



# CITY OF SOUTH BEND

## BOARD OF PUBLIC WORKS

May 12, 2026

Mr. Chad Hurley  
Basney Enterprises  
52203 State Rd 933  
South Bend, IN 46637  
[chad@basleyimports.com](mailto:chad@basleyimports.com)

RE: Project Completion Affidavit – Basney Auto Water Main Extension LaSalle Trail –  
Project No. DP25-006

Dear Mr. Hurley:

At its May 12, 2026, meeting, the Board of Public Works approved the Project Completion Affidavit for this project in the amount of \$105,000.

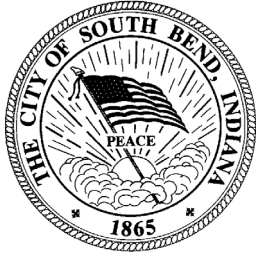
A copy of the Project Completion Affidavit is enclosed for your records.

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

Enclosures  
HH/cb



## INTER-OFFICE MEMORANDUM

### DEPARTMENT OF PUBLIC WORKS DIVISION OF ENGINEERING

**TO:** Hillary Horvath, Clerk  
Board of Public Works

**FROM:** Gemma Stanton  
Senior Project Engineer, Division of Engineering

**SUBJECT:** Basney Enterprises Water Main Extension Acceptance

**DATE:** May 4th, 2026

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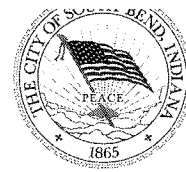
On June 24<sup>th</sup>, 2025, the Board of Public Works executed a Water Main Line Extension Agreement with Basney Enterprises to extend public water main along the Lasalle Trail, parallel to SR 933.

The owner has provided record drawings, test reports, a waiver of lien, and a project completion affidavit as required by the agreement. The owner has also provided a 3-year maintenance bond. I recommend acceptance of this public water main.

Please respond with any questions (EXT 9083).

Enc. Waiver of Lien, PCA, Maintenance Bond

**CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS  
PROJECT COMPLETION AFFIDAVIT**



PROJECT NAME Basney Imports Water Main Extension LaSalle Trail  
 PROJECT NO. Private FINAL COST \$105,000.00  
 CONTRACT Private MAINTENANCE AGREEMENT ENDS  
 SIGNED \_\_\_\_\_  
 PROJECT DESCRIPTION Extend 12" water main 693' Northward from its previous end of main to the North end of Basney Import 52203 SR 933 along the West side of LaSalle Trail

**WITNESSETH:**

The work under the above contract between the City of South Bend and the undersigned contractor having been completed, the City of South Bend, its officials and agents are hereby released from all claims and demands whatsoever arising under or by such contract, and that the contractor performed the work within the scope of the Specifications and Standards of the City of South Bend which were a part of the above Contract.

Executed this 4<sup>th</sup> day of April, 2026.

[Signature]  
 Signature  
Chad M Hurley  
 Printed Name

Basney Imports  
 Company Name  
52203 SR 933  
 Company Address  
South Bend, IN 46637  
 City/State/Zip

**WITNESSES**

Before me, the undersigned Notary Public in and for said country and state, personally appeared Chad M Hurley and acknowledged his/her signature to the above Project Completion Affidavit on the 4<sup>th</sup> day of April, 2026.

[Signature]  
 Notary Signature  
Lisa Young  
 Printed Name

LISA RENEE YOUNG  
 My Commission Expires  
 April 21, 2031  
 Commission Number NP0688988  
 St. Joseph County

My Commission Expires 4.21.2031  
 County of Residence St. Joseph

If the Contractor is a corporation, the following certificate will be executed.

I, \_\_\_\_\_, certify that I am Secretary of the Corporation executing this release; that \_\_\_\_\_ who signed this release on behalf of the contractor was then \_\_\_\_\_ of said Corporation; that said release was duly signed for and on behalf of said Corporation by Authority of its governing body, and is within the scope of corporate powers:

Secretary's Signature \_\_\_\_\_  
 Printed Name \_\_\_\_\_

Corporate Seal

**DEPARTMENT OF PUBLIC WORKS APPROVAL**

This project is acceptable for final approval and we recommend to the Board of Public Works that it be ordained so.

Kyle Ludlow Date: 5/6/2026  
 Construction Manager

CITY OF SOUTH BEND, INDIANA  
 BOARD OF PUBLIC WORKS

[Signature]  
 Elizabeth A. Maradik, President

[Signature]  
 Joseph R. Molnar, Vice President

[Signature]  
 Murray L. Miller, Member

[Signature]  
 Breana N. Micou, Member

[Signature]  
 Abigail E. Magas, P.E.  
 Abigail E. Magas, Member

[Signature]  
 Attest: Hillary R. Horvath, Clerk

Date: May 7, 2026

FINAL WAIVER OF LIEN

Tony Clark being duly sworn that he/she is the President (Name of Officer) (Title)

of Clarkco, Inc. having contracted with Basney Imports (Subcontractor/Supplier) (Contractor)

to furnish certain materials and/or labor as follows: Construct 693' of 12" water main extension along LaSalle Trail (Description)

for a project known as Basney Imports 12" Water Main Extension LaSalle Trail (Name of Project)

located at 52203 SR 933, South Bend, IN

and owned by Basney Imports 52203 SR 933, South Bend, IN (Owner)

and does hereby further state on the behalf of the aforementioned subcontractor/supplier:

FINAL WAIVER that the final balance due from the contractor is the sum of

One hundred five thousand and 00/100 (\$105,000.00) (Amount Written Out)

- X receipt of which is hereby acknowledged; or
[ ] the payment of which has been promised as the sole consideration for this Affidavit and Final Waiver of Lien which shall become effective only upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner of said premises, any and all liens or claims whatsoever on the above-described property and improvements thereon an account of labor or material or both, furnished b the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certified that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said project, and within the scope of this Affidavit and Waiver of Lien.

Date 5-1-20

Clarkco, Inc. (Firm) By [Signature] (Authorized Representative)

STATE OF IN )
Elkhart COUNTY ) SS:



Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Tony Clark and acknowledged the execution of the foregoing Waiver of Lien.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the 1st day of May 20 20.

My Commission Expires: December 14, 2030 Notary Public Signature [Signature]

Residing in Elkhart County Notary Public Name Christine M. Stout

**THE CINCINNATI INSURANCE COMPANY**  
**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we

Basney Enterprises, Inc. Bond #: CBE1058281  
as Principal and THE CINCINNATI INSURANCE COMPANY, 6200 S. Gilmore Road, Fairfield, Ohio 45014-5141, a corporation organized under the laws of the State of Ohio, with principal office at Cincinnati, Ohio, as Surety, are held and firmly bound unto

City of South Bend  
(hereinafter called the Obligee), in the penal sum of

ten thousand and five hundred (\$10,500)  
Dollars, for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 4th day of May, 2026

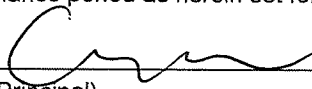
WHEREAS, the said Principal has heretofore entered into a contract with the Obligee above named for

City Water Main Extension-52203 State Road 933 N South Bend, IN 46637  
and,  
N/A

WHEREAS, the work called for under said contract has now been completed and accepted by the said Obligee;

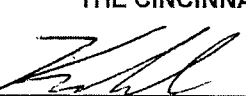

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if said Principal shall, for a period of 1 year(s) from and after the 20th day of May, 2026, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its Home Office in the City of Cincinnati, Ohio, promptly and in any event within ten (10) days after the Obligee or his representative shall learn of such default, and that no claim, suit, or action by reason of any default of the Principal shall be brought here under after the expiration of thirty days from the end of the maintenance period as herein set forth.

  
\_\_\_\_\_  
(Principal) (Seal)

Owner (Title)

THE CINCINNATI INSURANCE COMPANY

By    
\_\_\_\_\_  
Kohl Haughee Attorney-in-fact

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Rebekkah Groshans; Kohl Haughee and/or Megan Rose

of South Bend, Indiana

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

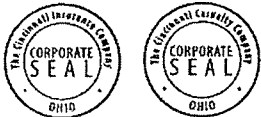
Any such obligations in the United States, up to  
Five Million and No/100 Dollars (\$5,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen A. Ventre*

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



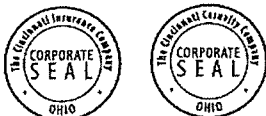
*Keith Collett*

Keith Collett, Attorney at Law  
Notary Public - State of Ohio

My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 4th day of May, 2026



*Ed H.*

**BOARD OF PUBLIC WORKS  
AGENDA ITEM REVIEW REQUEST FORM**

Date: 5/4/2026  
 Name: Gemma Stanton Department of Public Works – Engineering Division  
 BPW Date: 5/12/2026 Phone Extension: 9083

**Required Prior to Submittal to Board**

BPW Attorney  Attorney Name \_\_\_\_\_  
 Dept. Attorney  Attorney Name \_\_\_\_\_  
 Purchasing  \_\_\_\_\_

**Check the Appropriate Item Type – Required for All Submissions**

<input type="checkbox"/> Professional Services Agreement	<input type="checkbox"/> Contract	<input type="checkbox"/> Proposal
<input type="checkbox"/> Open Market Contract	<input type="checkbox"/> Amendment/Addendum	<input type="checkbox"/> Special Purchase, QPA
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Req. to Advertise <input checked="" type="checkbox"/> Title Sheet
<input type="checkbox"/> Quote Opening	<input type="checkbox"/> Quote Award	<input type="checkbox"/> Reject Bids/Quotes
<input type="checkbox"/> Proposal Opening	<input type="checkbox"/> C/O & PCA No. _____	<input checked="" type="checkbox"/> PCA
<input type="checkbox"/> Chg. Order, No. _____	<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Resolution
<input type="checkbox"/> Other: <u>Water main line extension agreement</u>		<input type="checkbox"/> Ease./Encroach

**Required Information**

Company or Vendor Name Basney Enterprises  
 New Vendor  Yes  If Yes, Approved by Purchasing  
 No  
 MBE/WBE Contractor  MBE  Completed E-Verify Form Attached  Yes  
 WBE  No  
 Project Name Basney Auto Water Main Extension  
 Project Number DP25-006  
 Funding Source \_\_\_\_\_  
 Account No. \_\_\_\_\_  
 Amount \_\_\_\_\_  
 Terms of Contract \_\_\_\_\_  
 Special Contract Provisions \_\_\_\_\_  
 Purpose/Description Closeout for Basney water main extension parallel to SR 933

**For Change Orders Only**

Amount of  Increase \$ \_\_\_\_\_  
 Decrease (\$ \_\_\_\_\_ )  
 Previous Amount \$ \_\_\_\_\_  
 Increase \_\_\_\_\_ %  
 Current Percent of Change: Decrease ( \_\_\_\_\_ %)  
 New Amount \$ \_\_\_\_\_  
 Increase \_\_\_\_\_ %  
 Total Percent of Change: Decrease ( \_\_\_\_\_ %)  
 Time Extension Amount: \_\_\_\_\_  
 New Completion Date: \_\_\_\_\_