



**AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING  
MUNICIPAL BUILDING (2<sup>ND</sup> FLOOR), COUNCIL CHAMBERS  
TUESDAY, JANUARY 10, 2023 at 4:00 P.M.**

**THIS MEETING WILL BE HELD IN-PERSON & ELECTRONICALLY VIA WEBEX**

To join, go

<https://coei.webex.com/coei/j.php?MTID=ma6b58f52257634e8da94b8fd43a02649>

enter **2315 585 6982** as the event number and "RDC1" as the event password.

To join by phone, call **1-415-655-0001**, enter **2315 585 6982##**

*Press \* 6 to unmute telephone*

Comments and questions may be submitted via the WebEx app during the meeting, or may be submitted to [adam.fann@coei.org](mailto:adam.fann@coei.org) prior to the meeting.

**1. Call to Order**

**2. Approval of Minutes**

- December 13, 2022 Regular Meeting Minutes

**3. New Business**

**a) Election of Officers – 2023**

**b) Open Bids**

**c) Approval of Frankenberger Contract & Appropriation**

- Approve Lawn Care/Snow Removal Contract for Services for Calendar Year 2023 and 2024 and appropriate \$106,427 from Downtown Allocation Area No. 1 Special Fund, \$6,499 from Elkhart Technology Park Allocation Area Special Fund and \$49,554 from Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund (totaling \$162,480).

**d) Approval Nelson Law Group Amended Fee Agreement**

- Approve Amended Fee Agreement Nelson Law Group Services on 1101 E. Beardsley Matter and Appropriate \$30,000 from Downtown Allocation Area No. 1 Special Fund.

**e) Approval Nelson Law Group Star Tire Bill and Appropriation**

- Approve Nelson Law Billing of invoice #22186 for \$4125.30 for old Elkhart Armory and Star Tire properties and appropriate \$4125.30 from the Downtown Allocation Area No. 1 Special Fund.

**f) 1524 Frances Appraisals**

- Authorizing the offering of Real Estate for sale under 36-7-14-22.

**g) Approval of Laura Miller Contract & Appropriation**

- Approving Contract for Services and Appropriate \$2000 from Community Development Block Grant Program Special Funds to pay for training of a new Community Development Specialist.

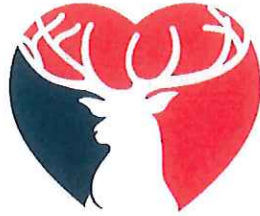
**4. Staff Updates**

**5. Other Business**

- a) Warrick and Boyn Invoice
- b) TIF Report

**9. Public Comment**

**10. Adjournment**



**City of Elkhart**  
*Redevelopment Commission*

**REGULAR MEETING**  
**ELKHART REDEVELOPMENT COMMISSION**  
**LOCATION: CITY HALL, 2<sup>ND</sup>. FLOOR, COUNCIL CHAMBERS**  
**Tuesday, December 13, 2022**  
**4:00 p.m.**

---

**PRESENT:** Dina Harris, Alex Holtz, Dorisanne Nielsen, Gerry Roberts, Sandi Schreiber, Wes Steffen, Gary Boyn, Chaise Cope, Adam Fann, Mary Kaczka, Mike Huber, Sherry Weber (Recording Secretary)

**PRESENT BY WEBEX: Chris Pottratz**

---

**CALL TO ORDER**

This meeting was held in-person, telephonically, and virtually through WEBEX. The meeting was called to order at 4:00 p.m. by Ms. Schreiber, President.

**AMENDMENT OF DECEMBER 13, 2022 AGENDA**

Ms. Schreiber asked for a motion to amend the December 13, 2022 Agenda. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote. All in favor, motion approved.

**APPROVAL OF NOVEMBER 9, 2022 REGULAR MEETING MINUTES**

Ms. Schreiber asked for a motion to approve the November 9, 2022 Regular Meeting Minutes. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote. All in favor, minutes approved.

**NEW BUSINESS**

**A. OPEN OFFERS**

Mr. Adam Fann opened and read the two bids received for lawn mowing and leaf/snow removal. Mr. Eric Frankenberger addressed the commission and answered their questions. Mr. Adam Fann will tabulate the bids and one will be awarded at the end of the meeting.

**B. RIVER DISTRICT OVERAGES**

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve change order No. 1 to the contract for demolition services for River District Properties in the amount of \$33,935 from the Elkhart Capital Outlay fund to Cross Excavating and Demo Services. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote. All in favor. Motion approved.



#### **C. JPR SERVICES AT 1045 SOUTH MAIN**

Mr. Adam Fann addressed the commission and answered any of their questions. Ms. Schreiber asked for a motion to approve Jones Petrie Rafinski (JPR) services at 1045 S. Main Street and appropriate \$1587 from the Downtown Allocation Area No. 1 Special Fund to cover the cost of doing a structural engineering investigation at 1045 South Main. Moved by Mr. Holtz. Seconded by Mr. Steffen. Voice vote. All in favor, motion approved.

#### **D. 1524 FRANCES APPRAISALS**

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approving appraisals for 1524 Frances Street and appropriating \$1000 from Special Fund Account 294 for 1524 Frances Avenue appraisal cost. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote. All in favor, motion approved.

#### **E. Elkhart County Convention & Visitors Bureau (ECCVB)**

Mr. Jon Hunsberger and Ms. Janis Logsdon, both from the ECCVB, addressed the commission and answered their questions. Ms. Schreiber asked for a motion to appropriate and authorize the expenditure of \$60,000 from the Allocation Area No. 1 Special Funds for implementation of 2023 ECCVB (Do Downtown) Gateway Mile Promotions. Moved by Ms. Harris. Seconded by Mr. Roberts. Roll call vote. All in favor, motion approved.

Mr. Jon Hunsberger and Ms. Janis Logsdon, both from the ECCVB, addressed the commission and answered their questions. Ms. Schreiber asked for a motion to appropriate and authorize the expenditure of \$130,000 from the Cassopolis Street Corridor Allocation Area Special Funds for implementation of 2023 ECCVB Exit 92 Premier Exit Study Implementation. Moved by Mr. Holtz. Seconded by Ms. Harris. Roll call vote. All in favor, motion approved.

#### **F. 6<sup>TH</sup> AND INDIANA ACCESS TO METRIC ENVIRONMENTAL**

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the resolution to grant access to Metric Environmental for investigation on 6<sup>th</sup> and Indiana. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote. All in favor, motion approved.

#### **G. LETTER OF INTENT FOR WOODLAND MALL**

Mr. Boyn addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the issuance of the letter of intent for Woodland Crossing. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote. All in favor, motion approved.

#### **H. FRANKLIN AND 5<sup>TH</sup> RECONVEYANCE AND REIMBURSEMENT**

Mr. Boyn addressed the commission and answered their questions. Ms. Mary Kaczka addressed the commission and gave further details. Ms. Schreiber asked for a motion to approve the reconveyance of the properties to the City of Elkhart, Department of Redevelopment and to reimburse Habitat of its costs of \$4200 incurred and appropriate \$4200 from Special Account 294 to cover the cost of reimbursement. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote. All in favor, motion approved.



### **I. 1217 SOUTH MAIN STREET**

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the resolution extending the development agreement by 120 days for 1217 South Main Street due to supply chain issues. Moved by Ms. Harris. Seconded by Mr. Steffen. Voice vote. All in favor, motion approved.

### **J. PLEWS AND SHADLEY INVOICES**

Mr. Boyn addressed the Commission and answered their questions. Ms. Schreiber asked for a motion approving Plews and Shadley invoices from September 2022 and November 2022 for LaBour Pump Mediator Services in the amount of \$376.37 from the Consolidated South Elkhart Economic Development/Redevelopment Area TIF Special Fund. Moved by Mr. Roberts. Seconded by Ms. Harris. Voice vote. All in favor, motion approved.

### **K. AWARDING OF LAWN CARE AND LEAF/SNOW REMOVAL BID**

Mr. Adam Fann addressed the commission with the total dollar amounts from each bid received for lawn care and leaf /snow removal. Mr. Fann suggested going with Frankenberger Lawn Care Service. Ms. Schreiber asked for a motion accepting the bid from Frankenberger Lawn Care Service for snow removal, leaf removal and mowing in the sum of \$6,770 to be appropriated from various TIFs. Moved by Ms. Harris. Seconded by Ms. Holtz. Voice vote. All in favor, motion approved.

### **PUBLIC COMMENT**

Mr. Glen Duncan addressed the commission and thanked them for the meeting with MACOG. It was very much appreciated by the neighbors. Mr. Duncan presented Mr. Adam Fann with a letter (attached) presenting ideas as an update consistent with what they heard at the meeting with MACOG. Mr. Duncan suggested doing a traffic study now as traffic continues to be a problem with the neighbors.

Ms. Nekeesha Alexis addressed the commission asking for updates regarding the Kelby Love mural and the building. Ms. Sandi Schreiber let Ms. Alexis know we just (today) approved JPR to conduct a structural engineering study on the building on which the Kelby Love mural is painted.

### **STAFF UPDATES**

Mr. Adam Fann addressed the commission with updates on projects around the city

- 1701 Sterling – Have run into impasse with state regarding some impacted soil. Our plan is to finish out our contract with Russ. We can come back and create another contract for the removal of impacted soil and some additional testing.
- 1918 Markel – tank found underground. Estimating \$10,000 to \$12,000 to remove. Contacting POSE program regarding funding to remove tank.
- South Main – Preconstruction meeting coming up for phase 3
- 1101 E. Beardsley – Currently doing borings.
- 1000 Block of South Main – Should be closing on the 16<sup>th</sup>.

### **OTHER BUSINESS**

Mr. Boyn stated the current work amount on the Warrick and Boyn invoice is for \$13,701.66.

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$13,701.66. Moved by Mr. Steffen. Seconded by Mr. Holtz. Voice vote. All in favor, invoice approved.

The commissioners have the current TIF Report

Ms. Schreiber asked for a motion to recess for an executive session. Moved by Mr. Steffen. Seconded by Ms. Harris. Voice vote. All in favor, motion approved.

### **RECESS FOR EXECUTIVE SESSION AT 4:52** **RECONVEIN FROM EXECUTIVE SESSION AT 5:45**

### **ADJOURNMENT**

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. It was moved by Mr. Roberts. Seconded by Mr. Holtz. Voice vote. All in favor, motion approved. The meeting adjourned at 5:45p.m. Next meeting is on Tuesday, January 10, 2023 at 4:00 p.m. in Council Chambers.

---

**SANDI SCHREIBER, PRESIDENT**





Dec 6, 2022

City of Elkhart Redevelopment Commission 229 S Second St Elkhart, IN 46516

City Of Elkhart Plan Commission 229 S Second St Elkhart, IN 46516

City of Elkhart Common Council 229 S Second St Elkhart IN 46516

Michiana Area Council of Governments 227 W Jefferson Blvd South Bend IN 46601

SUBJECT: USE OF C.G. CONN property 1101 E Beardsley

Residents of the East Beardsley—Greenleaf Neighborhood stated their position in a brief letter Aug 1, 2022. A copy of that letter is attached. It was signed by 74 residents and provided to the Redevelopment Commission.

We the undersign reiterate the position stated in the Aug 1, 2022 letter. Subject to that, we add the following additional points:

- #1 Our first preference would be for the Redevelopment Commission to continue on and complete the "remediation" by removal of the old CONN office building and possibly also the old parking lot and then leave the entire property as a green space or park. That is, no further development at all.
- #2 Only if number one can not be followed.....remove old building and parking lot and rezone R-1 and allow single family housing intended to be owner occupied with no structure to be more than 35 feet in height. The height restriction is identical to what was placed on the seven acres developed as the assisted living facility to specifically make it fit in with the surrounding residential neighborhoods and would be equally applicable to the remaining ten acres.....Note that for this approach to be acceptable the number of single family units should be limited as any increase in traffic on Beardsley St and or Greenleaf Blvd will be dangerous and not a good idea.
- #3 Although the RDC has indicated it intends to remove the CONN building, we request they indicate they will do so prior to any attempt to convey the Conn Property and make clear they will not try to contract this responsibility out to a potential purchaser as the new owner would have the incentive to use the most cost efficient method of demolition and removal vs the most environmentally safe to the surrounding property owners method. We know there was asbestos removed from the building and we know from existing environmental reports there is a high lead concentration in the surface soils around the building. Demolition will cause materials to become airborne. We do not know what is still in the walls of the old building or under it or under the parking lot.....but what we do know is the Redevelopment Commission started the remediation. They owe it to the surrounding neighborhood to complete it before any decision is made as to what the property gets used for.....and therefore, before any conveyance or offer to sell occurs.



Resident Name

Address

signature

Glenn L Duncan 1237 Greenleaf  
Bldg, Elkhart

Glenn L Duncan

Diane R Duncan " "

Diane R Duncan

Doug Farnless 2705 Greenleaf Blvd

Doug Farnless

Karen Farnless 2705 Greenleaf Blvd

Karen Farnless

HANS DISCH 2413 Greenleaf Blvd

Hans Disch

Trudy Disch 2413 Greenleaf Blvd.

Trudy Disch

Joe Pittman 2303 GREENLEAF

Joe Pittman

KAREN A. CITTAONE 2303 GREENLEAF

Karen A. Cittaone

Patricia Knight 2123 Greenleaf Blvd

PATRICIA KNIGHT

Resident Name

Address

signature

E.L. Knight

2123 Greenleaf

E.L. Knight

P.W. Russell

1219 Greenleaf

P.W. Russell

V.L. Russell

1219 Greenleaf Blvd

V.L. Russell

TONY WARNING  
Sony Warning

2515 GREENLEAF BLVD

Sony Warning

Martha Peterson

2515 Greenleaf Blvd.

Martha Peterson

Stacey Nickel

913 E. Beardsley

Stacey Nickel

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

August 1, 2022

City of Elkhart Redevelopment Commissioner Municipal Building  
229 S Second St Elkhart, IN 46516

City of Elkhart Plan Commissioner  
229 S Second St Elkhart, IN 46516

City of Elkhart Common Council  
229 S Second St Elkhart, IN 46516

Dear Redevelopment Commission, Plan Commission and City Council Members:

We the undersign residents of the East Beardsley-Greenleaf neighborhood, respectfully request you not support the development for the approximate 7-acre site at the Greenleaf-Beardsley intersection (old Conn Musical Instrument Property) for apartment building or commercial development.

We would support greenspace or owner-occupied residential use.

Resident Name

Resident Address

Resident Signature

Elena L Duncan

1239 Greenleaf Blvd

Elena L Duncan

Diana Duncan

" " " "

Diana Duncan

James R Byrnes

721 Violet Rd  
Elkhart, IN 46514

James R Byrnes

(copy of other "signature" pages totalling 74  
signatures available for review)



C.G. Conn Public Meeting Dec 6.pdf  Print  Save to OneDrive  Show email  X



## NEWS RELEASE

For Immediate Release, November 28, 2022

### Public Invited to Input Session on Redesigning the C.G. Conn S

ELKHART, IN -- You are invited to a public input session on redeveloping the C.G. Conn located at 1101 E Beardsley Avenue.

**What:** In-Person Input Session, Part 2 - Redesigning the C.G. Conn Site

**Where:** High Dive Pavilion, 500 E Beardsley Ave, Elkhart, IN

**When:** Tuesday December 6, 2022. A midday and evening session are scheduled to accommodate different schedules.

**What We Heard:** After the public input sessions and survey in fall 2021, the city heard neighbors calling for lower density housing, greenspace, and a need to address speeding congestion nearby. A community survey and other planning processes and studies highlight continuing housing shortage. We also heard concerns about potential health impacts from the 10 acre former C.G. Conn site at 1101 E Beardsley Ave and the adjacent Bergerson School at 1032 E Beardsley Ave.

**How We Responded:** The city set multi-family developer proposals aside and went back to the drawing board to create reuse options that include single-family homes. The city, MACOG, and the state collaborated on two additional sampling rounds, with a third planned for next year.










#### Itinerary:

12:00 – 2 pm – Drop-in open house format to ask questions of city staff, MACOG, the brownfields consultant team, and the Indiana Brownfields Program. Environmental remediation materials summarized in the evening session will be able for review and public comment.

5:30 pm – Public presentation to provide an update on environmental data collected and plans for sampling and remediation, including a summary of the adjacent Bergerson School. Participants will be invited to give feedback and comment on specific design elements. Several draft site plan visuals provided as a guide.

**Hosted by:** Michiana Area Council of Governments & City of Elkhart

**Consultant Team:** Metric Environmental, Roberts Environmental, Revitalized Community

 Delete  Archive  Report v  Reply  Reply all  Forward v   v  v



## Invite to C.G. Conn Meeting Part 2 (1101 E Beardsley) - December 6

LT Leah Thill <lthill@macog.com>

     ...

Mon 11/28/2022 1:15 PM

 C.G. Conn Public Meeting De... v  
249 KB

2 attachments (6 MB)  Save all to OneDrive - Thorne Grodnik  Download all

Good afternoon,

I'm pleased to invite you to a second public session on the redevelopment of the C.G. Conn property located at 1101 E Beardsley in Elkhart. You are receiving this email because you either attended one of the public meetings in late 2021 or took the survey.

Next **Tuesday December 6th** two sessions will be held for convenience - an open house in the afternoon around lunch (12-2 pm) and a presentation in the evening (5:30 pm).

These sessions will be an opportunity to comment on cleanup alternatives and specific elements of new draft site plans that include single-family homes, as well as get an update on environmental data gathered since 2021 and further sampling planned. The afternoon open house will be the best opportunity to ask one-on-one questions with environmental experts including the state's Indiana Brownfields Program staff.

**RSVP (optional):** <https://tiny.cc/redesignCGconn>

Feel free to share with others, and please let me know if you have any questions about the public input sessions after reviewing the attached flyer and press release.

--

**Leah Thill**

*Senior Environmental Planner*

*She/Her*

**Michiana Area Council of Governments**

227 W. Jefferson Boulevard

11th Floor County-City Building



Elkhart Redevelopment Commission  
Pre-Agenda Meeting Summary  
For December 9, 2022

---

**PRESENT:** Dina Harris, Alex Holtz, Sandi Schreiber, Wes Steffen, Gary Boyn, Chaise Cope, Adam Fann, Kristen Smole, Mike Huber and Sherry Weber (Recording Secretary)

**PRESENT BY WEBEX:** Gerry Roberts, Chris Pottratz, Jamie Arce

---

The Commission reviewed each agenda item and staff explained the status of each matter to date and the need for and purpose of the proposed Resolution to be acted upon at the upcoming Elkhart Redevelopment Commission meeting on December 13, 2022.



RESOLUTION NO. 23-R-001

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,  
INDIANA, APPROVING LAWN CARE/SNOW REMOVAL CONTRACT

Whereas, the Commission needs the services of a lawn care company to perform lawn mowing, leaf pickup and snow removal services (the "Services") for various properties under its control located in Downtown TIF Area, Tech Park TIF Area, and the Consolidated South Elkhart TIF Area and has requested and received quotes thereon; and

Whereas, the prices quoted are on a per site visit basis so the actual costs per year will depend on how many times each service is needed and performed;

Whereas, the Commission reviewed the quotes received, found the quote of Frankenberger Lawn Care, LLC ("Frankenberger") the lowest and most responsive and awarded the contract for the Services to Frankenberger; and

Whereas, the Commission has reviewed the attached form of Contract for Services believes it is in the best interest of the City and its inhabitants that the contract be approved.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission reaffirms the employment of Frankenberger to perform the Services for the calendar years 2023 and 2024.
2. The Commission appropriates the sum of \$162,480.00 to cover the estimated cost of the services, to be allocated among the named Special Funds in the following amounts:
  - a. \$ 106,427.00 from the Downtown Allocation Area No. 1 Special Fund;
  - b. \$ 6,499.00 from the Elkhart Technology Park Allocation Area Special Fund;  
and
  - c. \$49,554.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund.
3. At the end of the two-year period, all unspent funds shall be returned to the appropriate accounts.
4. The Officers of the Commission are authorized and directed to perform all acts and enter into all Agreements they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 10<sup>th</sup> DAY OF JANUARY 2023.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

By \_\_\_\_\_  
Sandra Schreiber, President

ATTEST:

By \_\_\_\_\_  
Alex Holtz, Secretary

## CONTRACT FOR SERVICES

THIS AGREEMENT is entered into as of the 1st day of January 2023, between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, whose address is 201 South Second Street, Elkhart, Indiana 46516 ("City") and Frankenberger Lawn Care, LLC, an Indiana limited liability company, whose address is 602 Modrell Blvd., Elkhart, Indiana 46514 ("Contractor").

### RECITALS

1. City is interested in hiring Contractor to provide snow removal and mowing and leaf removal lawn care services at certain properties owned by City; and

2. City desires to employ Contractor as an independent contractor and Contractor is willing to provide the services required, on that basis, in accordance with the terms of this Agreement.

In consideration of the contract price and other agreements herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. Employment of Contractor. City hereby employs Contractor to perform certain snow removal and lawn care services, and Contractor agrees to perform, the Services.
2. Scope of Services. Contractor will provide snow removal, mowing, and leaf removal services for City for the properties listed in the Scope of Services attached hereto as Exhibit A (the "Services").
3. Compensation. City will pay Contractor for the Services in accordance with the per service fee schedule contained in Exhibit A attached hereto (the "Fee"), as follows:

Contractor will submit monthly invoices for services performed and will be paid in accordance with City's standard payment cycle.

4. Independent Contractor. Contractor shall perform as an independent contractor, and not as an agent or employee of the City. Contractor shall have no power or authority to act on behalf of the City or bind the City to any contract. Contractor shall carry adequate insurance to cover its employees, if any, and itself from any liability for injury to person or property arising from the performance of its duties, including workmen's compensation insurance for its employees, and will provide proof of such insurance to City, on request.
5. Taxes. Contractor shall pay its own taxes incurred from income generated on this project and understands that City will not withhold or pay on behalf of Contractor or



any of its employees: (a) federal, state or local income taxes; (b) any other payroll tax or social security tax; or (c) any kind of employee benefit.

6. Indemnification. Contractor shall indemnify and hold City harmless from and against all loss, damage, cost or expense, including attorney fees, by reason of any claim arising as a result of Contractor's performance of its duties hereunder.
7. Default. If City fails to pay Contractor for its services as required herein, or Contractor fails to perform as required herein, and the defaulting party does not cure such default within 20 days of the receipt of written notice to cure, then the non defaulting party may claim default, and terminate this Agreement. City will be responsible to pay for work actually performed by Contractor to the date of termination.
8. Bankruptcy, Insolvency. As this is a personal service contract, and City is relying on the expertise of Contractor and its ability to complete the entire scope of work, the parties agree that if an Order for Relief is entered against the Contractor under the US Bankruptcy Code, or Contractor makes an Assignment for the Benefit of Creditors, or a Receiver is appointed for Contractor, this Agreement shall terminate immediately, without further liability to Contractor, except for payment for those Services already performed all in accordance with the Default provision herein, and City shall have the right to replace Contractor.
9. Term. The original term of this Contract shall begin on January 1, 2023 and terminate on December 31, 2024. Notwithstanding the above, either party may terminate this Agreement at any time during the term of this Contract by providing the other 30 days prior written notice, in which event all Services will be terminated upon the expiration of that notice period. In the event of such termination, City will pay for only those Services actually performed to the date of termination.
10. Drug Free Workplace. Contractor covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the City within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the state of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, termination of this contract and/or debarment of contracting opportunities with the City for up to three (3) years.
11. Compliance with Law. Contractor affirms that it will perform its duties hereunder in compliance with all applicable laws and regulations including its duty to not discriminate against any employee or applicant for employment relating to this contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of the employee's or applicant's race, religion, age, color, sex, disability, national origin, ancestry, status as a veteran or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The Contractor certifies compliance with the applicable laws, regulations and executive orders prohibiting discrimination based on the Protected



Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this contract.

12. Certification of Compliance. Attached hereto as **Schedule 1** is Contractor's signed Certification of Compliance with I.C. 22-5-1.7, which is incorporated herein by reference.
13. Notices. Any notice required hereunder shall be given in writing, and hand delivered or sent to the business address of the other party shown above by means sufficient to show return receipt.
14. Assignment. This contract is not assignable.
15. Amendment. This contract may only be amended in writing, signed by the parties hereto.
16. Entire Agreement. This contract contains the entire agreement of the parties, and all prior negotiations and discussions are merged herein.
17. Applicable Law, Blue Penciling. This contract shall be construed in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. The proper venue for any legal action arising hereunder shall be in a court of general jurisdiction in Elkhart County, state of Indiana. If any provision is found by a court of competent jurisdiction to be unenforceable, such provision will be deemed stricken herefrom, and the remainder of the contract shall continue in full force and effect.
18. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original.
19. Non Collusion. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor or City, directly or indirectly, has entered into any agreement to accept or receive, or been offered, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

*[remainder of this page intentionally left blank]*

In witness whereof, the parties have entered into this agreement as of the date above set forth.

City of Elkhart, Indiana  
Dept of Redevelopment

Frankenberger Lawn Care, LLC

By \_\_\_\_\_  
Sandra Schreiber, President  
Elkhart Redevelopment Commission

By \_\_\_\_\_  
Dave Frankenberger, Member

# EXHIBIT A

## SCOPE OF SERVICES

### LAWN CARE SERVICES ESTIMATES

Below are the lawn care services and related prices. Feel free to add a comment in the right sidebar if you have any questions on this pricing.

Frankenberger Lawn Care, LLC					
Pricing per Occurrence					
Parcel Number	#	Street	Mowing	Leaf Removal	Snow Removal
20-06-05-401-002.000-012	200	2 <sup>nd</sup> N	\$25.00	\$30.00	\$15.00
20-06-05-180-008.000-012	408	2 <sup>nd</sup> N	\$25.00	\$40.00	\$15.00
20-06-08-179-003.000-012	613	Dr King DR	\$1,000.00	\$20.00	\$100.00
20-06-08-176-003.000-012	613	Dr King DR Adj W	\$ 0.00	\$ 0.00	\$ 0.00
20-06-08-257-017.000-012	1400 Block	6 <sup>th</sup> St	\$100.00	\$15.00	\$15.00
20-06-08-257-004.000-012			\$ 0.00	\$ 0.00	\$15.00
20-06-08-257-014.000-012			\$ 0.00	\$ 0.00	\$15.00
20-06-08-257-013.000-012			\$ 0.00	\$ 0.00	\$15.00
20-02-33-362-007.000-027		Conn/Erwin	\$60.00	\$60.00	\$15.00
20-02-33-362-014.000-027	1032	Beardsley E.	\$20.00	\$35.00	\$15.00
20-06-08-257-016.000-012		Delaware	\$150.00	\$200.00	\$15.00
20-06-08-257-010.000-012			\$ 0.00	\$ 0.00	\$15.00
20-06-08-257-009.000-012			\$ 0.00	\$ 0.00	\$15.00
20-06-08-255-024.000-012			\$ 0.00	\$ 0.00	\$15.00
20-06-08-255-023.000-012			\$ 0.00	\$ 0.00	\$15.00
20-06-08-255-030.000-012			\$ 0.00	\$ 0.00	\$15.00
20-06-08-258-001.000-012			\$ 0.00	\$ 0.00	\$15.00
20-06-08-258-002.000-012			\$ 0.00	\$ 0.00	\$15.00
20-06-08-258-003.000-012			\$ 0.00	\$ 0.00	\$15.00
20-06-08-255-029.000-012			\$ 0.00	\$ 0.00	\$15.00
20-06-05-479-031.000-012	130	Division	\$20.00	\$10.00	\$15.00
20-06-05-479-024.000-012	144	Division	\$30.00	\$30.00	\$15.00
20-06-05-479-015.000-012	150	Division	\$120.00	\$80.00	\$15.00
20-06-05-481-044.000-012	167	Division	\$40.00	\$40.00	\$15.00
20-06-05-482-030.000-012	207	Division	\$25.00	\$40.00	\$15.00
20-06-05-480-039.000-012	218	Division	\$50.00	\$100.00	\$15.00
20-06-05-482-011.000-012	241	Division	\$60.00	\$20.00	\$15.00
20-06-04-355-011.000-012	511	Division	\$60.00	\$20.00	\$15.00
20-06-08-205-017.000-012	729	Main S.	\$25.00	\$ 5.00	\$15.00
20-06-08-205-018.000-012	733	Main S.	\$20.00	\$ 5.00	\$15.00
20-06-08-205-020.000-012	739	Main S.	\$25.00	\$ 5.00	\$15.00
20-06-08-205-016.000-012	739	Main S. Adj W	\$10.00	\$ 5.00	\$ 5.00



20-06-08-230-017.000-012	919	Main S.	\$20.00	\$ 5.00	\$15.00
20-06-08-234-004.000-012	1001	Main S.	\$35.00	\$ 5.00	\$15.00
20-06-08-234-019.000-012	1017	Main S. Adj. N	\$25.00	\$ 5.00	\$ 0.00
	1029-1045	Main S.	\$35.00	\$ 5.00	\$ 5.00
20-06-08-258-004.000-012		Maryland	\$60.00	\$150.00	\$20.00
20-06-08-258-005.000-012			\$ 0.00	\$ 0.00	\$ 0.00
20-06-08-258-007.000-012			\$ 0.00	\$ 0.00	\$ 0.00
20-06-05-484-006.000-012	134	Middlebury	\$100.00	\$100.00	\$15.00
20-06-05-484-007.000-012		Middlebury Adj. E	\$ 0.00	\$ 0.00	\$15.00
20-06-05-484-008.000-012			\$ 0.00	\$ 0.00	\$15.00
20-06-05-484-009.000-012			\$ 0.00	\$ 0.00	\$15.00
20-06-05-484-010.000-012			\$ 0.00	\$ 0.00	\$15.00
20-06-08-258-006.000-012		Park Ave	\$ 5.00	\$ 0.00	\$ 0.00
20-06-09-133-010.000-012	1030	Princeton	\$25.00	\$30.00	\$15.00
20-06-05-483-028.000-012	147	State Street Adj. E	\$25.00	\$40.00	\$15.00
20-06-05-483-029.000-012			\$ 0.00	\$ 0.00	\$15.00
20-06-04-357-008.000-012	329	State Street	\$35.00	\$50.00	\$15.00
20-06-04-358-006.000-012	417	State Street	\$25.00	\$ 5.00	\$15.00
20-06-08-163-004.000-012	800-900 Block	Wagner	\$150.00	\$50.00	\$ 0.00
20-06-08-163-003.000-012	900 Block		\$ 0.00	\$ 0.00	\$ 0.00
TRASH CLEAN UP			\$100.00	\$100.00	\$100.00
Downtown TIF Total			\$2,505.00	\$1,305.00	\$845.00

20-08-06-230-006.000-012	700	Beardsley W	\$200.00	\$ 0.00	\$100.00
<b>Tech Park TIF Total</b>			<b>\$200.00</b>	<b>\$ 0.00</b>	<b>\$100.00</b>

20-06-08-234-001.000-012		2 <sup>nd</sup> and Redding	\$40.00	\$30.00	\$50.00
	1218	Bar	\$25.00	\$ 5.00	\$ 0.00
20-06-09-326-008.000-012	1536	Main S.	\$35.00	\$50.00	\$15.00
20-06-09-333-015.000-012	1621	Main S.	\$20.00	\$25.00	\$15.00
20-06-09-383-019.000-012	1710	Main S.	\$200.00	\$ 5.00	\$70.00
20-06-09-378-013.000-012	1711	Main S. Adj. S.	\$ 5.00	\$ 5.00	\$15.00
20-06-09-378-014.000-012	1721	Main S. Adj. N.	\$40.00	\$50.00	\$15.00
20-06-16-202-018.000-012	2101	Main S.	\$75.00	\$20.00	\$20.00
20-06-16-202-017.000-012	2101	Main S. Adj. W.	\$ 0.00	\$ 5.00	\$ 20.00
20-06-16-202-019.000-012	2101	Main S. Adj. S.	\$ 0.00	\$ 0.00	\$20.00
20-06-16-202-020.000-012	2111	Main S. Adj. S.	\$ 0.00	\$ 0.00	\$20.00

20-06-16-276-011.000-012	2306	Main S. Adj. S.	\$70.00	\$ 5.00	\$20.00
20-06-16-276-012.000-012			\$ 0.00	\$ 0.00	\$20.00
20-06-16-276-013.000-012			\$ 0.00	\$ 0.00	\$20.00
20-06-16-432-008.000-012		Garden Blvd	\$ 5.00	\$ 5.00	\$ 5.00
20-06-22-251-006.000-011	3500	Main S.	\$40.00	\$75.00	\$15.00
20-06-22-251-007.000-011	3502	Main S.	\$20.00	\$30.00	\$15.00
20-06-22-251-009.000-011	3508	Main St.	\$70.00	\$100.00	\$15.00
20-06-22-251-010.000-011			\$ 0.00	\$ 0.00	\$15.00
20-06-22-251-011.000-011			\$ 0.00	\$ 0.00	\$15.00
20-06-09-335-008.000-012	1701	Sterling Ave	\$55.00	\$15.00	\$ 0.00
20-06-09-406-007.000-012	1726	Sterling Ave Adj. N.	\$30.00	\$50.00	\$15.00
TRASH CLEAN UP			\$100.00	\$100.00	\$100.00
Consl. TIF Total			\$730.00	\$575.00	\$510.00

INVOICE TOTAL	\$3,435.00	\$1,880.00	\$1,455.00
---------------	------------	------------	------------

## APPROVAL

If this lawn care proposal and pricing is agreeable, please do not hesitate to contact us. We truly appreciate your time and consideration and look forward to hearing from you soon.

6,770



RESOLUTION NO. 23-R-002

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA APPROVING AMENDED FEE AGREEMENT  
NELSON LAW GROUP SERVICES ON 1101 E. BEARDSLEY MATTER

Whereas, the Commission has employed Nelson Law Group ("NLG") to pursue claims against owners of property that have contaminated its property at 1101 E. Beardsley Avenue (the "Real Estate") and has received and reviewed the Amended Fee Agreement and attached estimated budget for performing services (the Additional Services") at its contracted hourly rates; and

Whereas, the Commission believes these Additional Services are necessary and it will be in the best interest of the City and its inhabitants to amend the Fee Agreement accordingly.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves and authorizes NLG to perform the Additional Services as outlined in the estimated budget and Amended Fee Agreement.
2. The Commission approves the NLG additional not-to-exceed fee of \$30,000.00 and appropriates the sum of \$30,000.00 from the Downtown Allocation Area No. 1 Special Fund to cover the cost of the Additional Services.
3. Any appropriated funds not expended for the Additional Services shall be returned to the Downtown Allocation Area No. 1 Special Fund.
4. The Officers of the Commission are hereby authorized to execute and deliver all contracts and do all acts, which they deem necessary and desirable to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 10<sup>H</sup> DAY OF JANUARY 2023.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

By \_\_\_\_\_  
Sandra Schreiber, President

ATTEST:

By \_\_\_\_\_  
Alex Holtz, Secretary



RESOLUTION NO. 23-R-003

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING NELSON LAW BILLING

Whereas, The Commission has acquired the realty at 200 and 216 N. Main previously referred to as the Elkhart Armory and Star Tire properties, which sites have environmental contamination and require remediation, and has employed Nelson Law Group ("NLG") to pursue collection of the estimated clean-up costs and related expenses from prior owners and insurers of the premises (the "Services"); and

Whereas, the Commission has reviewed the December 21, 2022 NLG Invoice 22186 for Services performed between January 26, 2021, and August 24, 2022, in accordance with the Fee Agreement (the "Invoice") and believes it is in the best interest of the City and its inhabitants that the Invoice be approved and the funds appropriated to pay the same.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves NLG Invoice 22186 for payment in the amount of \$4,125.30.
2. The Commission appropriates the sum of \$4,125.30 from the Downtown Allocation Area No. 1 Special Fund to pay the Invoice
3. The Commission authorizes its officers to do all acts which they deem necessary and appropriate in furtherance of the Resolution.

ADOPTED BY MAJORITY VOTE THIS 10th DAY OF JANUARY 2023.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

By \_\_\_\_\_  
Sandra Schreiber, President

ATTEST:

By \_\_\_\_\_  
Alex Holtz, Secretary



**Michael O. Nelson**

Attorney

Phone: 317-755-0661

MNelson@nelsonlawgroupllc.com

December 21, 2022

**Via E-mail**

Elkhart Redevelopment Commission  
George Byers, Assistant Director for Community and Redevelopment  
Gary Boyn, Counsel  
Dana Donald, Office Services  
City of Elkhart  
229 South 2<sup>nd</sup> Street,  
Elkhart, IN 46516  
*George.Byers@coei.org*  
*gboyn@warrickandboyn.com*  
*Dana.Donald@coei.org*

**Re: Star Tire/Executive Cleaners  
216 N. Main Street, Elkhart IN  
Elkhart Redevelopment Commission**

All:

Pursuant to the recent agreement between NLG and the Elkhart Redevelopment commission, enclosed, please find a copy of our invoice **#22186**, regarding legal defense charges through December 2022, in the amount of **\$4,125.30**.

Our goal is to provide our clients with efficient, cost-effective services that are aimed at resolving the issues promptly. If you have questions or comments regarding entries on the invoice or our activities, please do not hesitate to call. Our office will address any questions or concerns promptly.

Payment should be made to the following address within 30 days.

8777 Purdue Rd, Suite 310  
Indianapolis, IN 46268  
Phone: 317-755-0661  
Tax ID : 45-5379244.

Again, please contact me if you have any questions.

Very truly yours,  
**Nelson Law Group LLC**

A handwritten signature in black ink that reads "Michael O. Nelson".

Michael O. Nelson

MON:mb



8777 Purdue Rd, Suite 310, Indianapolis, IN 46268 Tel: 317-755-0661  
www.nelsonlawgroupllc.com



Cc: [Dana.Donald@coei.org](mailto:Dana.Donald@coei.org)





8777 Purdue Road, Suite 310  
Indianapolis, IN 46268

Federal Tax ID # 45-5379244

Date: 12-21-22

Attention:

Account # 089-1

Invoice Number: 22186

Billing through: December 21, 2022

RE: Elkhart Redevelopment

**FEES:**

DATE	TKID	DESCRIPTION	ACTIVITY/ TASK	HRs	AMT
01-26-21	MON	[REDACTED]	A103	0.90	\$112.50
			L120		
01-27-21	MON	[REDACTED]	A103	1.60	\$200.00
			L120		
01-27-21	EF	[REDACTED]	A103	0.80	\$72.00
			L120		
01-28-21	MON	[REDACTED]	A103	0.30	\$37.50
			L120		
02-02-21	MON	[REDACTED]	A103	1.10	\$137.50
			L120		
02-02-21	EF	[REDACTED]	A103	0.50	\$45.00
			L120		
02-03-21	EF	[REDACTED]	A103	0.50	\$45.00
			L120		
02-25-21	MON	[REDACTED]	A106	0.20	\$25.00
			L120		
02-26-21	MON	[REDACTED]	A106	0.20	\$25.00
			L120		
03-04-21	MON	[REDACTED]	A106	0.90	\$112.50
			L160		
03-04-21	MON	[REDACTED]	A106	0.10	\$12.50
			L160		
03-17-21	MON	[REDACTED]	A103	0.80	\$100.00
			L120		
03-17-21	MON	[REDACTED]	A104	0.90	\$112.50
			L120		

03-17-21	MON	[REDACTED]	A103	0.30	\$37.50
		[REDACTED]	L160		
03-17-21	EF	[REDACTED]	A103	0.50	\$45.00
		[REDACTED]	L120		
03-17-21	EF	[REDACTED]	A103	0.50	\$45.00
		[REDACTED]	L120		
07-30-21	MON	[REDACTED]	A104	0.50	\$62.50
		[REDACTED]	L120		
07-30-21	MON	[REDACTED]	A103	1.50	\$187.50
		[REDACTED]	L120		
07-30-21	EF	[REDACTED]	A103	0.60	\$54.00
		[REDACTED]	L120		
08-03-21	MON	[REDACTED]	A106	0.20	\$25.00
		[REDACTED]	L120		
09-30-21	MON	[REDACTED]	A104	1.30	\$162.50
		[REDACTED]	L120		
09-30-21	MON	[REDACTED]	A103	1.70	\$212.50
		[REDACTED]	L120		
09-30-21	EF	[REDACTED]	A103	0.70	\$63.00
		[REDACTED]	L120		
10-06-21	MON	[REDACTED]	A104	0.30	\$37.50
		[REDACTED]	L120		
10-08-21	MON	[REDACTED]	A103	0.30	\$37.50
		[REDACTED]	L120		
10-11-21	CB	[REDACTED]	A104	1.20	\$150.00
		[REDACTED]	L120		
10-12-21	CB	[REDACTED]	A103	0.80	\$100.00
		[REDACTED]	L120		
02-09-22	MON	[REDACTED]	A103	1.30	\$162.50
		[REDACTED]	L120		
02-09-22	MON	[REDACTED]	A106	0.70	\$87.50
		[REDACTED]	L120		
02-09-22	MON	[REDACTED]	A107	0.20	\$25.00
		[REDACTED]	L120		
02-09-22	MON	[REDACTED]	A107	0.50	\$62.50
		[REDACTED]	L160		

02-09-22	MON	[REDACTED]	A104	0.60	\$75.00
		[REDACTED]	L160		
02-09-22	EF	[REDACTED]	A103	0.50	\$45.00
		[REDACTED]	L120		
02-11-22	MON	[REDACTED]	A106	0.10	\$12.50
		[REDACTED]	L120		
02-14-22	MON	[REDACTED]	A107	0.40	\$50.00
		[REDACTED]	L120		
02-22-22	EF	[REDACTED]	A108	0.50	\$45.00
		[REDACTED]	L120		
03-07-22	MON	[REDACTED]	A103	0.70	\$87.50
		[REDACTED]	L120		
03-07-22	MON	[REDACTED]	A106	0.20	\$25.00
		[REDACTED]	L120		
03-07-22	MON	[REDACTED]	A104	0.90	\$112.50
		[REDACTED]	L130		
03-07-22	MON	[REDACTED]	A107	0.20	\$25.00
		[REDACTED]	L130		
03-07-22	EF	[REDACTED]	A103	0.50	\$45.00
		[REDACTED]	L120		
03-07-22	EF	[REDACTED]	A103	0.50	\$45.00
		[REDACTED]	L120		
03-08-22	MON	[REDACTED]	A106	0.10	\$12.50
		[REDACTED]	L120		
03-08-22	MON	[REDACTED]	A107	0.50	\$62.50
		[REDACTED]	L160		
03-09-22	MON	[REDACTED]	A106	0.10	\$12.50
		[REDACTED]	L120		
03-22-22	MON	[REDACTED]	A104	0.50	\$62.50
		[REDACTED]	L120		
03-24-22	MON	[REDACTED]	A104	0.30	\$37.50
		[REDACTED]	L120		
03-24-22	MON	[REDACTED]	A107	0.20	\$25.00
		[REDACTED]	L120		
03-24-22	MON	[REDACTED]	A103	0.80	\$100.00
		[REDACTED]	L120		



03-24-22	EF	[REDACTED]	A103	0.50	\$45.00
			L120		
04-24-22	EF	[REDACTED]	A103	0.50	\$45.00
			L120		
08-22-22	MON	[REDACTED]	A103	0.70	\$87.50
			L120		
08-22-22	MON	[REDACTED]	A104	0.80	\$100.00
			L130		
08-23-22	MON	[REDACTED]	A103	0.50	\$62.50
			L120		
08-23-22	MON	[REDACTED]	A107	0.70	\$87.50
			L120		
08-23-22	MON	[REDACTED]	A103	0.90	\$112.50
			L150		
08-23-22	EF	[REDACTED]	A103	0.50	\$45.00
			L120		
08-24-22	MON	[REDACTED]	A106	0.40	\$50.00
			L120		

TOTAL FEES: \$4,109.00

**TIMEKEEPER SUMMARY:**

MON	Michael O. Nelson	Senior Partner	25.40	Hrs	\$125.00	/hr	\$3,175.00
CB	Christopher Broshears	Associate	2.00	Hrs	\$125.00	/hr	\$250.00
EF	Elizabeth Fatout	Paralegal	7.60	Hrs	\$90.00	/hr	\$684.00

**EXPENSES:**

01-30-21	Copying 46 @ 0.10	4.60
02-28-21	Copying 22 @ 0.10	2.20
03-31-21	Copying 30 @ 0.10	3.00
04-30-21	Copying 9 @ 0.10	0.90
08-31-22	Copying 56 @ 0.10	5.60

TOTAL EXPENSES: \$16.30

***TOTAL AMOUNT FOR THIS BILL: \$4,125.30***



Copy/Print totals through December 2022

Name	Color Print Usage	BW Print Usage	Color Copy Usage	BW Copy Usage	Total
1/30/201	40	6	0	0	46
2/28/2021	18	4	0	0	22
3/31/2021	30	0	0	0	30
4/30/2021	9	0	0	0	9
8/31/2022	54	2	0	0	56

RESOLUTION NO. 23-R-004

RESOLUTION OF THE REDEVELOPMENT COMMISSION  
OF THE CITY OF ELKHART, INDIANA, AUTHORIZING  
THE OFFERING OF REAL ESTATE FOR SALE UNDER  
36-7-14-22

WHEREAS, the Commission holds title to, or is in the process of acquiring, real estate located in the City of Elkhart, Indiana, generally consisting of those parcels commonly known as 1524 Frances Avenue, (the "Real Estate") and has determined that the Real Estate shall be offered for sale in furtherance of the economic development plan of the Commission; and

WHEREAS, the Commission has obtained appraisals on the Property and is ready to establish its offering price.

NOW, THEREFORE, BE IT RESOLVED:

1. The Commission now determines and declares that the highest and best use for the Real Estate shall be to offer it for sale for single family residential use.
2. The Offering Sheet for the Real Estate attached hereto is approved. The Offering Price for the Real Estate shall be as set forth in the offering sheet.
3. Notice shall be published in accordance with I.C. 5-3-1 which shall contain the information required under IC 36-7-14-22(d), and shall designate the time and place for opening and consideration of all offers submitted.
4. The Commission reserves the right to reject any and all offers submitted, and to make award to the highest and best bidder.
5. The Officers and staff of the Commission are authorized to take all action necessary, and prepare and execute all documents necessary, to carry out the terms of this Resolution.
6. Adopted by majority vote on the 10th day of January, 2023.

City of Elkhart, Indiana Redevelopment Commission:

By: \_\_\_\_\_  
Sandra Schreiber, President

Attest:

By: \_\_\_\_\_  
Alex Holtz, Secretary



# Memo

To: Redevelopment Commission Member  
From: Adam Fann  
Date: 1/4/23  
Re: 1524 Frances Avenue Offering

---

Staff has obtained 2 independent appraisals for the improved property located at 1524 Frances Avenue and asks the Commission offer the property for sale at the average of those 2 appraisals in the amount of \$79,650

Appraiser	Appraisal
Iveron Grove	\$76,800
Appraisal Services, Inc.	\$82,500

## OFFERING SHEET

The Redevelopment Commission of the City of Elkhart, Indiana, proposes to sell the following real estate in the City and County of Elkhart, State of Indiana, at the offering price listed:

Available Properties	Offered Price
1524 Frances Avenue	\$79,650
Parcel No: 20-06-09-303-010.000-012	

### Use Requirements:

The property must be used as single family residential and is offered "AS IS".

Maps and plats thereof are available for inspection at the Planning & Development Department, Municipal Building, 229 South Second St., Elkhart, Indiana.

The proposal shall be submitted on a form available at the office of the Dept. of Community & Redevelopment, 201 South Second Street, Elkhart, Indiana.

The Commission will open and consider written offers for the purchase of the property at a public meeting, the time and place of which will be published in the *Elkhart Truth* in accordance with IC 5-3-1. In reviewing bids, the Commission will take into consideration those factors set forth in IC 36-7-14-22, and may reject any bids and award to the highest and best bidder. Any bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each Beneficiary of the trust and Settlor empowered to revoke or modify the trust.

The successful bidder will be required to sign a Purchase and Development Agreement in the form customarily used by the Commission, which may contain provisions intended to insure the final approval of the Commission of the Buyer's plans and specifications for development, fixes a time table for commencement and completion of the project, and which requires proof of financing and reversion rights if the project is not completed.

NOTICE OF PUBLIC MEETING TO OPEN AND  
CONSIDER WRITTEN OFFERS FOR THE  
PURCHASE OF REAL PROPERTY  
UNDER I.C. 36-7-14-22

Notice is hereby given that the Redevelopment Commission of the City of Elkhart, Indiana will on the 14th day of February, 2023 at 4:00 p.m. (EST), at the Common Council Chambers in the Municipal Building, 229 South Second Street, Elkhart, Indiana, conduct a public meeting to open and consider written offers for the purchase of real estate in the City and County of Elkhart, State of Indiana, as follows:

Lot Numbered 31 as the said Lot is known and designated on the recorded Plat of Morehous Addition to Elkhart, in Concord Township; said Plat being recorded in Plat Book 1, page 49 in the Office of the Recorder of Elkhart County, Indiana.

Parcel No: 20-06-09-303-010.000-012

The Commission believes the highest and best use of this property will be single family residential, to be utilized by a Purchaser that will invest in site improvements to be completed and occupied within two years from date of purchase and demonstrate the ability to provide diversification of the City's economic base and otherwise further the execution of the redevelopment plan and best serve the interest of the community, from the stand point of both human and economic value.

A bid submitted by a trust (as defined in I.C. 30-4-1-1(a)) must identify each (a) beneficiary of the trust; and (b) settlor empowered to revoke or modify the trust.

The Commission may reject any bids and may make award to the highest and best bidder.

The offering sheet, maps and plats are on file and Form for Submission of the bid is available at the Department of Community and Redevelopment, 201 S. Second Street, Elkhart, Indiana and available for inspection during normal office hours and copies thereof may be obtained on request.

The successful bidder will be required to sign a Purchase and Development Agreement in the form customarily used by the Commission, which may contain provisions intended to insure the final approval of the Commission of the buyer's plans and specifications for development, fix a time table for commencement and completion of the project, require proof of financing and provide for reversion of title if buyer fails to complete the Project.

REDEVELOPMENT COMMISSION  
CITY OF ELKHART, INDIANA

Sandra Schreiber, President

(TO ELKHART TRUTH: Publish 2 times, 1 week apart.)



RESOLUTION NO. 23-R-005

RESOLUTION OF THE ELKHART REDEVELOPMENT COMMISSION  
APPROVING CONTRACT FOR SERVICES AND APPROPRIATING  
FUNDS

Whereas, the Commission requires the services described in the attached Contract for Services (the "Contract") and desires to employ Laura Miller ("Miller") as an independent contractor to provide the services described therein; and

Whereas, the Commission finds that it is in the best interest of the City and its inhabitants to approve the Contract and the employment of Miller as the service provider thereunder and to appropriate the funds to cover the cost of the Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Contract and the employment of Miller to provide the services described therein.
2. The Commission appropriates the sum of \$2,000.00 from the Community Development Block Grant Program Special Fund to pay for the training of a new Community Development Specialist.
3. The Officers are authorized and directed to perform all acts and enter into the attached Contract and any other agreements they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT A SPECIAL MEETING THIS 10th DAY OF JANUARY, 2023.

ELKHART REDEVELOPMENT COMMISSION

By: \_\_\_\_\_  
Sandra Schreiber, President

ATTEST:

By: \_\_\_\_\_  
Alex Holtz, Secretary

# CONTRACT FOR SERVICES

THIS AGREEMENT is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, whose address is 229 South Second Street, Elkhart, Indiana 46516("City") and Laura Miller ("Contractor"), whose address is \_\_\_\_\_.

## RECITALS

1. Laura Miller, the Community Development Specialist II for the City, is retiring as of December 31, 2022 and City desires to employ her pursuant to the terms hereof, to train her replacement once that person is selected (the "Services"); and

2. City desires to employ Contractor as an independent contractor and Contractor is willing to provide the services required, on that basis, in accordance with the terms of this Agreement.

In consideration of the contract price and other agreements herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

## AGREEMENT

1. Employment of Contractor. City hereby employs Contractor to perform, and Contractor agrees to perform, the Services.
2. Scope of Services. Contractor shall assist City in training a new Community Development Specialist and other projects as needed.
3. Compensation. City will pay Contractor for the Services performed at the rate of Fifty Dollars (\$50.00) per hour, plus mileage at the applicable IRS mileage rate for use of Contractor's private vehicle, and reimbursement of out-of-pocket costs. Contractor will submit written, itemized invoices describing each project, and the type of work and time spent by Contractor for each billed service, on a bi-weekly basis, and will be paid in accordance with City's standard payment cycle. Any reimbursement request for out of pocket costs must be accompanied by third party invoices or receipts. Contractor's compensation for training a new Community Development Specialist shall not exceed \$2,000.
4. Independent Contractor. Contractor shall perform as an independent contractor, and not as an agent or employee of the City. Contractor shall have no power or authority to act on behalf of the City or bind the City to any contract. Contractor shall carry adequate insurance to cover her employees, if any, and herself from any liability for injury to person or property arising from the performance of her duties, including workmen's compensation insurance for her employees, if any, and will provide proof of such insurance to City, on request. Contractor will have access, as needed, to City's computer and HDP program, in order to perform the Services.
5. Taxes. Contractor shall pay her own taxes incurred from income generated on this project and understands that City will not withhold or pay on behalf of Contractor or any of her



employees: (a) federal, state or local income taxes; or (b) any other payroll tax or social security tax.

6. Indemnification. Contractor shall indemnify and hold City harmless from and against all loss, damage, cost or expense, including attorney fees, by reason of any claim arising as a result of Contractor's performance of her duties hereunder.
7. Default. If City fails to pay Contractor as and when due for her services, or Contractor fails to perform as required hereunder, and the defaulting party does not cure such default within 20 days of the receipt of written notice to cure, then the non-defaulting party may claim default, and terminate this Agreement. City will be responsible to pay for work actually performed by Contractor to the date of default, excluding any excess costs incurred in replacing Contractor and completing Contractor's duties.
8. Bankruptcy, Insolvency. As this is a personal service contract, and City is relying on the expertise of Contractor and her ability to complete the entire scope of work, the parties agree that if an Order for Relief is entered against the Contractor under the US Bankruptcy Code, or Contractor makes an Assignment for the Benefit of Creditors, or a Receiver is appointed for Contractor, this Agreement shall terminate immediately, without further liability to Contractor, except for payment for those Services already performed all in accordance with the Default provision herein, and City shall have the right to replace Contractor.
9. Term. The original term of this Contract shall begin on \_\_\_\_\_, 2023 and terminate on \_\_\_\_\_, 2023. Notwithstanding the above, either party may terminate this Agreement at any time, with or without cause, by providing the other 30 days prior written notice, in which event all Services will be terminated upon the expiration of that notice period. In the event of such termination, City will pay for only those Services actually performed.
10. Certification of Compliance. Attached hereto as **Schedule 1** is Contractor's signed Certification of Compliance with I.C. 22-5-1.7, which is incorporated herein by reference.
11. Notices. Any notice required hereunder shall be given in writing, and hand delivered or sent to the business address of the other party shown above by means sufficient to show return receipt.
12. Assignment. This contract is not assignable.
13. Amendment. This contract may only be amended in writing, signed by the parties hereto.
14. Entire Agreement. This contract contains the entire agreement of the parties, and all prior negotiations and discussions are merged herein.
15. Applicable Law, Blue Penciling. This contract shall be construed in accordance with the laws of the State of Indiana. If any provision is found by a court of competent jurisdiction to be unenforceable, such provision will be deemed stricken herefrom, and the remainder of the contract shall continue in full force and effect.



16. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original.

17. . Access to Information. It is agreed that all information, data, reports, records, maps, work space in city owned facilities, office supplies, computers, phones and other devices as are existing, available and necessary for the carrying out of the work outlined above, shall be furnished to the Contractor by City, without charge. City will cooperate with the Contractor in every way possible to facilitate the performance of the work described in this Contract.

18. Ownership of Documents. All documents, notes, data and work product of Contractor used or created in the performance of her duties are the property of City.

In Witness Whereof, the parties have entered into this Agreement as of the date above set forth.

City of Elkhart, Indiana  
Department of Redevelopment

By \_\_\_\_\_  
Sandra Schreiber, President  
Elkhart Redevelopment Commission

\_\_\_\_\_  
Laura Miller