67</u> is recommended for approval for payment in accordance with the terms of the Contract.			
CONTRACT SUMMARY			
ORIGINAL CONTRACT AMOUNT		\$605,000.00	
TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS		\$599,477.89	
THIS PARTIAL PAYMENT		\$102,974.67	
TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT		\$551,965.34	
BALANCE		\$47,512.55	
PERCENT COMPLETE		96.9%	
Recommended By: Veenstra & Kimm, Inc.		Contractor: Concrete Connection, LLC	
Approved: City of Elkhart			
Signature		Signature	
Name	Jordan Kappos	Name	Dave Bartholomew
Title	Project Engineer	Title	Member
Date	4/18/2024	Date	4/18/24

RESOLUTION #2024-32

A RESOLUTION TO APPROVE PAY ESTIMATE NO. 4 FOR WORK ON THE 2023 PRAIRIE POINTE PARK IMPROVEMENTS PROJECT, UNDER THE CONTRACT BETWEEN THE CITY OF ELKHART AND CONCRETE CONNECTION, LLC

WHEREAS, the City of Elkhart wishes to Approve Pay Estimate No. 4 for the Prairie Pointe Park Improvements Project; and

WHEREAS, Veenstra & Kimm Inc. provided a list of specific items of work completed during the time period of October 9, 2023 to April 11, 2024 for Council’s knowledge; and

WHEREAS, the specific work completed for this pay estimate includes: Storm sewer, lighting, and tree planting

WHEREAS, Veenstra & Kimm Inc. recommends to provide payment of \$102,974.67 in accordance with the terms of the contract for Pay Estimate No. 4;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Elkhart, the City Administrator is hereby authorized to issue payment to Concrete Connection, LLC in the amount of \$102,974.67 for Pay Estimate No. 4 for the Prairie Pointe Park Improvements Project.

Council member _____ presented Resolution 2024-32 and moved for its approval.
Council member _____ seconded. Roll call vote:

Ayes:

Nays:

Absent:

Resolution 2024-32 adopted this 22nd day of April, 2024.

Mayor John M. Kaczmarczyk

Attest: _____

Katie Wilson, City Administrator



On Track Construction, LLC
1435 West F Avenue, PO Box 524
Nevada, Iowa 50201
Ph: 888-850-0208

April 16, 2024

To: Forrest Aldrich, Veenstra & Kimm, Inc.

RE: Elkhart Main Lift Station Improvements

On Track Construction would like to request an extension of the completion date of the Elkhart Main Lift Station Improvements project from 4/26/24 to substantial completion of 7/31/24 and final completion of 8/30/24.

This request is based upon the auto transfer switch supplier pushing back their delivery date and the owner specified pump supplier not providing timely shop drawings and pumps. On Track's intentions are to get the standby pump operational by late April or early May.

Thank you for your consideration of our request.

Regards,

A handwritten signature in black ink, appearing to read "MR", with a stylized flourish extending to the right.

Matt Runge, President
On Track Construction, LLC

RESOLUTION #2024-33

A RESOLUTION TO APPROVE EXTENSION OF COMPLETION DATE FOR THE MAIN LIFT STATION IMPROVEMENTS PROJECT

WHEREAS, On-Track Construction, LLC submitted an extension request regarding the completion date of the Main Lift Station Improvements Project; and

WHEREAS, necessary supplies needed for project progress, including the auto transfer switch, were not received timely; and

WHEREAS, On-Track Construction requests a completion date extension from 4/26/2024 to substantial completion date of 7/31/2024 and final completion date of 8/30/2024;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Elkhart, the City of Elkhart hereby approves an extension on the Main Lift Station Improvements Project.

Council member _____ presented Resolution 2024-33 and moved for its approval.
Council member _____ seconded. Roll call vote:

Ayes:

Nays:

Absent:

Resolution 2024-33 adopted this 22nd day of April, 2024.

Mayor John M. Kaczmarczyk

Attest: _____

Katie Wilson, City Administrator



Trane U.S. Inc.
1400 SE 19th Street
Suite 100
Grimes, IA 50111
Phone: (515) 270-0004
Fax: (866) 841-0591

April 1, 2024

City of Elkhart
260 NW Main Street
Elkhart, IA 50073

Site Address:
Elkhart City Hall
260 NW Main Street
Elkhart, IA 50073

CONTACT NAME: Ron Cornwell
PHONE NUMBER: 515-367-4735

COOPERATIVE CONTRACT #: 3341
COOPERATIVE QUOTE #: R5-ySAAI-24-001

PROJECT NAME: Furnace Replacement

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

SCOPE OF SERVICE

- Provide and install (1) American Standard 40,000 BTU furnace and (1) American Standard air conditioner.

Note: All required ductwork, controls, gas, wiring, refrigerant, flue and condensate piping are included

CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Any additional labor or material needed above what is included in the installation is not included and additional charges will apply.
4. Work will be performed during normal Trane business hours.
5. Site must allow Trane free access to work on the equipment.
6. This proposal is valid for 30 days from April 1, 2024.

PRICING AND ACCEPTANCE

TOTAL PRICE: (SALES TAX NOT INCLUDED).....\$23,500.00
--

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Travis Harris
tharris@trane.com
515-360-7214

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

<p>CUSTOMER ACCEPTANCE</p> <hr/> <p>Authorized Representative</p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p> <hr/> <p>Purchase Order</p> <hr/> <p>Acceptance Date</p>
--

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement (“Pre-Existing Conditions”) including, without limitation, damages, losses, or expenses involving a Pre-Existing

Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.**

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

15. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and

regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

On Tuesday, April 2nd, 2024 at 10:17 AM, Harris, Travis <THarris@trane.com> wrote:

All, attached is the proposal for installing the furnace and AC in the City Hall. As a reminder the unit will be installed on the mezzanine in the fire department and ducted through the wall into the city halls existing ductwork. Price includes electrical work. This is under the state master agreement.

Addressing a couple questions Brad had- feel free to get ahold of me if you want further discussion.

1. Noise concern inside Fire Station: dB levels. – This is a better unit with an insulated cabinet. All the ductwork will be connected with a ducted return and supply minimizing air sound. The fan motor is also a quieter model as well as the inducer blower motor. If after installation it seems offensive a simple insulated box can be fabricated to surround it.
2. During fire meetings (and noise is a concern), can they flip the breaker or shut off temporarily from the Fire Station? Fire Chief doesn't have access to the City Hall outside regular hours. – Recommend not turning breaker off while it is running. The easiest would be to add a WiFi thermostat that can be accessed through an app to control. This could be added to the proposal for a minimal add if desired. See note 1 as I don't think it will be an issue.

If needed I can be available for a council meeting if our meeting schedules don't interfere as I am on the City Council in Sheldahl. Please let me know if you have any questions or I can help in any way.

Regards, Travis

Travis Harris

Sr Account Manager

In short this is how this works. Racine County, Wisconsin issued Invitation For Bid (IFB) #RC2022-1001 on June 15, 2022, to establish a national cooperative contract for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. The solicitation included cooperative purchasing language. Trane was the low bidder and awarded the contract and the term of the contract is September 1, 2022, through August 31, 2027 (with options for renewal) . The State of Iowa has adopted this contract meaning you can piggyback off this contract. This allows you to have control of the outcome of HVAC Products, Installation, Labor Based Solutions, and Related Products and Services and work directly with us as your trusted vendor. The pricing is predetermined by the contract. This allows us to help you select the equipment and installation for the best results. This helps avoid the traditional bidding process pitfalls leaving you in a position of accepting the lowest bid at typically the cost of not having quality equipment, installation and left to the results of the bidder's best attempt to go low and win the job. That appears to be why you are in this position currently.

What is required to approve a project using this contract is the PO must include the OMNIA #3341 and State of Iowa MA #23156.

The following contract is listed on the Iowa Department of Administrative Services Website: Omnia - Trane contract for comprehensive HVAC Products, Installation, Services, and Related Products and Services All purchase orders issued by the purchasing entities must include the OMNIA #3341 and State of Iowa MA #23156. All state agencies, state facilities, cities, counties, education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase products and services under the terms of the Participating Addendum in lieu of a separate competitive selection process. INVOICING: Any orders placed by State of Iowa agencies and political subdivisions must reference OMNIA #3341 and State of Iowa MA #23156.

Link for this is here <https://bidopportunities.iowa.gov/Home/ContractInfo?contractId=0e3303d3-fc6e-4ca9-a765-7b8a66e443c6>

Let me know what we can do to further assist.

Also, It has been shared with me that a vestibule has been added to City Hall. We are updating the proposal to accommodate for this and adding a WIFI thermostat for remote access . Pricing reflected on the attached proposal.

Regards, Travis

Travis Harris

RESOLUTION #2024-34

A RESOLUTION ENTERING INTO AGREEMENT WITH TRANE U.S. INC. FOR CITY HALL FURNACE REPLACEMENT PROJECT

WHEREAS, Trane U.S. Inc. has provided a proposal to Elkhart City Council for seeking bids to provide and install an American Standard 40,000 BTU furnace and an American Standard air conditioner; and

WHEREAS, services will be performed using Trane’s Exclusive Service Procedure; and

WHEREAS, the total price of the replacement in agreement with Trane U.S. Inc. shall be \$25,500.00;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Elkhart, the City of Elkhart hereby approves to enter into agreement with Trane U.S. Inc. to provide bids for replacement of the City Hall furnace and air conditioner.

Council member _____ presented Resolution 2024-34 and moved for its approval.

Council member _____ seconded. Roll call vote:

Ayes:

Nays:

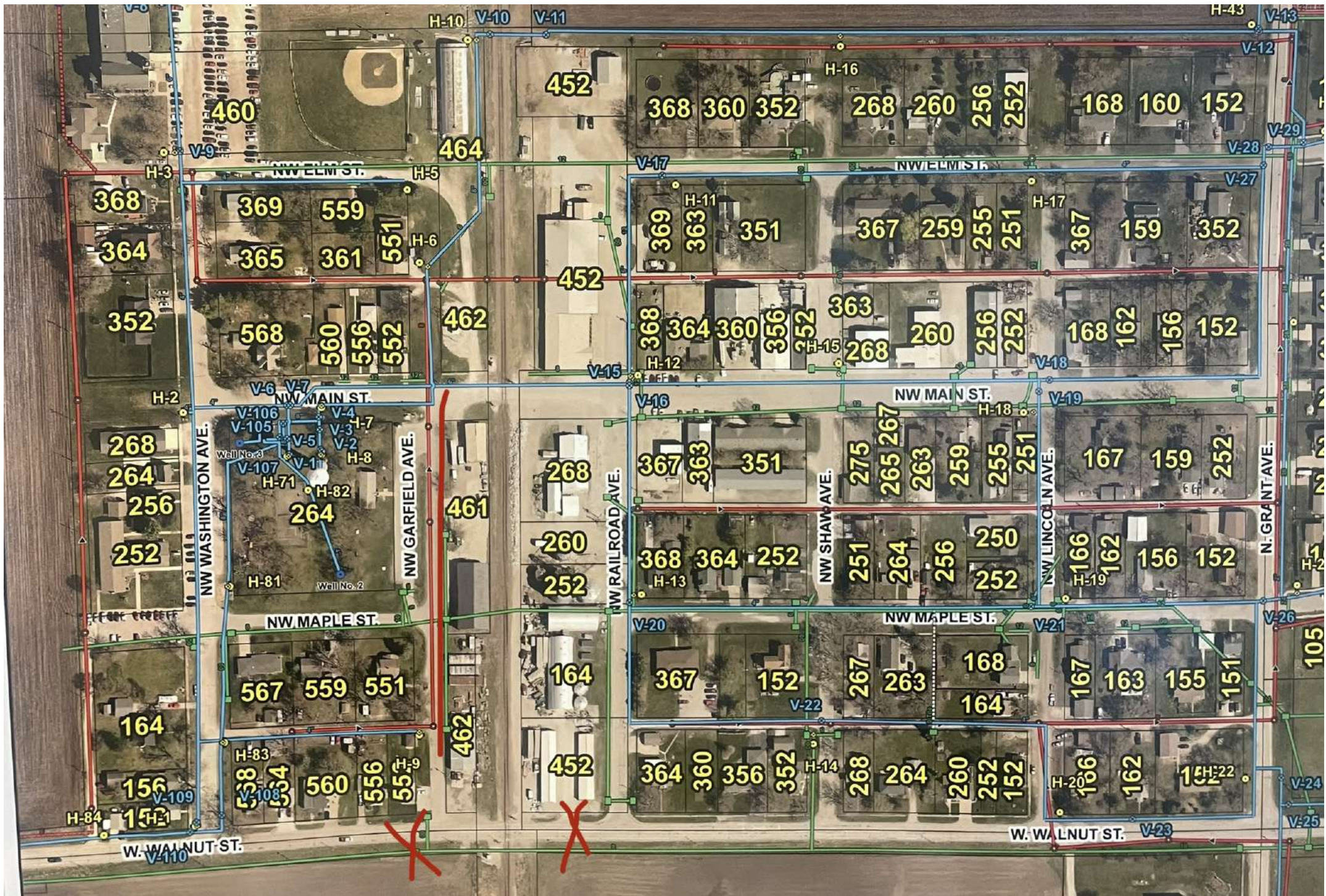
Absent:

Resolution 2024-34 adopted this 22nd day of April, 2024.

Mayor John M. Kaczmarczyk

Attest: _____

Katie Wilson, City Administrator



RESOLUTION #2024-35

A RESOLUTION APPROVING STREET CLOSURES FOR WALNUT STREET RAILROAD CROSSING REPAIR

WHEREAS, Union Pacific Railroad intends to repair the railroad crossing located across Walnut Street; and

WHEREAS, the repair will take place from Wed. May 15th at 7:00am to Friday, May 17th at 7:00am; and

WHEREAS, a traffic route detour and road closures are necessary to allow time to perform the repair and secure traffic control;

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Elkhart hereby approves the following road closures from Wed. May 15th at 6:00am – Friday, May 17th at 8:00am:

- NW Garfield Ave.
- W. Walnut Street – Closure beginning at the intersection of NW Garfield Ave and closure ending just west of the intersection of NW Railroad Ave. (Railroad Ave to remain open)

Detour Route to consist of directing traffic North down NW Washington Ave, over East down Main Street and back South down NW Railroad Ave.

Council member _____ presented Resolution 2024-35 and moved for its approval.
Council member _____ seconded. Roll call vote:

Ayes:

Nays:

Absent:

Resolution 2024-35 adopted this 22nd day of April, 2024.

Mayor John M. Kaczmarczyk

Attest: _____

Katie Wilson, City Administrator



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

April 18, 2024

Katie Wilson
City Administrator
City of Elkhart
260 NW Main Street
P.O. Box 77
Elkhart, Iowa 50073-0077

CITY OF ELKHART, IOWA
WALNUT STREET RAILROAD CROSSING REPAIR TRAFFIC CONTROL PLAN
PROPOSAL FOR PROFESSIONAL SERVICES

We are pleased to submit Veenstra & Kimm, Inc.'s proposal to provide professional services associated with the traffic control plan for the Walnut Street Railroad Crossing Repair project.

Veenstra & Kimm, Inc.'s proposal for professional services is based on the following scope of project as follows:

1. Union Pacific Railroad plans to repair the railroad crossing at Walnut Street in May 2024.
2. Veenstra & Kimm, Inc. will provide the following professional services:
 - a. Prepare traffic control plan including detour route.
 - b. Assist City with obtaining signage.
 - c. Assist City with public notice of street closure and detour route.

Veenstra & Kimm, Inc. will provide professional services based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct costs incurred by the Engineers for work associated with the Project. The total fee for planning services shall not exceed the sum of Five Hundred Dollars (\$500.00).

Fees for services under this proposal will be billed and payable monthly.

Katie Wilson
April 18, 2024
Page 2

This proposal may be made an agreement upon acceptance by affixing the proper signature and date in the spaces below.

If you have any questions or comments, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.



Jordan Kappos

JDK
0-03

Accepted this _____ day of _____, 2024.

CITY OF ELKHART, IOWA

Attest:

By _____

By _____

All, we heard back from Microbac, formally Keystone Labs. The cost is \$ 350.00 per sample, I would recommend sampling both raw water from the wells and our finish water, 3 samples.

The samples need to be shipped to their lab in Ohio for the testing. No quote on shipping.

Please let me know if you want me to proceed, I say it is best to do it now before we get the new plant built.

Thank you,

Tom W. Thorpe

Thorpe Water Development Company

1485 N.E. 70th Ave.~ P.O. Box 555

Ankeny, IA 50021

(515) 289-2345

FAX (515) 289-2354

tom@thorpewater.com

From: Forrest Aldrich <faldrich@v-k.net>

Sent: Thursday, April 11, 2024 3:45 PM

To: Elkhart Cityshop <elkhartshop@yahoo.com>; Tom Thorpe <tom@thorpewater.com>

Cc: Elkhart City Clerk <ElkhartClerk@proton.me>

Subject: Biden-Harris Administration Finalizes First-Ever National Drinking Water Standard to Protect 100M People from PFAS Pollution

Ron and Tom,

See announcement below from EPA.

Of significance:

Ron and Tom,

See announcement below from EPA.

Of significance:

EPA estimates that between about 6% and 10% of the 66,000 public drinking water systems su standards. All public water systems have three years to complete their initial monitoring for these drinking water. Where PFAS is found at levels that exceed these standards, systems must impl

- For PFOA and PFOS, EPA is setting a Maximum Contaminant Level Goal, a non-enforceable health-based goal, at zero. This reflects the latest science showing that there is no level of exposure to these contaminants without risk of health impacts, including certain cancers.
- EPA is setting enforceable Maximum Contaminant Levels at 4.0 parts per trillion for PFOA and PFOS, individually. This standard will reduce exposure from these PFAS in our drinking water to the lowest levels that are feasible for effective implementation.
- For PFNA, PFHxS, and "GenX Chemicals," EPA is setting the MCLGs and MCLs at 10 parts per trillion.
- Because PFAS can often be found together in mixtures, and research shows these mixtures may have combined health impacts, EPA is also setting a limit for any mixture of two or more of the following PFAS: PFNA, PFHxS, PFBS, and "GenX Chemicals."

Has the City ever tested the wells for PFAS? If not, we should. The treatment system we are constructing should be able to remove PFAS but we may need a different or additional media. However, we would be very surprised if PFAS is detected in the water supply given that PFAS is a manmade chemical and we have a fairly well protected water source.

Forrest Aldrich, P.E.

3000 Westown Parkway

West Des Moines, Iowa 50266

515-225-8000

faldrich@v-k.net

From: EPA Press Office <noreply@epa.mediaroom.com>

Sent: Wednesday, April 10, 2024 9:08 AM

To: Dave Schechinger <dschechinger@v-k.net>

Subject: [EXTERNAL] Biden-Harris Administration Finalizes First-Ever National Drinking Water Standard to Protect 100M People from PFAS Pollution

Issued: Apr 10, 2024 (10:00am EDT)

If you wish to unsubscribe please do so here: https://epa.mediaroom.com/index.php?s=20300&unsub=1&hide_page_content=1

Biden-Harris Administration Finalizes First-Ever National Drinking Water Standard to Protect 100M People from PFAS Pollution

As part of the Administration's commitment to combating PFAS pollution, EPA announces \$1B investment through President Biden's Investing in America agenda to address PFAS in drinking water

U.S. Environmental Protection Agency, Region 7 - 11201 Renner Blvd., Lenexa, KS 66219
Iowa, Kansas, Missouri, Nebraska, and Nine Tribal Nations

Contact Information: EPA Press Office (press@epa.gov)

LENEXA, KAN. (APRIL 10, 2024) – Today, the Biden-Harris Administration issued the first-ever national, legally enforceable drinking water standard to protect communities from exposure to harmful per- and polyfluoroalkyl substances (PFAS), also known as 'forever chemicals.' Exposure to PFAS has been linked to deadly cancers, impacts to the liver and heart, and immune and developmental damage to infants and children. This final rule represents the most significant step to protect public health under [EPA's PFAS Strategic Roadmap](#). The final rule will reduce PFAS exposure for approximately 100 million people, prevent thousands of deaths, and reduce tens of thousands of serious illnesses. Today's announcement complements [President Biden's government-wide action plan](#) to combat PFAS pollution.

Through President Biden's Investing in America agenda, EPA is also making unprecedented funding available to help ensure that all people have clean and safe water. In addition to today's final rule, EPA

available to help ensure that all people have clean and safe water. In addition to today's final rule, EPA is announcing nearly [\\$1 billion in newly available funding](#) through the Bipartisan Infrastructure Law to

From  Tom Thorpe <tom@thorpewater.com>

☆ Apr 12

To Forrest Aldrich, Elkhart Cityshop, elkhartclerk@proton.me, Ann Smith, Mary Smith




EPA Administrator Michael Regan will join White House Council on Environmental Quality Chair Brenda Mallory to announce the final standard today at an event in Fayetteville, North Carolina. In 2017, area residents learned that the Cape Fear River, the drinking water source for 1 million people in the region, had been heavily contaminated with PFAS pollution from a nearby manufacturing facility. Today's announcements will help protect communities like Fayetteville from further devastating impacts of PFAS.

"Drinking water contaminated with PFAS has plagued communities across this country for too long," **said EPA Administrator Michael S. Regan.** "That is why President Biden has made tackling PFAS a top priority, investing historic resources to address these harmful chemicals and protect communities nationwide. Our PFAS Strategic Roadmap marshals the full breadth of EPA's authority and resources to protect people from these harmful forever chemicals. Today, I am proud to finalize this critical piece of our Roadmap, and in doing so, save thousands of lives and help ensure our children grow up healthier."

"President Biden believes that everyone deserves access to clean, safe drinking water, and he is delivering on that promise," **said Brenda Mallory, Chair of the White House Council on Environmental Quality.** "The first national drinking water standards for PFAS marks a significant step towards delivering on the Biden-Harris Administration's commitment to advancing environmental justice, protecting communities, and securing clean water for people across the country."

"Under President Biden's leadership, we are taking a whole-of-government approach to tackle PFAS pollution and ensure that all Americans have access to clean, safe drinking water. Today's announcement by EPA complements these efforts and will help keep our communities safe from these toxic 'forever chemicals,'" **said Deputy Assistant to the President for the Cancer Moonshot, Dr. Danielle Carnival.** "Coupled with the additional \$1 billion investment from President Biden's Investing in America agenda to help communities address PFAS pollution, the reductions in exposure to toxic substances delivered by EPA's standards will further the Biden Cancer Moonshot goal of reducing the cancer death rate by at least half by 2047 and preventing more than four million cancer deaths — and stopping cancer before it starts by protecting communities from known risks associated with exposure to PFAS and other contaminants, including kidney and testicular cancers, and more."

EPA is taking a signature step to protect public health by establishing legally enforceable levels for several PFAS known to occur individually and as mixtures in drinking water. This rule sets limits for five individual PFAS: PFOA, PFOS, PFNA, PFHxS, and HFPO-DA (also known as "GenX Chemicals"). The rule also sets a limit for mixtures of any two or more of four PFAS: PFNA, PFHxS, PFBS, and "GenX chemicals." By reducing exposure to PFAS, this final rule will prevent thousands of premature deaths, tens of thousands of serious illnesses, including certain cancers and liver and heart impacts in adults, and immune and developmental impacts to infants and children.

From  Craig McClanahan <craig@crsiowa.com>

To elkhartclerk@proton.me



Katie -

Since I started working with the City of Elkhart, they have purchased the full-license version of Microsoft Office for each of their new computers. They did that because we can purchase MS Office for about \$25/PC. There are several options from Microsoft, but for us, it boils down essentially to 3.

Here are the options:

1. Microsoft Exchange Email for \$4/month or \$217/over 4 years (including the \$25 for the software)
2. Microsoft 365 Basic for \$6/month or \$313/over 4 years (including the \$25 for the software)
3. Microsoft 365 Standard is \$12.50/month or \$600/over 4 years.

1. includes the purchased Office software and Email
2. includes the purchased Office software, Email, Teams, and online storage
3. includes the rented Office software, Email, Teams, and online storage

Options 2 and 3 include additional Microsoft 365 features as well.

Would I be correct in assuming that you want Option 3 for the four staff, and Option 1 for the council and mayor?
