



**AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING  
MUNICIPAL BUILDING (2<sup>ND</sup> FLOOR), COUNCIL CHAMBERS  
TUESDAY, FEBRUARY 14, 2023 at 4:00 P.M.**

**CITY HALL ELEVATOR IS TEMPORARILY OUT OF SERVICE**

The elevator at City Hall 229 S. Second Street, Elkhart Indiana is temporarily out of service beginning Monday, February 6, 2023 until completed while the elevator is under construction to maintain elevator safety and maintenance. During this temporary interruption in service, the City is recommending individuals with disabilities who require the elevator to appear at City Council or other governmental meetings use the option of Webex from their personal phone or computer. Alternatively, the City will provide a Webex opportunity on the first floor of the municipal building for those who choose to appear in person. We apologize for any inconvenience. If you have questions or concerns, please contact the Office of the Mayor at (574) 293-8968.

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

To join, go <https://coei.webex.com/coei/j.php?MTID=m24f3e7c1397bb8f7cc2605aa7d021c23>  
enter **2310 792 9930** as the event number and **"RDC2"** as the event password.

To join by phone, call **1-415-655-0001**, enter **2310 792 9930##**

*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
  - January 10, 2023 Regular Meeting Minutes
3. New Business
  - a) Open Bids
  - b) Approval of August Mack Employment to Perform Cost Analysis on former G&W Industries site and Appropriate Funds
    - Approve August Mack to perform cost analysis at former G&W Industries site and appropriate \$6500 from Consolidated South Elkhart Economic Development/Redevelopment TIF Area Special Fund to cover cost of additional services.
  - c) Approval of IDEM Invoices for G&W VRP Services

- Approve IDEM invoice #000342504 for \$37.50 and IDEM Invoice #000342505 for \$356.25. Appropriate \$393.75 from Consolidated South Elkhart Economic Development/Redevelopment Area TIF Allocation Area special fund to cover IDEM invoices.

**d) Approve Ice Miller Billing for 1101 E. Beardsley Services**

- Approve Ice Miller invoice #01-2186331 for \$3195.00 and appropriate this amount from the Downtown Allocation Area No. 1 Special Fund.

**e) 1701 Sterling Overage**

- Cross Excavation & Demolition, LLC Invoice #2023-7414 for \$13,363.00
- Appropriating funds from Consolidated TIF

**f) Premier Arts**

- Approve offer on realty as set forth in LOI

**g) LaCasa Homebuyers Program**

- Approval of LaCasa CDBG Funding Subrecipient Application for FY 2022.

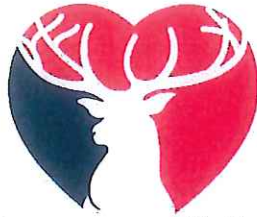
**4. Staff Updates**

**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, January 10, 2023

4:00 p.m.

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

**PRESENT BY WEBEX:** Chris Pottratz, Dina Harris, Bradley Tracy

### CALL TO ORDER

This meeting was held in-person, telephonically, and virtually through WEBEX. The meeting was called to order at 4:07 p.m. by Ms. Schreiber, President.

### AMENDMENT OF JANUARY 10, 2023 AGENDA

Ms. Schreiber asked for a motion to amend the January 10, 2023 Agenda. Moved by Mr. Steffen. Seconded by Mr. Roberts. Roll call vote. All in favor, motion approved.

### APPROVAL OF DECEMBER 13, 2022 REGULAR MEETING MINUTES

Ms. Schreiber asked for a motion to approve the December 13, 2022 Regular Meeting Minutes. Moved by Mr. Steffen. Seconded by Ms. Harris. Roll call vote. All in favor, minutes approved.

### NEW BUSINESS

#### **A. ELECTION OF OFFICERS**

- 1) **Secretary:** Mr. Steffen made a motion to elect Alex Holtz for Secretary. Seconded by Mr. Roberts. Roll call vote carried with all in favor and non-opposed. Motion approved
- 2) **Vice President:** Mr. Holtz made a motion to elect Wes Steffen for Vice President. Seconded by Mr. Roberts. Roll call vote carried with all in favor and non-opposed. Motion approved
- 3) **President:** Mr. Steffen made a motion to elect Sandi Schreiber for President. Seconded by Mr. Roberts. Roll call vote carried with all in favor and non-opposed. Motion approved.

#### **B. OPENING OF BIDS**

No bids were submitted



#### **C. APPROVAL OF FRANKENBERGER CONTRACT AND APPROPRIATION**

Mr. Adam Fann addressed the commission and answered any of their questions. Ms. Schreiber asked for a motion to approve the resolution for lawn care and snow removal contract to Frankenger Lawn Care and appropriation of \$162,480 from the named special funds in the resolution. Moved by Mr. Roberts. Seconded by Mr. Holtz. Roll call vote. All in favor, motion approved.

#### **D. APPROVAL OF NELSON LAW GROUP AMENDED FEE AGREEMENT**

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approving the amended fee agreement that has been presented with Nelson Law Group services on 1101 E. Beardsley matter and appropriating \$30,000 from Downtown Allocation Area No. 1 Special Fund to cover the cost of additional services by Nelson Law Group outlined and appropriating \$320,000 from the Brownfield Settlement Special Fund to cover the cost of hourly rate services that have been performed to date with any unused funds being returned to the appropriate accounts. Moved by Mr. Roberts. Seconded by Ms. Harris. Roll call vote. All in favor, motion approved.

#### **E. APPROVAL OF NELSON LAW GROUP STAR TIRE BILL AND APPROPRIATION**

Ms. Schreiber asked for a motion to approve Nelson Law Group invoice #22186 for \$4125.30 and appropriate that amount from Downtown Allocation Area No. 1 Special Fund to pay that invoice. Moved by Mr. Roberts. Seconded by Ms. Roberts. Roll call vote. All in favor, motion approved.

#### **F. 1524 FRANCES APPRAISALS**

Mr. Adam Fann addressed the commission and answered their questions. Ms. Schreiber asked for a motion to authorize the offering of the real estate 1524 Francis in the sum of \$79,650. Moved by Mr. Roberts. Seconded by Mr. Steffen. Roll call vote. All in favor, motion approved.

#### **G. APPROVAL OF LAURA MILLER CONTRACT AND APPROPRIATION**

The Commission did not act on this agenda item.

#### **H. APPROVAL OF PLEWS AND SHADLEY INVOICE FOR LABOUR PUMP MEDIATION SERVICES AND APPROPRIATING FUNDS**

Mr. Boyn addressed the commission and answered their questions. Ms. Schreiber asked for a motion to approve the Plevs and Shadley invoice #267623 for \$704.00 for Labour Pump mediator services and appropriate \$704.00 from the Consolidated South Elkhart TIF Special Fund to pay that invoice. Moved by Mr. Roberts. Seconded by Ms. Harris. Roll call vote. All in favor, motion approved.

#### **STAFF UPDATES**

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

- 1045 South Main – On site beginning POSI tank removal
- 1918 Markel – Access agreement signed for POSI to access 1918 Markel
- Roundhouse – About half way done clearing. Finding a lot of things
- 700 Blocks of South Main – Have some interest. Hoping to come back in February with an offering.



- Nelson Law Group – Waiting for last bit of information we need for the loan for 1101 Beardsley.
- Precon South Main Phase 3 – Meeting scheduled on 1-11-23 for 700 South Main Phase 3.

### **OTHER BUSINESS**

Mr. Boyn stated the current work amount on the Warrick and Boyn invoice is for \$10,724.32.

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$10,724.32. Moved by Mr. Steffen. Seconded by Mr. Holtz. Roll call vote. All in favor, invoice approved.

The commissioners have the current TIF Reports for October, November and December 2022.

### **PUBLIC COMMENT**

No one from the public was there at address the Commission.

### **ADJOURNMENT**

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. It was moved by Mr. Steffen. Seconded by Mr. Roberts. Roll call vote. All in favor, motion approved. The meeting adjourned at 4:25p.m. Next meeting is on Tuesday, February 14, 2023 at 4:00 p.m. in Council Chambers.

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**SANDRA SCHREIBER, PRESIDENT**

## RESOLUTION NO. 23-R-006

### RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING AUGUST MACK EMPLOYMENT TO PERFORM COST ANALYSIS AND APPROPRIATING FUNDS

Whereas, The Commission owns the property at 2306 S. Main which is contaminated and has employed Ice Miller LLP to pursue collection of the clean-up costs from responsible parties; and

Whereas, legal counsel has recommended that August Mack ("Mack") be employed to perform an analysis of the projected costs of remediation to assist in the litigation and Mack has provided the attached proposal for services for the Commission's review (the "Services"); and

Whereas, the Commission has reviewed the proposed scope and estimated cost for the Services and believes it is in the best interest of the City and its inhabitants that the Services be approved, that Mack be employed to perform the Services and funds be appropriated to cover the cost of the Services as and when billed.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of Mack to perform the Services in accordance with the attached proposal.
2. The Commission appropriates the sum of \$6,500.00 from the Consolidated South Elkhart Economic Development/Redevelopment TIF Area Special Fund to cover the cost of the additional Services. Any unused funds remaining after completion of the Services will be returned to the appropriate fund.
3. The Commission authorizes Ice Miller LLP to execute, accept and deliver the proposal and to do all acts which they deem necessary and desirable in furtherance thereof.

ADOPTED BY MAJORITY VOTE THIS 14th DAY OF FEBRUARY 2023.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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





317.916.8000 • www.augustmack.com  
1302 North Meridian Street, Suite 300 • Indianapolis, Indiana 46202

January 24, 2022

Mr. Brent Huber  
Ice Miller LLP  
One American Square, Suite 2900  
Indianapolis, Indiana 46282

**Re: Proposal for Environmental Services  
Monte-Carlo Analysis of Cost-To-Closure Options  
Former G&W Industries Site  
2306 South Main Street  
Elkhart, Indiana 46516  
August Mack Proposal Number JX0311.380**

Dear Mr. Huber:

In accordance with your request, August Mack Environmental, is pleased to provide you with this proposal for environmental services for the former G&W Industries facility located in Elkhart, Indiana (Site).

The objective of this work is to evaluate the potential future costs associated with the documented environmental conditions at the site. To complete this objective August Mack proposes the following tasks:

1. Review the publicly available data contained in the Indiana Department of Environmental Management Virtual File Cabinet and any other data made available by the client.
2. Prepare a Monte-Carlo analysis to estimating future costs based on likely future scenarios.
3. Prepare a brief letter report documenting the findings of the Monte-Carlo analysis with the analysis data attached.

The estimated time and materials (T&M) cost to perform the work described above is \$6,500. The work will be provided consistent with the Standard August Mack Fee Schedule and the August Mack – Ice Miller agreed upon Terms and Conditions provided in **Attachment A**. Invoices for this project will be issued monthly and only work performed will be billed.

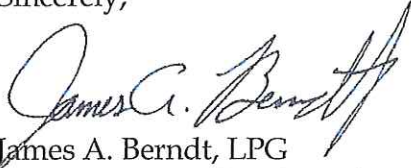


Mr. Brent Huber

January 24, 2023

If you agree with the scope of work and costs presented above and the terms and conditions attached to this proposal (**Attachment A**), please sign and return a copy of this proposal as your authorization to proceed. We appreciate the opportunity to provide you with this proposal and look forward to working with you on this project. Please contact us if you have any questions or comments regarding this information.

Sincerely,

A handwritten signature in dark ink, appearing to read "James A. Berndt". The signature is fluid and cursive, with a large initial "J" and a stylized "B".

James A. Berndt, LPG  
Vice-President of Technical Services

Accepted by: \_\_\_\_\_  
Acknowledging the Attached Terms & Conditions

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



**ATTACHMENT A**

**August Mack Fee Schedule and Terms & Conditions**



## 2023 Company Fee Schedule

### CLOSURE and TECHNICAL SERVICES

<b>Labor Classification</b>	<b>Rate/Hour</b>
Principal	\$330.00
Senior Manager	\$231.00
Senior Data/Engineering/Geology Manager	\$215.00
Field Operations Manager	\$204.00
Project Data Analyst/Engineer/Geologist	\$176.00
Project Manager	\$176.00
Project Supervisor	\$154.00
Staff Engineer	\$154.00
Health and Safety Manager	\$154.00
Field Supervisor	\$132.00
Staff Consultant	\$132.00
Data Analyst	\$127.00
Geologist/Scientist	\$127.00
Senior Technical Report Writer	\$121.00
Field Scientist	\$105.00
Technical Imaging Specialist	\$105.00
Technical Report Writer	\$94.00
Field Technician	\$88.00
Technical Imaging Technician	\$83.00
Administrative	\$83.00
Outside Professional/Service	Cost + 15%
Subcontractors	Cost + 15%
Materials & Supplies/Incidentals	Cost + 15%
Per Diem	\$47.00/Day
Mileage	Standard Mileage Rate
Supplemental Billing Units	See attached if applicable

*\* Please refer to the Expert Witness Fee Schedule for any work associated with litigation support, depositions, courtroom preparation or appearances.*



## AUGUST MACK ENVIRONMENTAL, INC. TERMS AND CONDITIONS

**DEFINITIONS.** When used herein, the terms "we," "us," "August Mack," or "our" refer to August Mack Environmental, Inc., and the terms "you," "your," "he/she," "his/her," "it," and "its" refer to Client.

**AGREEMENT.** This agreement is governed by the following terms and conditions in the order of precedence: a) these Terms and Conditions; and b) August Mack's Proposal accepted by Client (the Proposal and these Terms and Conditions shall be collectively referred to as the "Agreement"). This Agreement constitutes the entire agreement between the parties and shall supersede all prior oral or written communications.

**SCOPE OF WORK.** Client has requested that August Mack provide consulting services as specified in and for the charges set forth in our Proposal and as authorized by Client.

**COMPENSATION.** Invoices for services provided and expenses incurred are due and payable upon receipt. Balances outstanding more than thirty (30) days after invoice date shall be deemed delinquent and shall be subject to a monthly finance charge of 1 ½ percent, court costs, attorney's fees, and any other cost of collection incurred by August Mack. The payment of all fees and expenses is the responsibility of the Client notwithstanding Client's relationship and/or agreement with third parties, contingency arrangements, subrogation, etc.

**LIMIT OF LIABILITY.** Client acknowledges and agrees that our total aggregate liability to Client or any third party arising from the Agreement or the performance of services for the Client under the Agreement shall not exceed our total fee.

**INDEMNIFICATION.** The Client agrees, at its sole expense, to defend August Mack (including its employees, shareholders and agents) against, and to indemnify and hold August Mack (including its employees, shareholders and agents) harmless from, any claim, liability, judgment, cost, expense, damage, deficiency, loss, or obligation, of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of defense) relating to a claim or suit by a third party against August Mack (including its employees, shareholders and agents), either arising from the Agreement or the performance of services for the Client under the Agreement.

**DOCUMENTS AND CONFIDENTIALITY.** Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents, and other information deemed necessary by us for proper performance of our services and Client warrants and represents that any such information provided shall not infringe on any United States or foreign patent, copyright, trade secret, or other proprietary right of any third party, and shall hold August Mack harmless and indemnify us for any such infringement. We may rely upon Client-provided documents in performing the services; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain property of Client.

Nothing in the Agreement shall affect August Mack's right to use, disseminate, or publish any information that (i) is or becomes available to the public through no breach of the Agreement by August Mack; (ii) is obtained by August Mack from a third party who had the legal right to disclose the information to August Mack; or (iii) is already in the possession of August Mack on the date the Agreement becomes effective. In addition, Client's confidential information does not include information generated by August Mack (whether alone or with others) unless August Mack generated the information during the course of performing consulting services for the Client under the Agreement. Nothing in the Agreement shall prevent August Mack from disclosing the Client's confidential information to the extent it is required to be disclosed by law, government regulation, or court order, provided that August Mack takes reasonable steps to provide the Client with sufficient prior notice to allow the Client to consent to the disclosure or seek a protective order.

**ASSIGNABILITY.** Neither party shall assign or transfer their interest in this Agreement without prior written consent from the other party.

**TERMINATION.** Client may terminate this Agreement upon fifteen (15) days written notice for any reason. Upon termination, Client shall immediately pay all fees and expenses incurred by Consultant. August Mack may terminate this Agreement upon fifteen (15) days written notice if payments are not made within 60 days of the date billing is mailed. This does not relieve Client in any way from payment for services rendered or expenses incurred.

If not previously terminated this Agreement shall expire upon August Mack's completion of the services. Upon termination of this Agreement, August Mack shall be entitled to payment for services performed up to and including the date of termination.

**NO WAIVER.** The failure of August Mack to insist on strict performance of the terms hereunder will not be considered as a waiver of any right or remedies that it may have for any subsequent breach, default, or non-performance, or its right to insist strict performance of this Agreement. No waiver is valid unless in writing signed by August Mack.

**SEVERABILITY.** In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

**SURVIVAL.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and August Mack shall survive the completion of the services and the termination of this Agreement.

**INTEGRATION.** This Agreement and the documents attached hereto and which are incorporated herein constitute the entire agreement between the parties and cannot be changed except by written instrument signed by both the parties.

**COUNTERPARTS.** This Agreement and any subsequent modifications may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same Agreement.

**ALTERNATIVE DISPUTE RESOLUTION.** Client and August Mack agree and acknowledge that all disputes or controversies arising out of, from, or under this Agreement or the parties' relationship (except for the need for extraordinary or provisional remedies such as injunctive relief or specific performance) that cannot be settled through negotiations between the parties will be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association then in effect. Arbitration shall take place in Marion County, Indiana. The arbitration shall be conducted before one (1) neutral arbitrator if the dispute or controversy involves legitimate claims in the aggregate of less than Two Hundred Thousand dollars (\$200,000.00) or before three (3) neutral arbitrators if the dispute or controversy exceeds in the aggregate Two Hundred Thousand dollars (\$200,000.00).

**GOVERNING LAW, VENUE, AND JURISDICTION.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Indiana and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of such State. Any litigation brought in connection with this Agreement shall be commenced and maintained in the United States District Court for the Southern District of Indiana in Indianapolis, Indiana or the Superior Court of Marion County, Indiana having jurisdiction over the parties and the subject matter of the dispute.

## RESOLUTION NO. 23-R-007

### RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING IDEM BILLING FOR G&W VRP SERVICES

Whereas, The Commission has acquired the realty at 2306 S. Main previously referred to as the G&W site, which has environmental contamination and requires remediation, and has been accepted into the IDEM Voluntary Remediation Program which requires the Commission to pay certain fees and expenses incurred by IDEM as billed from time to time; and

Whereas, the Commission has reviewed the attached IDEM invoices for Services being Invoice 000343504 for \$37.50 and Invoice 000342505 for \$356.25 (the "Invoice") and believes it is in the best interest of the City and its inhabitants that the Invoice be approved for payment and the funds appropriated from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund (the "Consolidated TIF").

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Invoice for payment in the amount of \$393.75.
2. The Commission appropriates the sum of \$393.75 to pay the invoice from the Consolidated South Elkhart Economic Development/Redevelopment Area TIF Allocation Area special fund.
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 14th DAY OF FEBRUARY 2023.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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





# INVOICE

**Please Remit To:**

INDIANA DEPT. OF ENVIRONMENTAL MANAGEMENT  
PO BOX 3295  
INDIANAPOLIS IN 46206-3295

Page: 1  
Invoice No: 000342504  
Invoice Date: 12/09/2022  
Customer Number: CST100023409  
Bill Type: 001  
Payment Terms: NET 30  
Due Date: 01/08/2023

**Bill To:**

ENVIROFORENSICS INC  
NICOLE CRAIG - G&W INDUSTRIES  
825 NORTH CAPITOL AVENUE  
INDIANAPOLIS IN 46204

AMOUNT DUE: 37.50 USD

Amount Remitted

☐ Note Address Changes Above

☐ Email Address: \_\_\_\_\_

Write the invoice number on your check and return the upper portion of this invoice.

For billing questions, please email us at [VRP@IDEM.IN.GOV](mailto:VRP@IDEM.IN.GOV)

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount								
1		6200702-L158	05/01/ - 05/14/2022 Day C	0.50	HUR	75.00	37.50								
<p>- Accounts Receivable is accepting payments online by e-Check, MasterCard, Visa, American Express or Discover. Please visit <a href="http://www.in.gov/idem">www.in.gov/idem</a>. Under Online Services, click Online Payment options and follow the prompts.</p> <p>-You may also call us at 317-234-3099 to pay by MasterCard, Visa, American Express or Discover.</p> <p>-A processing fee of \$0.40 plus 2.06% will be charged for credit card payments. A processing fee of \$0.15 will be charged for eCheck payments.</p> <p>- This invoice reflects costs of response and remediation, including project oversight, incurred by the Indiana Department of Environmental Management (IDEM) and the State of Indiana.</p> <p>- Invoice costs provided herein include costs associated with project management and oversight by IDEM and the State of Indiana. Costs may also include travel costs, sampling/laboratory analytical costs and contractor costs.</p> <p>- Owners, operators, and responsible parties are liable for the costs of response and remediation incurred by IDEM and the State of Indiana. IC 13-25-4-8, Section 107(a) of CERCLA, and/or IC 13-24-1-4.</p> <p>- Pursuant to IC § 24-4.6-1, interest for this invoice shall begin accruing if payment is not received by the due date noted above.</p> <p>- IDEM's Tax ID # 35-6000158</p> <p>- Checks should be made payable to the:</p> <p style="text-align: center;">HAZARDOUS SUBSTANCE RESPONSE TRUST FUND</p> <p>- The individual who worked on the project, a general description of the work performed, the number of hours, the hourly rate, and the total cost is provided above by pay period based on the following coding element:</p> <table><tr><td>- L101 - Natural Resources Damages</td><td>- L103 - Site Assessment-Field Sampling</td></tr><tr><td>- L104 - Document/Plan Evaluation</td><td>- L105 - Env Rest Cov/Deed Restriction</td></tr><tr><td>- L108 - Quality Assurance/Quality Control</td><td>- L114 - Site Visit/Site Investigation</td></tr><tr><td>- L115 - Field Sampling IDEM Employee</td><td>- L116 - Field Sampling Oversight</td></tr></table>								- L101 - Natural Resources Damages	- L103 - Site Assessment-Field Sampling	- L104 - Document/Plan Evaluation	- L105 - Env Rest Cov/Deed Restriction	- L108 - Quality Assurance/Quality Control	- L114 - Site Visit/Site Investigation	- L115 - Field Sampling IDEM Employee	- L116 - Field Sampling Oversight
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- L108 - Quality Assurance/Quality Control	- L114 - Site Visit/Site Investigation														
- L115 - Field Sampling IDEM Employee	- L116 - Field Sampling Oversight														



# INVOICE

Bill To:

ENVIROFORENSICS INC  
NICOLE CRAIG - G&W INDUSTRIES

Page:

2

Invoice No:

000342504

Invoice Date:

12/09/2022

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
-		L117	- Remediation Oversight	-		L118	- VRP Application Review/Processing
-		L119	- Investigation Work Plan Rev	-		L120	- Phse 2 Rpt/Int Site Char/Site Inv Rev
-		L121	- Remed Wk Plan/Corr Action Plan Rev	-		L122	- Monitoring Report Review
-		L123	- Completion Report	-		L124	- Comment Letter/Document Dev
-		L125	- Meetings	-		L126	- Conference Calls/Phone Calls
-		L127	- Work Scope/Contract Dev	-		L128	- Contract Management IDEM
-		L129	- Project Admin/File Maintenance	-		L130	- Cert of Completion/Dev/Review
-		L131	- Covenant Not to Sue/Dev/Review				
-		L132	- Environmental Restrictive Covenant Development				
-		L133	- Cost Recovery Activities	-		L134	- Enforcement Document Dev
-		L135	- General Legal Activities	-		L136	- Litigation Activities
-		L137	- Vol Remed Agr Dev/Negotiations/Rev	-		L138	- Agreed Order Dev/Negotiations
-		L139	- Public Notice Activities	-		L140	- Media/Outreach Activities
-		L141	- Public Meeting				
-		L142	- IC Planning and Implementation				
-		L143	- IC Outreach and Notice				
-		L144	- IC Modifications and Terminations				
-		L145	- IC Tracking (Info Systems)				
-		L146	- IC Compliance and Monitoring				
-		L147	- Peer Review				
-		G101	- Admin/Clerical Activities				
-		G102	- Meetings				
-		G103	- Public Outreach/Speeches				
-		G106	- Data Entry/Data Management				
-		G107	- Public File Record Request				
-		G112	- Financial Management/Contracts/Grant Activities				
-		I539	- Cost Recovery Activities				
-		J101	- Enforcement Activities	-		J102	- Legal Activities
-		J103	- Legal Advice/Opinion	-		J104	- Litigation/Case Preparation
-		J106	- Legal Meetings	-		J107	- Public File/Record Request
-		J109	- Public Outreach	-		J110	- Financial Mgt/Contracts
TOTAL AMOUNT DUE:							37.50

Please write the invoice number on your check and return the upper portion of this invoice with remittance.



# INVOICE

**Please Remit To:**

INDIANA DEPT. OF ENVIRONMENTAL MANAGEMENT  
PO BOX 3295  
INDIANAPOLIS IN 46206-3295

Page: 1  
Invoice No: 000342505  
Invoice Date: 12/09/2022  
Customer Number: CST100023409  
Bill Type: 001  
Payment Terms: NET 30  
Due Date: 01/08/2023

**Bill To:**

ENVIROFORENSICS INC  
NICOLE CRAIG - G&W INDUSTRIES  
825 NORTH CAPITOL AVENUE  
INDIANAPOLIS IN 46204

AMOUNT DUE: 356.25 USD

Amount Remitted

☐ Note Address Changes Above

☐ Email Address: \_\_\_\_\_

Write the invoice number on your check and return the upper portion of this invoice.

For billing questions, please email us at [VRP@IDEM.IN.GOV](mailto:VRP@IDEM.IN.GOV)

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
1		6200801-L162	05/01/-05/14/22 Hockemeyer J	0.75	HUR	75.00	56.25
2		6200801-L162	05/15/- 5/28/22 Hockemeyer J	1.75	HUR	75.00	131.25
3		6200801-L162	05/29/-06/11/22 Hockemeyer J	0.50	HUR	75.00	37.50
4		6200801-L162	06/12/-06/25/22 Hockemeyer J	0.25	HUR	75.00	18.75
5		6200801-L162	06/26/-07/09/22 Hockemeyer J	1.50	HUR	75.00	112.50

TOTAL AMOUNT DUE :

356.25

Please write the invoice number on your check and return the upper portion of this invoice with remittance.



## **RESOLUTION NO. 23-R-008**

### RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING ICE MILLER BILLING FOR 1101 E. BEARDSLEY SERVICES

Whereas, The Commission has acquired the realty at 1101 E. Beardsley previously referred to as the Conn site, which has environmental contamination and requires remediation, and has employed Ice Miller, LLP ("Ice Miller") to provide services related to coordination of environmental reviews and the recovery of clean-up costs from prior owners (the "Services"); and

Whereas, the Commission has reviewed the attached Ice Miller billing for Services through December 31, 2023, being Invoice 01-2186331 for \$3195.00 (the "Invoice") performed in accordance with the Fee Agreement and believes it is in the best interest of the City and its inhabitants that the billing be approved for payment.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Invoice for payment in the amount of \$3,195.00.
2. The Commission appropriates the sum of \$3,195.00 from the Downtown Allocation Area No.1 Special Fund to cover the cost of the Services.
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 14th DAY OF FEBRUARY 2023.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

January 27, 2023

WRITER'S DIRECT NUMBER: (317) 236-5942  
DIRECT FAX: (317) 592-4822  
INTERNET: [brent.huber@icemiller.com](mailto:brent.huber@icemiller.com)

**VIA E-MAIL**

Sherry Weber  
Development Services  
229 S 2nd Street  
Elkhart, IN 46516  
[sherry.weber@coei.org](mailto:sherry.weber@coei.org)

**Re: City of Elkhart / Former CG Conn Property-1101 E. Beardsley Ave.  
(Hourly Matter) Our File No. 002600.10001**

Dear Sherry:

Please find enclosed our statement for services rendered in the above-referenced matter for the period ending December 31, 2022.

If you have any questions, please feel free to contact me.

Very truly yours,

ICE MILLER LLP



Brent W. Huber

BWH/djj  
Enclosure

cc: Gary Boyn  
John Espar



Invoice No. 01-2186331  
January 15, 2023

City of Elkhart  
Municipal Building  
229 S. Second Street  
Elkhart, IN 46516

Re: City of Elkhart/Beardsley Ave. (Hourly)  
Our Matter No. 002600.10001

### INVOICE SUMMARY

For Services rendered through December 31, 2022

Professional Services

\$3,195.00

**Total Current Invoice**

**\$3,195.00**

Thank you for giving Ice Miller the opportunity to serve you. We appreciate your business and the confidence you have placed in us. Please call if we can be of further assistance.



New payment option for you. You can now pay your invoice by **E-check**.

Find out more by contacting [PAYICE@icemiller.com](mailto:PAYICE@icemiller.com).



## RESOLUTION NO. 23-R-009

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROPRIATING FUNDS FOR DEMOLITION SERVICES AT 1701 STERLING

Whereas, The Commission owns the real estate at 1701 Sterling Avenue in the City of Elkhart (the "Real Estate") and has contracted with Cross Excavating & Demolition, LLC to demolish the improvements located thereon; and

Whereas, the cost of demolition exceeded the estimate by \$13,363.00S for the reasons set forth in the attached Invoice #2023-7414 (the "Invoice"); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the funds be appropriated to pay the additional cost of the services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Invoice for payment.
2. The Commission appropriates the sum of \$13,363.00 from the Consolidated South Elkhart Economic Development/Redevelopment Tax Allocation Area Special Fund to cover the additional cost of the demolition services.
3. The Officers and staff of the Commission are authorized to do all acts they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 14th DAY OF FEBRUARY 2023.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

# Memo

To: Redevelopment Commission Member  
From: Adam Fann  
Date: 1/31/23  
Re: 1701 Sterling Demo Overage

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Attached is the invoice associated with the demolition overages for 1701 Sterling. Staff requests the Commission appropriate \$13,363 from the Consolidated TIF to cover these overages.

# Cross Excavating & Demolition, LLC

PO Box 492  
Dowagiac, MI 49047  
269-782-2552  
russ@crossexcavates.com

We now accept debit and credit cards!

## Invoice

Bill To
**City of Elkhart Department of Redevelopment Adam Fann 229 S. Second Street Elkhart, IN 46516-3112

Date	Invoice #
1/3/2023	2023-7414

P.O. No.	Terms	Project
Extra's	Due upon completion	1701 Sterling Ave

Qty	Description	Rate	Amount
1	Excavate the loading dock we found	2,575.00	2,575.00
1	Excavate the septic tank we uncovered	3,288.00	3,288.00
1	We were not able to use all the dirt on site to fill the basement. The dirt under the south east corner of the building is contaminated. We estimate about 500 yards of fill brought in.	7,500.00	7,500.00
Thank you for your business.		<b>Total</b>	\$13,363.00
		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$13,363.00

Terms: Accounts will be billed on a monthly basis and payable within 30 days of the invoice date.  
Any invoice not paid within 30 days of the invoice date will be assessed a late fee of 5% of the unpaid balance unless other payment arrangements have been made and accepted by us in writing.



## RESOLUTION NO. 23-R-010

### RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING OFFER ON REALTY

Whereas, Premier Arts, Inc. owns the vacant lot to the South of the Chamber of Commerce Building in the 400 Block of South Main (the "Real Estate"); and

Whereas, the Commission has obtained 2 disinterested appraisals of the Real Estate and has determined that purchasing the parcel will be of substantial benefit to the Area and will further the Redevelopment Plan for the Area, and desires to present an offer to acquire the Real Estate in the form of the attached Non-Binding Letter of Intent (the "LOI"); and

Whereas, the Commission has reviewed the form of LOI and finds the terms acceptable.

#### NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby authorizes the staff to present the offer to the Owner of the Real Estate as set forth in the attached LOI.
2. The Commission authorizes the staff to negotiate the terms and conditions of a Purchase Agreement for the Real Estate to be presented to the Commission at a public meeting for approval.
3. The Officers of the Commission are hereby authorized to execute and deliver the LOI and do all acts which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 14th  
DAY OF FEBRUARY 2023.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

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

Mr. Craig Gibson  
Premier Arts Incorporated  
410 South Main Street  
Elkhart, IN. 46516

RE: Confidential Non-Binding Letter of Intent

Dear Mr. Gibson:

This Non-Binding Letter of Intent ("**LOI**"), entered into as of the \_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), outlines the general terms and conditions by which the City of Elkhart, Indiana, Department of Redevelopment, its assigns or affiliates ("**Buyer**") would consider entering into a separate Purchase Agreement for what is commonly known as "20-06-05-476-003.000-012" (approximately 11,761 s.f. total (the "**Property**"), owned by Premier Arts Incorporated ("**Seller**," also a "**Party**" and together with the Buyer collectively the "**Parties**").

It is expressly understood by all Parties that the terms and conditions set forth herein shall not create a binding agreement on the part of Seller and Buyer, and that there shall be no binding agreement between the Parties until and unless such time as a mutually acceptable Purchase and Sale Agreement ("**Agreement**") is executed and delivered by the duly authorized officers of both Parties, all acting in their sole discretion. Notwithstanding that, the Parties agree this LOI shall automatically expire, without notice or obligation if a mutually acceptable Purchase Agreement is not executed and delivered within Ninety (90) days of the date above.

**Description of Property:** The Property proposed to be sold is parcel number 20-06-05-476-003.000-012, in Elkhart, Indiana.

**Price:** The proposed purchase price is \$119,850 ("**Purchase Price**") payable at closing contingent upon Purchaser securing financing, and subject to the terms and conditions contained in a definitive Agreement entered into between the Buyer and Seller.

**Possession:** Seller will deliver sole and actual possession of the Property free and clear of all liens and encumbrances on date of closing, but subject to such easements, covenants, conditions, agreements of record and tenant rights as are acceptable to Buyer.

**Closing Costs:** All current real estate taxes will be prorated as of the date of closing; and if the amount of the current taxes is not then ascertainable, the prorating will be done on the basis of 105% of the most recent ascertainable taxes. Seller shall pay for survey, standard ALTA title insurance premium, and transfer tax. All other closing costs shall be allocated pursuant to local custom.

**Inspection:** Buyer shall have sixty (60) days following execution of the Purchase Agreement to inspect the Property (the "**Inspection Period**"), and the

option to extend such period by one (1) additional thirty (30) day period thereafter, at Buyer's sole and absolute discretion. Within one (1) business day following the Inspection Period, as extended, Buyer shall notify the Seller whether Buyer wishes to terminate the Agreement for any reason in Buyer's sole and absolute discretion, or needs to extend the Inspection Period. Seller agrees to provide reasonable access to the property for Buyer, its employees, agents, and contractors, during the Inspection Period, as extended, for any and all reasonable due diligence Buyer deems necessary, including but not limited to:

- a. Perform archeological, soil, subsurface, environmental and other studies.
- b. Perform a complete review of potential construction/renovation expenses to make the Property suitable for its intended use.
- c. Update existing property surveys or obtain new surveys that describe the property to be purchased, at Buyer's cost and expense provided Seller shall reimburse such costs at Closing of the purchase.
- d. Investigate and review title to the Property, as well as any exceptions to title.
- e.

**Delivery Conditions:**

Within ten (10) business days of signing this LOI, Seller shall (to the extent same are in Seller's or Seller's agent's possession) provide to Buyer, or make available to Buyer and its agents at reasonable times and places, for review, inspection and copying of the following with respect to the Property:

- a. Existing property, boundary, and topographic survey and legal description of the site.
- b. Existing soil, environmental and archeological reports.
- c. Existing title reports and copies of all exceptions to title and recorded instruments relating thereto.
- d. All leases, rights of access, ingress and egress, and occupancy, utility easements, utility service agreements, reserved parking agreements, rights of first refusal and/or option agreements affecting the Property.

**Closing:**

Closing shall occur on or before the day that is thirty (30) days following the expiration of the Inspection Period stated herein or such other date to which the parties may agree (the "**Closing**"). At Closing the Seller shall



ensure, at its sole cost that the Property will be free and clear of all liens, claims and encumbrances, including any unpaid real estate taxes.

**Mutual Contingency:** The approval of the Agreement by Seller and Buyer and all applicable Boards/Commissions thereof are conditions precedent to closing.

**Exclusive Negotiation:** Seller and its agents agree not to enter into any agreements concerning the sale or transfer of the Property with any person or entity other than Buyer for a period of the lesser of ninety (90) days following the Effective Date hereof or the date of execution of the Agreement (the "**Exclusivity Period**") Upon execution of this LOI, Buyer and Seller shall negotiate in good faith to finalize the Agreement. Buyer will promptly notify Seller in writing if it decides not to complete the purchase of the Property at any time prior to the expiration of the Exclusivity Period.

**Commission:** Neither Buyer nor Seller have engaged a broker in this transaction and no broker commissions will be due or owing as a result of this transaction.

**Disclaimer:** This LOI is an expression of intent only and is not meant to create a binding obligation on the part of either Buyer or Seller. It is understood that neither party shall have any lawful obligation to each other until a mutually acceptable Purchase Agreement is executed by both parties.

If the Seller is in agreement with the terms and conditions outlined herein, please have the appropriate party execute the signature block below and return for the Buyer's signature and the parties shall proceed to negotiate a definitive Agreement. In the event this letter has not been executed and returned by Friday, \_\_\_\_\_, 2023 at 5:00 p.m. EDT, the terms herein may no longer be valid.

BUYER

SELLER

City of Elkhart, Indiana,  
Dept of Redevelopment, acting through its  
Redevelopment Commission

Premier Arts Incorporated

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

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

Date:

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





**Subrecipient Application for FY 2022  
Community Development Block Grant Funds  
U.S. Department of Housing and Urban Development  
APPLICATIONS ARE DUE ON MARCH 17, 2022 AT 12:00 P.M.**

**I. COMMUNITY DEVELOPMENT BLOCK GRANT**

The City of Elkhart is an Entitlement Community under the US Department of Housing and Urban Development Community Development Block Grant (CDBG) program. The CDBG program provides flexible federal funding to assist the City in addressing community needs. The program does require that each of the projects the City funds with these dollars meet a national objective **AND** be an eligible activity under the CDBG program rules. Funding is very limited and some activities are subject to maximum spending limits. **Submission of an application does not guarantee funding.**

**Three National Objectives**

1. Benefiting Low-Moderate Income Persons
2. Preventing or eliminating slum or blight
3. Meeting other needs having a particular urgency due to an immediate threat to health or welfare.

**Eligible Activities include, but are not limited to:**

- |                                      |                                    |
|--------------------------------------|------------------------------------|
| • Public Facilities & Improvements   | • Homeownership Assistance         |
| • Public Services                    | • Job Training Programs            |
| • Housing Rehabilitation             | • Homelessness Prevention          |
| • Commercial Building Rehabilitation | • Special Economic Dev. Activities |
| • Microenterprise Assistance         |                                    |

Under CDBG rules, the City can partner with local agencies to provide services and programs to address the needs identified in the Consolidated Plan. These not-for-profit partners are call Subrecipients. The City requests applications for subrecipient contracts annually as part of the public participation component of the Annual Action Plan development.

## II. APPLICANT INFORMATION

Agency Name:	<u>Lacasa Inc</u>
Contact Person and Title:	<u>Ashley Bowen, Director of Client Empowerment</u>
Address:	<u>516 S Main St, Elkhart, IN 46515</u>
Telephone Number:	<u>574-533-4450</u>
Email:	<u>Ashley.bowen@lacasainc.net</u>
Indiana non for profit number:	<u>0002531283000</u>
Federal I.D. Number:	<u>35-1554538</u>
DUNS Number: (Must be valid to apply)	<u>163779135</u>
Is the agency completely registered in SAM.gov?*	<u>Yes</u>

\*Applicants must be registered in SAM prior to applying for CDBG funding.

## III. PROJECT INFORMATION

**Project Title:** Home Innovations Program Down Payment Assistance

**Eligible Activities:** Down Payment Assistance

**National Objective met:** Benefiting Low-Moderate Income Persons

### **Describe Community need addressed by the Activities:**

The primary market area for this development is the city of Elkhart. Elkhart has a dire shortage of available single-family houses for the workforce. The city of Elkhart commissioned a housing study in 2017 that indicated that city needs 5,000 units of housing over the next 10 years to meet demand. Current estimates suggest that upwards of 20,000 people commute into the city each day to work. We expect our clients to come from working class families who desire to live in the city where they work.

Our pool of eligible buyers for these homes will be families of 4-5 with incomes between 65%- 80% AMI. The smaller houses in the project will be affordable for families of 4 or less below 80% AMI. With 1292 homes being sold in 2020 we will have no problem finding seven buyers for these new homes. The breakdown of housing in Elkhart County is 69.8% owner occupied. There is a housing shortage in Elkhart County as a whole and especially around the downtown core of Elkhart City, where these houses will be built. There is great demand for housing in the City and these homes will attract families who are interested in living in an urban setting.



#### IV. BUDGETS:

The following items shall be attached to this application when submitted:

- Agency operating budget spreadsheet. Please indicate what percentage of the total budget this CDBG request represents.
- A budget spreadsheet for the project that lists all additional funding.
- Public Service Projects: Complete **Attachment A & Attachment C**
- Construction/Acquisition Projects: Complete **Attachment B & Attachment C**

Complete funding sources chart below; include all of your agency's funding sources, amount, percentage of budget, and funding status (include letters of commitment for funding).

Type of Funds	Amount	Percentage (%)	Funding Source	Funding Status
CDBG	\$60,000	3.7%	City of Elkhart	Pending
Federal	\$900,000	55.8%	HOME funds through IHCDA	Secured
State				
Private	\$632,857.88	39.2%	Homebuyers First Mortgage	TBD
In-Kind	\$20,000	1.2%	In-kind donation from Belmont Church	Secured
Other				
TOTAL	\$1,612,857.88	100%		
LEVERAGE	\$1,552,857.88	2688%		

**MATCH** - percent of total project funds from CDBG request: 2688%  
(A minimum 20% Match is required)

#### V. AGENCY/PROGRAM SUMMARY:

This one-page narrative should provide basic information regarding your agency and activities to be funded by CDBG. This is the summary that will be provided to City officials and board members. This is in addition to the project summary for the planned activities.

Lacasa, Inc. is a community development corporation with 52 years of experience in Elkhart County. Lacasa helps to create attractive and economically stable neighborhoods and implement grant resources from local, state, and federal funding agencies. The organization provides a wide range of resources to promote individual asset development and homeownership, while working at larger issues of housing and neighborhood revitalization. Lacasa has a proven track record of managing State and Federal grant programs that improve the lives of low- and moderate-income residents of Elkhart County. Lacasa also has a history of successful neighborhood organizing and outreach work, with trained staff that guide neighborhood residents as they identify and address a broad range of neighborhood issues. By promoting partnerships with residents, city government, neighborhood businesses and churches, Lacasa makes a significant impact on the neighborhood's infrastructure, economic stability, social structure, and appearance.

## VI. ACTIVITY SUMMARY:

In detail, describe the activity you wish to undertake. Include information on: the goals of the project, the geographic boundaries of the project, time frame for your activities, who will the project serve, and all other information about the project you would like for the grant review committee to know. What are the attributes of your project? How will your agency identify clients? Where will the program take place? Include a description of partners and efforts to coordinate services with other local agencies, specifically other CDBG subrecipients.

Explain in detail how your agency will ensure compliance with the stated National Objective. If the program is based on serving *low- and moderate-income people*, how will you ensure your clients meet that definition? Be specific and provide details on how the program has been designed to gather such information. **Failure to provide information regarding a national objective will result in automatic disqualification of your application.**

**ADA requirements:** Subrecipients must comply with ADA requirements. Be sure to include a description of how your facility is accessible or any accommodations your program makes to serve disabled individuals.

**To comply with federal guidelines, all subrecipients must include what performance measurements they will use to track the success of the project. In addition to measurements the applicant deems meaningful, the city may require additional measurements to ensure compliance with all federal guidelines.**

This grant of \$60,000 from CDBG funds would assist six low-to-moderate income families with down payment assistance to purchase a home in the city of Elkhart. Through a partnership between the City of Elkhart and Lacasa, Inc., we can help change people's lives for the better. Each of these homes is being built with HOME funds provided by IHCD, Homebuyers First Mortgage funds (pending), and a donation from Belmont Church.

All properties are located near downtown Elkhart and will have easy access to most amenities found in the downtown area. In particular the houses on Huron St will be very near the Elkhart River which is connected via bike trail to the downtown core. The other sites are in established neighborhoods in and around downtown Elkhart.

The six properties are located at:

- 1635 Huron St.
- 1639 Huron St.
- 1505 Krau St.
- 919 Hubbard St.
- 726 Orchard St.
- 1308 Magnolia St.

Lacasa offers a wide range of financial education courses, averaging 50 clients per month. Many of our class participants could be eligible for the HOME project. We plan to market the program during those classes. We are also working very closely with the assigned realtors to prepare and deliver joint program outreach on social media, in person, utilizing our community partners like the libraries and of course the prospects we uncover while having our homes listed in the MLS. We know that education is essential for this program, and we have chosen a group of 5 realtors that fully understand the requirements for the homebuyers in this program and we are confident they will deliver quality applicants for us to review.

The goals of this project are to provide six families within with quality, affordable homes. We will sell these houses to families at or below 80% AMI. In our internal modeling the homes will be offer a wide range of affordability with the lowest priced option (726 Orchard, 3 bed) potentially being affordable for a family around 60% AMI and the most expensive house in the project (1308 Magnolia, 3 bed) being affordable for a family of 5 at around 70% AMI.

Each application will be evaluated equally. Lacasa has assigned one HUD Certified Financial Counselor to evaluate



all prospects to help ensure consistency. We have a standard checklist that outlines the required documents for each prospective homebuyer's file. We will use a standardized affordability assessment along with the underwriting tool and pre-qualification tool provided by IHCD. We use a HUD-standardized method of income verification which will provide consistency between applications. We are confident that we will be able to apply the rules of the program to each applicant and also be able to gauge the character and commitment of each applicant through meeting them face-to-face.

Applications will be accepted at both of our physical locations (both ADA compliant) in Elkhart County: 202 N Cottage Avenue, Goshen, IN and 516 S Main Street, Elkhart, IN. We have secure drop-boxes available for after-hour submissions. Lacasa Financial Counselors will review Intakes and verify income in their Lacasa office space. Each counselor has a closed-door office which provides document protection, access to the HOME Innovations underwriting and pre-qualification tools, high-speed internet, calculators, PC's and printer/scanners. There are client meeting spaces available at both locations for in-person client meetings. Virtual appointments are also available when appropriate to meet the needs of those with accessibility issues.

This grant will help to meet the National Objective of "benefitting low-and moderate-income persons". The money will directly benefit people of low-and moderate-income by assisting with down payment costs of their home. All of Lacasa's income certification work will be verified as part of the HOME funding through IHCD and HUD. The performance measure for this project will be the number of low-to-moderate income persons purchasing a home using this down payment assistance. We are building 6 houses in the City of Elkhart as part of this project and anticipate all 6 houses being sold with this CDBG funded down payment assistance.

**VII. NATIONAL OBJECTIVE:**

Benefiting low-and moderate-income persons 24 CFR 570.208(a) – (Choose 1)

☐ Area Benefit

☒ Housing

☐ Job Creation/Retention

☒ Limited Clientele (choose type below)

☐ Presumed Beneficiaries\*

☒ Non-presumed Beneficiaries\*

\*Presumed beneficiaries: abused children, battered spouses, elderly, severely disabled, homeless, HIV/AIDS, illiterate adults, and migrant workers.

\*Non-presumed beneficiaries are those that are income verified.

Select one of the following OBJECTIVES for your project: (choose 1)

☐ Suitable Living Environment

☐ Decent Housing

☒ Economic Opportunity

Select one of the following OUTCOMES for your project: (choose 1)

☐ Improved Availability/Accessibility

☒ Improved Affordability

☐ Improved Sustainability

HUD has a series of Goal Outcome Indicators used to track performance of the CDBG program. Upon award, the city shall inform the applicant they type and manner of data that must be tracked to successfully complete the project.

**VIII. BENEFICIARIES:**

Provide the following beneficiary information for all activities in your request:

1. What is the people/target population who will benefit from this project? Individuals and families at or below 80% AMI.

2. How many people will this project serve?  
24 (in the City of Elkhart houses)

3. What is the total project cost per beneficiary?

\$1,612,857.88 / 24 = \$67,202.41 (in the City of Elkhart houses)

Total Project Cost      # of Beneficiaries      Total Cost per Beneficiary

4. What is the CDBG cost per beneficiary?

\$60,000 / 24 = \$2,500 (in the City of Elkhart houses)

CDBG Funds requested      # of Beneficiaries      Total CDBG Cost per Beneficiary



**IX. MANAGEMENT/AGENCY INFORMATION:**

Explain how your organization will complete this project. What capacity does the agency presently have to carry out the components of the project (including administration)? Include those individuals and their experience who will be working on this project. Include the length of time the agency has been in operation.

Describe how your organization will manage this program to ensure that all necessary Federal Guidelines and Requirements are met. How will the agency monitor progress of the project? This section should clearly state how, who, when, and where you will collect the data necessary to track your stated indicator(s).

**As with the project description section, if information related to performance measures is not included in this section, your application will not be considered for funding.**

Lacasa maintains a highly professional staff of 32 people capable of delivering a wide range of housing programs. The construction side of this program is run by Brad Hunsberger and Aaron Lehman, who have 35+ years of experience in low-income housing development. Ashley Bowen and Briana Welch – both HUD certified financial counselors will be handling the homebuyer income verification.

As this program is already using \$900,000 in funding from IHCD and HUD, all necessary guidelines will be met through the compliance requirements of those competitively procured funds. Progress of the project will be monitored through the number of houses sold out of the 6 houses to be sold. Each home sold with down payment assistance will represent progress and all 6 houses being sold with down payment assistance will represent the successful completion of the project as a whole.

Proof of the following insurance and worker's compensation is required:

- Liability insurance and amount of coverage
- Payment of payroll taxes
- Payment of worker's compensation

If the project funds will be used for building improvements the following will be required prior to any funds released:

- Proof of building coverage insurance that meets or exceeds the CDBG investment
- Proof of current paid taxes

Liability insurance should be a minimum of \$1,000,000 general and \$2,000,000 aggregate, the City of Elkhart should be listed as certificate holder. If the agency has fidelity bond coverage for principal staff, please provide the amount and with what insuring agency.

**THE LEGAL APPLICATION CERTIFIES THAT:**

To the best of my knowledge and belief, the agency will comply with the above assurances. To be signed by the President of the Board of Directors or other authorized person as the Certifying Representative for the agency:

Print Name: Chris Kingsley Date: 3/17/22

Signature: 

Title: President/CEO

Please be sure that ALL the application questions are answered and the ALL the information requested is provided in your application. Be sure that the following documents are attached to your application:

<i>Complete (X)</i>	<b>Documents to attach to application</b>
1 X	Narrative data on project and applicant- in WORD Format
2 X	Agency and project budget spreadsheets-in EXCEL Format
3 X	Letter of Good Standing with the State of Indiana (not expired)
4 X	Agency Organizational Chart
5 X	List of Board Members and Key Staff (include titles and who is authorized to sign and negotiate for agency)
6 X	Resumes for Program Administrator and Program Staff
7 X	Most recent audit or complied financial statement
8 X	Proof of current liability insurance with City of Elkhart listed as additionally insured
9 X	Proof of worker's compensation insurance
10 X	Payment of Payroll Taxes (if agency has employees and provides a W-2 for taxes)
11 X	Conflict of Interest Policy
12 X	Conflict of Interest disclosure form (per agency's Conflict of Interest Policy)
13 X	Articles of Incorporation
14 X	Agency Bylaws
15 X	Agency Policy and Procedure manual
16 X	Agency Procurement procedure
17 X	Agency Document Retention policy
18 X	State Tax Exemption Determination letter
19 X	Federal Tax Exemption Determination letter
20 X	Evidence of registration in the federal System for Award Management (SAM.GOV)
<b>FOR CURRENTLY OWNED BUILDING IMPROVEMENTS INCLUDE THE FOLLOWING:</b>	
<i>Complete (X)</i>	<b>Documents to attach to application</b>
	Proof of building coverage insurance that meets or exceeds the CDBG investment
	Proof of current paid taxes

**Incomplete or Late Applications Will Not Be Accepted.**

**Applications MUST BE SUBMITTED by email and in hard copy by 12:00 p.m. on March 17, 2022 to:**  
**Dana Donald dana.donald@coei.org**

**Development Services  
 229 S. Second Street  
 Elkhart, IN 46516**



Warrick & Boyn, LLP  
861 Parkway Avenue  
Elkhart, Indiana 46516  
Telephone 574-294-7491  
Fax 574-294-7284

thefirm@warrickandboyn.com

www.warrickandboyn.com

Taxpayer I.D. 35-1036189

Elkhart Redevelopment Commission  
ATTN: Chaise Cope  
229 S. Second Street  
Elkhart IN 46516

Page: 1  
January 31, 2023  
Account No: 26399-000M  
Statement No: 174057

Attn: Chaise Cope

Re: General Services

*Payments received after 01/31/2023 are not included on this statement.*

Previous Balance \$24,425.98

Fees

		Hours	
01/03/2023	GDB E-mail Sherry, et al. re: January Agenda	0.30	95.63
	GDB Draft Resolution, Offering Sheet and Public Notice re: 1524 FRANCES	0.60	191.25
01/04/2023	MRY Review Sales Disclosure form and revise re: HABITAT	0.30	45.00
	GDB E-mail Adam re: if offered for residential use and if vacant land. Revise draft. Review appraisals - confirm average and revise Resolution, Offering Sheet and Public Notice. E-mail Notice to Truth of offering to be published re: 1524 FRANCES	1.10	350.63
01/05/2023	GDB Review Agenda and respond to Sherry re: issues	0.30	95.63
	GDB Review meeting packet and minutes. Prepare for Pre-Agenda	0.70	223.13
01/06/2023	GDB Attend Pre-Agenda Meeting	1.00	318.75
	GDB Teleconf with Mike re: sewer issues with Development re: MILLMARK	0.20	63.75
	GDB Teleconf with Mike re: potential developer - acquisition	0.20	63.75
	GDB Teleconf with Mike re: Development funding issues re: RIVER DISTRICT	0.20	63.75
	MRY Letter to Elkhart County Recorder re: Warranty Deed re: HABITAT FOR HUMANITY	0.30	45.00
01/09/2023	CTP Conference re: potential upcoming bond projects	0.40	119.00
	GDB Review and research funding issues for septic re: MILLMARK	2.20	701.25
	GDB Review and research funding options for Zones 2 and 3 improvements re: RIVER DISTRICT	1.70	541.88



Re: General Services

		Hours	
	GDB Draft Resolution approving final mediator payment. Send for January Agenda re: LA BOUR	0.50	159.38
	GDB Review two IDEM billings and e-mail Sherry and D. Johnson re: who we issue check to re: G & W	0.30	95.63
01/10/2023	CTP Research requirements for lease.	1.60	476.00
	CTP Attend Redevelopment Commission meeting	0.40	119.00
	GDB Review prior appropriations for mediator. Confirm amount to appropriate for final bill. Advise Sherry re: same re: ICE/LA BOUR	0.30	95.63
	GDB E-mail re: balance of loan pay-off. Review liens and e-mail Meridian for recorded mortgage copy to prepare Release. Draft Release re: AURORA re: PSE DESIGNS	0.70	223.13
	GDB Review Amendment to Fee Agreement in re: Gerry's issue and the payments due. Revise Resolution and e-mail to all re: NLG/1101 E. BEARDSLEY	1.00	318.75
	GDB Review 14-25.2 leases. Conference re: same re: MILLMARK	1.20	382.50
	GDB Research sources of project funding and procedures re: ZONES 2 and 3	0.70	223.13
	GDB Attend Commission meeting	1.00	318.75
01/11/2023	GDB E-mail Mike and Brent to make changes on Page 2 of Amended Fee Agreement. E-mail copy of Resolution to both re: NLG/1101 E. BEARDSLEY	0.50	159.38
	GDB E-mail Sherry re: follow-up on 1/10 resolutions	0.30	95.63
	GDB E-mail Donna Johnson the Resolution approving mediator bill and explanation re: amount approved re: ICE/LA BOUR	0.30	95.63
	GDB Review funding options for pending project in preparation for meeting with Mike re: ZONES 2 and 3	2.00	637.50
	GDB Draft February Resolution approving two IDEM VRP invoices and e-mail for packet re: ICE/G & W	0.60	191.25
01/12/2023	CTP Research lease procedures re: MILLMARK	1.80	535.50
	GDB Review prior projects and outline funding sources. E-mail to Mike re: ZONES 2 and 3	2.30	733.13
	GDB Review Southwest Economic Development Area and Plan. Research funding options for expansion re: MILLMARK/SW TIF	2.00	637.50
	GDB Review options for funding Development. Draft memorandum re: ZONES 2 and 3	1.00	318.75
	GDB Review procedure for option to purchase re: CTS	0.50	159.38
01/13/2023	GDB Research options for funding re: MILLMARK	1.00	318.75
	GDB Review EDC bonding statutes and uses of proceeds (I.C. 36-7-12) re: ZONES 2 and 3	1.00	318.75
	BAS Prepare and Finalize letter to Elkhart County Recorder re: Release of Mortgage Aurora		

Re: General Services

		Hours	
	Capital Development/PSE DESIGNS, LLC	0.50	75.00
01/16/2023	CTP Research EDC powers re: MILLMARK	2.00	595.00
	GDB Review Ice Miller's time and respond to Brent re: 1101 E. BEARDSLEY	1.00	318.75
	GDB Review update re: Court ruling on summary judgment motion re: ICE/LA BOUR	0.30	95.63
	GDB Scan and e-mail Sandy's signature to Amended Fee Agreement. Review M. Nelson's bill for costs. E-mail to Sherry to pay re: NLG/ICE/1101 BEARDSLEY	0.50	159.38
	GDB E-mail to clarify how we pay two IDEM bills re: ICE/G & W	0.30	95.63
01/17/2023	CTP Research conditional project expenditure agreements. Revise outline of funding options.	2.50	743.75
	GDB Review signed Plan Commission Resolution re: WEST 78	0.20	63.75
	GDB Review summary judgment decision re: ICE/LA BOUR	0.60	191.25
01/18/2023	CTP Conference with G. Boyn re: 2023 projects. Research maximum price for property purchase.	0.90	267.75
	GDB Prepare for and attend meeting with Mike H. re: projects. Research re: same re: MILLMARK/CTS/ZONES 2 and 3	2.50	796.88
	GDB Review e-mail re: status of cost payments re: NLG/1101 E. BEARDSLEY	0.10	31.88
	GDB Review I.C. 36-7-14-19 on acquisition procedures. E-mail staff re: what has been done and needs to be done re: offers on these two properties re: WOODLAND MALL/MAIN STREET LOT	1.00	318.75
	GDB E-mail Sherry re: copy of Council Resolution. E-mail Mike re: need to employ accountant to prepare Tax Impact Statement and then publish Notice and set public hearing date. Provide copy of I.C. 36-8-14-17 re: WEST 78	0.60	191.25
	GDB Review Ice Miller's e-mail and Motion to Supplement Record re: LA BOUR	0.70	223.13
	GDB Review Mary K.'s update on appraisals and respond re: WOODLAND MALL	0.20	63.75
	GDB Review EFI invoices on groundwater monitoring Project 6457 and appropriation resolutions. E-mail history to Sherry to determine if we need further appropriation to pay billing of EFI re: G & W	1.60	510.00
01/19/2023	GDB Review Nelson law itemized fees per Amended Fee Application and e-mail Sherry re: amount to process for payment. Respond to M. Nelson re: NLG/1101 E. BEARDSLEY	1.00	318.75
	GDB Review Mike H.'s e-mail re: steps to take to make and negotiate offer to purchase and respond. E-mail Meridian for legal re:		

Re: General Services

		Hours	
	PREMIER ARTS LOT	0.60	191.25
GDB	Teleconf with D. Johnson. E-mail Sherry on how to pay IDEM bills re: ICE/G & W	0.30	95.63
GDB	Review Ice's revised billing per Amended Fee Agreement. E-mails issues to Brent re: ICE/1101 E. BEARDSLEY	1.00	318.75
01/20/2023 GDB	Review Order on summary motion of defendants re: ICE/G & W	0.60	191.25
01/23/2023 CTP	Review and revise timetable for carve out re: RIVER DISTRICT	1.80	535.50
GDB	Review seller's changes to Letter of Intent. E-mail comments to Mary re: WOODLAND LETTER OF INTENT	0.80	255.00
GDB	Conference re: creating timeline. Work on timeline for new Economic Development Area and TIF Carve-Out and CPEA Funding re: RIVER DISTRICT	1.30	414.38
GDB	Review revised Fee Statement. Respond to Brent H. re: incorrect entry to fix re: ICE/1101 E. BEARDSLEY	0.50	159.38
GDB	Review Status Report and Court Order re: NLG/1101 E. BEARDSLEY	0.30	95.63
GDB	Respond to Bradley, et al. re: proposed statute re: Council approval of all Commission expenditures	0.30	95.63
01/24/2023 CTP	Research residential housing program requirements and proposed legislation. Email M. Huber re: same	2.50	743.75
GDB	Revise timetable for Carve-Out/CPEA funding and e-mail to Mike and Adam re: ZONES 2 and 3/RIVER DISTRICT	0.50	159.38
GDB	Meet with Mary K. re: Letter of Intent revisions re: WOODLAND LETTER OF INTENT	2.50	796.88
GDB	E-mails with Mike H. re: separate carve-outs -- one for Commercial; one for Residential. Review Residential TIF Statute and 39(b) re: ZONES 2 and 3	1.00	318.75
01/25/2023 CTP	Research allowable uses of TIF commercial v. residential re: RIVER DISTRICT	3.50	1,041.25
CTP	Conference re: possible strategies for building re: CTS	0.40	119.00
GDB	Conference re: residential TIFs and uses of TIF revenue re: ZONE 1 and RIVER DISTRICT	0.40	127.50
GDB	Conference re: optional ways to pay for studies developer wants. E-mail to Adam F. re: CTS	0.60	191.25
GDB	Research and e-mail Adam F. re: alternate procedure on possible project re: CTS	1.00	318.75
GDB	E-mail Adam additional suggestions and analysis re: CTS	0.40	127.50
MRY	Draft Annual Minutes re: AURORA CAPITAL		



Re: General Services

		Hours	
	DEVELOPMENT	0.30	45.00
01/26/2023	GDB Review Mike's comments re: due diligence. Respond to Adam re: CTS	0.30	95.63
	GDB Revise Letter of Intent draft in response to seller's revisions. E-mail to Mary and Commissioners re: WOODLAND LETTER OF INTENT	2.00	637.50
	GDB Teleconf with B. Huber re: Court's summary judgment ruling, potential appeal and hiring consultant to estimate clean-up costs for settlement purposes re: G & W	0.40	127.50
	MRY Prepare final Annual Minutes and letter re: AURORA CAPITAL DEVELOPMENT	0.30	45.00
01/27/2023	CTP Review West 78 file. Email M. Huber re: boundaries re: WEST 78	0.30	89.25
	CTP Review Lexington Business Center file. Email agreements to J. Arce. Email to J. Homann re: status of Tiedemann estate. Email J. Arce re: next steps on loan re: LEXINGTON BUSINESS CENTER	1.10	327.25
	GDB Review Mary's e-mail. Revise and re-send Letter of Intent clean copy re: WOODLAND	1.00	318.75
	GDB Review Proposal. Draft Resolution to Employ A. Mack for cost analysis re: ICE/G & W	0.80	255.00
01/30/2023	CTP Email J. Homann re: loan re: LEXINGTON BUSINESS CENTER	0.30	89.25
	GDB Review Ice Miller December bill. Draft and e-mail Resolution for packet re: ICE MILLER/1101 E. BEARDSLEY	0.70	223.13
	GDB Respond to Rex Martin re: funding questions re: CITY CENTRE PARK	0.60	191.25
	GDB Review NLG's update and review Conn Selmer's Motion to Correct Errors re: NLG/1101 E. BEARDSLEY	0.50	159.38
01/31/2023	CTP Teleconf with J. Homann re: loan. Email J. Arce re: same re: LEXINGTON BUSINESS CENTER	0.40	119.00
	GDB Review A. Mack's invoices and identify Appropriation Resolution and respond to Sherry to pay re: ICE/LA BOUR	0.30	95.63
	GDB Review and revise Letter of Intent. Draft and e-mail to Adam to review. Draft Resolution approving offer. E-mail same for packet re: PREMIER ARTS LOT	1.00	318.75
	GDB Review Cross invoice. Draft and e-mail Appropriation Resolution for packet re: 1701 STERLING	0.50	159.38
	For Current Services Rendered	78.10	24,184.79

Expenses

01/06/2023	Payment to Elkhart County Auditor re: transfer fees - 3 parcels @ \$10 each	30.00
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January 31, 2023

Account No: 26399-000M

Statement No: 174057

Re: General Services

01/26/2023	Payment to Elkhart Truth re: publication of Notice of Public Meeting re: 1524 FRANCES AVENUE. Ad No. 70562118. Ad ran 01/13 and 01/20/23	116.64
	Total Expenses	146.64

Advances

01/06/2023	Recording fee re: Warranty Deed re: HABITAT FOR HUMANITY	25.00
01/13/2023	Recording fee re: Release of Mortgage re: AURORA/PSE DESIGNS	25.00
01/18/2023	Online legal research - December, 2022 services	42.03
	Total Advances	92.03
	Total Current Work	24,423.46

Payments

01/09/2023	Fee Payment - Check No. 305979	-13,435.00
01/09/2023	Expense Payment - Check No. 305979	-22.94
01/09/2023	Advance Payment - Check No. 305979	-243.72
	Total Payments	-13,701.66
	Balance Due	\$35,147.78

Aged Due Amounts					
0-30	31-60	61-90	91-120	121-180	181+
24,423.46	10,724.32	0.00	0.00	0.00	0.00
Please Remit					\$35,147.78

A finance charge of 18% per annum, or the highest rate permitted by law, whichever is less, will be assessed on all accounts past due 30 days.